

11 Corduroy Road

ELIZABETH HILLS NSW 2171

Draft Contract

McGrath

Contract for the sale and purchase of land 2018 edition

| TERM | MEANING OF TERM | eCOS ID: 59325775 | NSW Duty: |
|---------------------|---|-------------------|---|
| vendor's agent | McGrath Liverpool 265B Macquarie Street LIVERPOOL NSW 2170 | | Phone: 0298241100 Fax: 0298241120 Ref: F. Bartolone |
| co-agent | | | |
| vendor | FAREESH KHAI-RUD DEAN and SHARON SHABNAM DEAN 11 Corduroy Road ELIZABETH HILLS NSW 2171 | | |
| vendor's solicitor | New Horizon Conveyancing P O Box 346 CAMPBELLTOWN NSW 2560 | | Phone: (02) 4621 3826 Fax: (02) 4621 4563 Ref: 8279 |
| date for completion | 42 days after the contract date | (clause 15) | Email: info@newhorizonconveyancing.com.au |
| land | 11 CORDUROY RD ELIZABETH HILLS NSW 2171 (Address, plan details and title reference) | | |
| | LOT 1073 IN DEPOSITED PLAN 1162116 1073/1162116 | | |
| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: | | |
| attached copies | <input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents: | | |

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

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

witness

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

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

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

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

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

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

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-0
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

RW payment (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 vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

77 CORDUROY RD ELIZABETH HILLS NSW 2177

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, 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:**

**Australian Taxation Office
Council**

County Council

Department of Planning and Environment

Department of Primary Industries

East Australian Pipeline Limited

Electricity and gas

Land & Housing Corporation

Local Land Services

NSW Department of Education

NSW Fair Trading

NSW Public Works Advisory

Office of Environment and Heritage

Owner of adjoining land

Privacy

Roads and Maritime Services

Subsidence Advisory NSW

Telecommunications

Transport for NSW

Water, sewerage or drainage authority

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

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it 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 stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
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.**

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>GST Act</i> | A New Tax System (Goods and Services Tax) Act 1999; |
| <i>GST rate</i> | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| <i>legislation</i> | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| <i>normally</i> | subject to any other provision of this contract; |
| <i>party</i> | each of the vendor and the purchaser; |
| <i>property</i> | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| <i>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>remittance amount</i> | 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>rescind</i> | rescind this contract from the beginning; |
| <i>RW 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>RW rate</i>); |
| <i>RW 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>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 18B of the Swimming Pools Regulation 2008). |

2 Deposit and other payments before completion

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

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
 - 7.1.2 the vendor *serves* notice of intention to *rescind*; and
 - 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
 - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
 - 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
 - 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
 - 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held 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 an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW 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 *RW 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 *RW payment*.
- 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 lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *servicing* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s 40 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

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

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration 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 a proposed *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 it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, 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, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after 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 s 13A 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; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 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 *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>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' 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>ENCL</i> ; |
| <i>populate title data</i> | to complete data fields in the <i>Electronic Workspace</i> ; and 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 *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

77 CORDUROY RD ELIZABETH HILLS NSW 2177

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.

ADDITIONAL CONDITIONS IN THE CONTRACT FOR SALE

1. Amendments to the printed pages of the Contract for Sale

- 1a. Deleting the word "normally" from Clause 4.1
- 1b. Clause 7.1.1 is amended by reducing the percentage from 5% to 1%;
- 1c. Clause 8.1 is amended by deleting the words "on reasonable grounds";
- 1d. Clause 8.2 is amended by deleting the words "and those grounds";
- 1e. Clause 16.5 is amended by deleting "plus 20% of that fee";
- 1f. Clause 16.6 is amended by adding after the last word "providing that the uncleared Certificate is received 10 days prior to the date for Settlement, otherwise the Purchaser must accept an undertaking on Settlement that the Land Tax Certificate will be cleared within 14 days after Settlement";
- 1g. Clause 16.12 is deleted; and
- 1h. Printed Clause 18 is amended by adding the following:
Clause 18.8 "The Purchaser cannot make a claim or requisition or delay Settlement after entering into possession of the property".

2. Death and Liquidation

- 2a. The Purchaser hereby covenants themselves, there executors, administrators and assigns that in the event that there being more than one Purchaser the death or bankruptcy or any one of them after exchange of Contracts herein and prior to completion the Vendor shall have the right to cancel this Contract and refund all the money paid herein to the estate of the Purchaser and in such event the Contract shall be deemed to be at an end and neither party shall have any right to claim against the other on any account whatsoever. The Purchaser shall have reciprocal rights.

3. Warranties

- 3a. The Purchaser acknowledges that they do not rely upon any warranty, statement or representations made or given by the vendor or on behalf of the vendor except as are expressly provided herein. The Purchaser acknowledges they have inspected the property and the improvements (if any) erected on the property and relies entirely upon their own enquiries and inspection and accepts the property as it stands in its present condition and state of repair and subject to all defects (if any) whether latent or patent. The Purchaser shall not be entitled to make any objections, requisitions or claim for compensation in respect of any matters referred to in this condition.
- 3b. The Purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract or binding on the parties hereto with respect to any of the matters to which this Contract relates.

4. State of Repair and Inclusions

- 4a. The Purchaser acknowledges that the property is purchased in its present state of repair and that the Purchaser will not be entitled to make any objection, requisitions or claim for compensation arising out of the state of repair or want of repair and will complete notwithstanding.
- 4b. The Purchaser shall accept the inclusions specified in this Contract in their present state and condition subject to fair wear and tear and the Vendor shall not be responsible for any loss, mechanical breakdown or reasonable wear and tear thereof occurring after the date of this Contract.

5. Swimming Pool

- 5a. If a swimming pool is included in the property, the Purchaser must take the swimming pool and surrounds and fencing, if any, in its' present state of repair. The Purchaser will not make any claim, objection or requisition in relation thereto or as to whether or not it complies with the Swimming Pools Act 1992. If any competent authority issues any notice requiring the erection of, or alteration to a fence or other work pursuant to the Swimming Pools Act 1992, such fence or work must be erected or carried out by the Purchaser at the Purchaser's expense.

6. Real Estate Agent

- 6a. The Vendor warrants that they have not engaged any Real Estate Agent in connection with the sale of the property to the Purchaser other than the Vendors Real Estate Agent referred to in the particulars (if any) of any Real Estate Agent acting in conjunction with the Vendors Real Estate Agent. The Purchaser warrants to the Vendor that they have not been introduced to the sale directly or indirectly through the services of any Real Estate Agent other than the said Vendors Real Estate Agent or any Real Estate Agent acting in conjunction with the Vendors Real Estate Agent.

7. Title Particulars

7a. A sufficient statement of the Vendor's title shall be deemed included in the description of the property hereinbefore appearing and such statement shall have been deemed to have been given to the Purchaser at the date hereof.

8. Interest

8a. If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase money, an amount calculated as ten percent (10%) interest on the balance of the purchase money, computed at a daily rate from the day of the agreed completion date up to and including the actual date on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this Clause is tendered.

9. Notice to Complete

9a. Completion of this matter shall take place on or before 4.00pm within the time provided for in Clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter making the time for completion essential. Such Notice shall give no less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at anytime. The party that issues the Notice to Complete shall be entitled to recover the fee of \$440.00 (GST inclusive) from the other party to cover the cost for issuing such Notice.

10. Service of Notices and Documents

10a. The service of any Notice or Document under or relating to this Contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that party's solicitor/conveyancer if the Notice or Document is sent by way of facsimile transmission to the facsimile number noted on the Contract or on their letterhead and in any such case shall be deemed to be duly given or made, except where:

10b. The time of dispatch is not before 5.00pm (Sydney Time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place: or

10c. The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not to have been given or made.

11. Release of Deposit

11a. In the event that the Vendor is purchasing another property the Purchaser agrees to release to the Vendor the deposit or so much of the deposit as is required for use by the Vendor as a deposit on the purchase of the other property or stamp duty payable on the purchase property. The Vendor warrants upon release of the deposit in accordance with the terms of this special condition such deposit will be paid only to the Trust Account of a Real Estate Agent, Solicitor/Licensed Conveyancer and/or the Office of State Revenue and shall not be further released without the consent of the Purchaser. The entering into of this Contract by the Purchaser shall be a full and irrevocable authority to the stakeholder to release such a deposit.

12. Place of Settlement

12a. Settlement of this matter shall take place wherever the Vendor's Mortgagee directs. If the property is not mortgaged, or the discharge of mortgage is already held by New Horizon Conveyancing, then Settlement shall be affected as directed by New Horizon Conveyancing. However, should the Purchaser not be in a position to settle at the venue appointed by New Horizon Conveyancing, then Settlement may be effected in the Sydney CBD at a place nominated by the Purchaser, so long as the Vendors Licensed Conveyancer's Sydney Settlement Agents fee is paid by the Purchaser.

13. Cancelled Settlement

13a. In the event that Settlement does not take place at the scheduled time, or does not take place at a re-arranged time on that same day, due to the default of the Purchaser or their Mortgagee and through no fault on the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$330.00 (GST inclusive) on Settlement, to cover the legal costs and other expenses incurred as a consequence of the delay, and the Purchaser shall have reciprocal rights.

14. Transfer submission

14a. The Purchaser hereby agrees that they will allow the sum of \$220.00 (GST inclusive) on Settlement, if the Transfer is not served to the Vendors Licensed Conveyancer 14 days prior to the agreed Settlement date to cover the cost of the Vendors Licensed Conveyancer preparing their own Transfer OR for the Licensed Conveyancers fees in obtaining the Vendors urgent signature/completion of the Transfer.

15. Inconsistency in Contract

15a. The terms of the printed Contract to which these additional conditions are annexed shall be read subject to the following. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect.

16. Building Certificate

- 16a. The Purchaser cannot require the Vendor to apply for a Building Certificate on the property from the Local Council; and
- 16b. If the Purchaser applies for a Building Certificate from the Local Council and the Council issues a Notice, refuses to issue the Certificate for any reason and informs the Purchaser of work to be done before it will issue the Certificate, the Purchaser must comply with the Notice, remedy the reason or do the work as his/her own expense.

17. Guarantee

- 17a. This condition applies if the Purchaser is a Company;
- 17b. For the purposes of this Contract, "covenantor" means the Directors and those holding shares in the capital of the Purchaser. The obligations of those who comprise the covenantor will be joint and several;
- 17c. In consideration of the Vendor at the request of the covenantor entering into this Contract, the covenantor:
- 17c.1 Covenants with the Vendor that the covenantor will be the Purchaser jointly and severally liable to the Vendor for the due performance of all the terms and conditions on the part of the purchaser contained in this Contract; and
- 17c.2 Guarantees to the Vendor the punctual payment of all money payable by the Purchaser under this Contract and the performance of the terms and conditions of this Contract; and
- 17c.3 If for any reason this Contract is not enforceable by the Vendor against the Purchaser in whole or in part, the covenantor will indemnify the Vendor against all loss, including all money which would have been payable by or recoverable for the Purchaser had this Contract been enforceable against the Purchaser.

18. FRCGWT Clearance Certificate

- 18a. If Applicable the Vendor will prior to Settlement provide a Foreign Resident Capital Gains Tax Withholding Clearance Certificate as required by Law to the Purchaser or the Purchasers Representative.
- 18b. The Clearance Certificate will be accepted by the Purchaser even if the Vendors name does not correctly match the Vendors names as noted on the Title to the property and

in particular to not having the Vendors middle names (if applicable) noted on the Certificate.

19. Sewer Diagrams

19a The Vendor discloses the following about Sydney Water's Sewer:

- (i) The position of Sydney Water's Sewer at the time of completion may not be as shown in the Sewerage Service Diagrams a copy of which are attached to the Contract, the Purchaser will not be entitled to make any objection, requisitions or claim for compensation arising out of any positional change of the Sewer Mains and will complete notwithstanding.
- (ii) The Vendor warrants and the Purchaser acknowledges that the Diagrams annexed to the Contract may only disclose the Sewer Mains and this is the only Diagrams available for the property from Sydney Water at the date of this Contract. The Purchaser agrees to make no objection, requisition or claim for compensation in respect of any matter disclosed therein or ascertainable therefrom and will complete notwithstanding.

SPECIAL CONDITIONS

Conditions of sale of land by auction

If the property is or is intended to be sold at auction:

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

1. 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;
 - (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 a principal 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.

 2. The following conditions, in addition to those prescribed by subclause 1, 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 subclause 3, 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; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.
-

3. The following conditions, in addition to those prescribed by subclauses 1 and 2 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 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.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1073/1162116

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|----------|
| 16/7/2019 | 9:39 PM | 4 | 7/8/2017 |

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

LAND

LOT 1073 IN DEPOSITED PLAN 1162116
AT ELIZABETH HILLS
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1162116

FIRST SCHEDULE

FAREESH KHAI-RUD DEAN
SHARON SHABNAM DEAN
AS JOINT TENANTS (T AH10051)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 * 9560474 COVENANT
- 3 * DP1162116 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (13) IN THE S.88B INSTRUMENT
- 4 * DP1162116 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (15) IN THE S.88B INSTRUMENT
- 5 AM622709 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

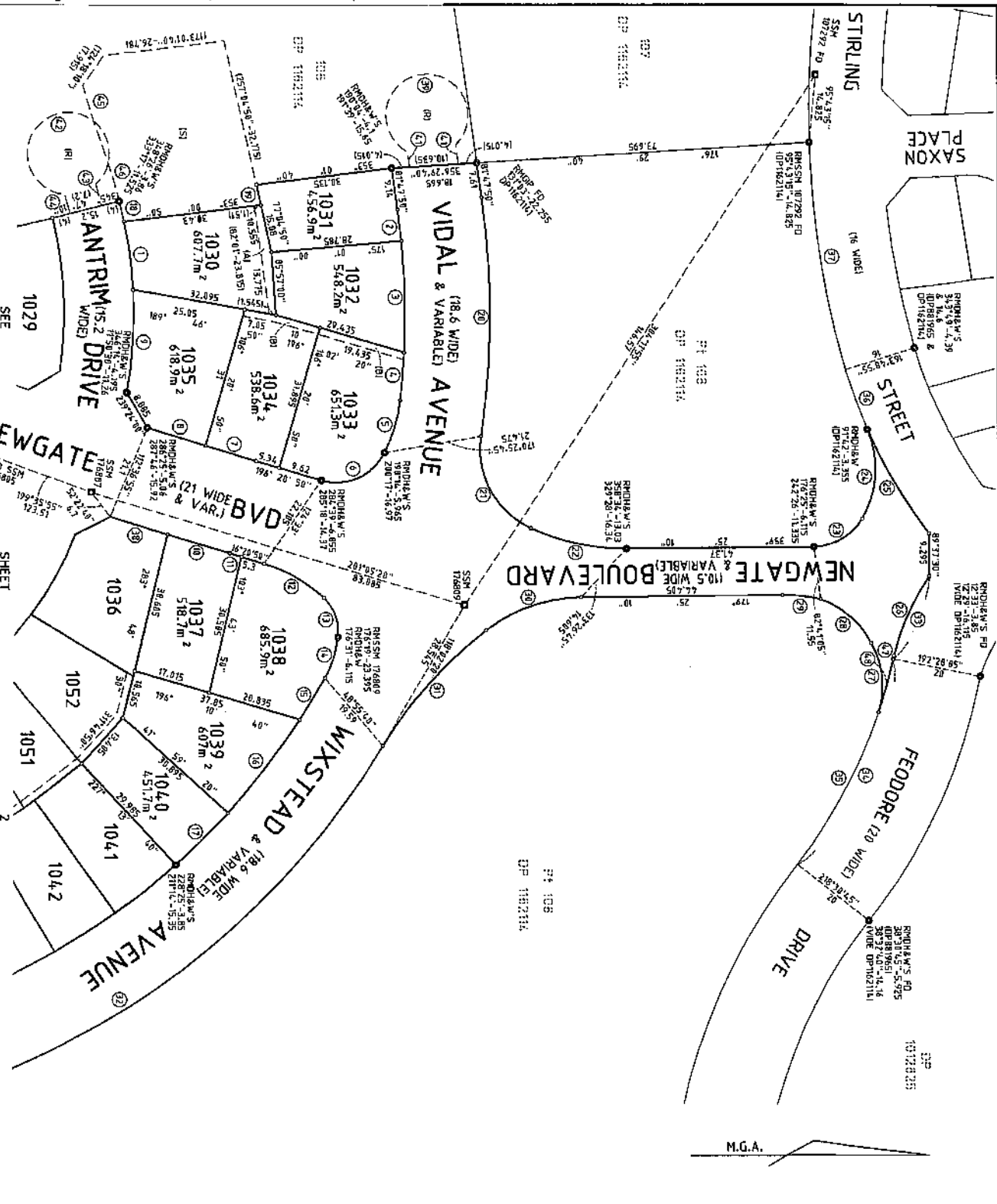
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PLAN 1162116

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 5 SHEETS



SCHEDULE OF SHORT & CURVED BOUNDARIES

| NO. | BEARING | CHORD | ARC | RADIUS |
|-----|------------|--------|--------|--------|
| 1 | 262°42'00" | 15.01 | 75.02 | 700 |
| 2 | 83°01'30" | 4.865 | 6.865 | 160 |
| 3 | 88°37'30" | 24.38 | 24.415 | 160 |
| 4 | 92°52'10" | 10.775 | 10.48 | 160 |
| 5 | 106°52'10" | 11.95 | 12.01 | 34 |
| 6 | 156°43'00" | 15.325 | 16.62 | 12 |
| 7 | 196°36'30" | 13.375 | 11.66 | 200 |
| 8 | 196°52'30" | 13.375 | 13.975 | 200 |
| 9 | 272°28'00" | 22.575 | 22.565 | 100 |
| 10 | 16°33'00" | 14.23 | 14.73 | 2021 |
| 11 | 16°20'50" | 2.75 | 15.155 | 32.7 |
| 12 | 29°37'30" | 15.02 | 9.425 | 10 |
| 13 | 69°54'00" | 9.08 | 9.46 | 23.9 |
| 14 | 108°16'20" | 9.4 | 10.635 | 160.7 |
| 15 | 124°28'30" | 10.635 | 25.38 | 160.7 |
| 16 | 127°59'00" | 25.855 | 16.08 | 160.7 |
| 17 | 135°29'00" | 16.175 | 4.555 | 100 |
| 18 | 177°05'30" | 4.555 | 4.555 | 100 |
| 19 | 257°04'50" | 4.525 | 52.33 | 178.6 |
| 20 | 90°11'30" | 52.145 | 24.485 | 18.9 |
| 21 | 61°28'20" | 21.595 | 21.765 | 50 |
| 22 | 11°53'30" | 12.29 | 12.845 | 12.5 |
| 23 | 329°58'40" | 12.29 | 20.355 | 21.5 |
| 24 | 272°28'40" | 19.585 | 26.925 | 166 |
| 25 | 297°11'00" | 26.455 | 16.21 | 30 |
| 26 | 116°29'15" | 19.09 | 15.585 | 10 |
| 27 | 83°54'50" | 15.155 | 16.94 | 19.65 |
| 28 | 220°31'00" | 14.575 | 8.575 | 37.5 |
| 29 | 5°58'55" | 8.53 | 22.6 | 35 |
| 30 | 160°55'20" | 22.21 | 34.04 | 93.9 |
| 31 | 192°12'18" | 39.05 | 163.25 | 179.3 |
| 32 | 147°44'20" | 197.68 | 20.025 | 50 |
| 33 | 113°57'10" | 19.895 | 20.025 | 50 |
| 34 | 115°29'25" | 49.57 | 38.055 | 110 |
| 35 | 118°36'05" | 37.875 | 13.815 | 106 |
| 36 | 70°15' | 13.815 | 50.33 | 201 |
| 37 | 80°59'30" | 50.195 | 13.11 | 13.11 |
| 38 | 18°56'20" | 13.11 | 45.215 | 9 |
| 39 | 171°47'50" | 10.6 | 4.23 | 9 |
| 40 | 261°47'30" | 1.375 | 4.915 | 9 |
| 41 | 261°47'30" | 7.2 | 15.725 | 180 |
| 42 | 342°45' | 4.755 | 10.355 | 100 |
| 43 | 252°04' | 4.375 | 0.82 | 50 |
| 44 | 72°47'05" | 15.72 | 10.355 | 100 |
| 45 | 72°47'05" | 10.76 | 0.82 | 50 |
| 46 | 102°56'50" | 0.82 | 13.935 | 110 |
| 47 | 102°56'50" | 11.93 | | |
| 48 | 185°34'58" | 11.93 | | |

(A) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
 (B) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
 (C) PART LOT 106 DP 1162116 BENEFITTED BY EASEMENT
 FOR DRAINAGE OF WATER
 (D) RIGHT OF ACCESS VARIABLE WIDTH

SSM 176807 - SSM 107292
 301°55'55" - 84.15

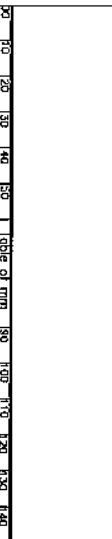
Surveyor: MATTHEW JOHN HYNES
 Date of Survey: 15th NOVEMBER 2011
 Surveyor's Ref: 21-100943-1
 2011/10/08/051 ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 101 IN DP 1162116

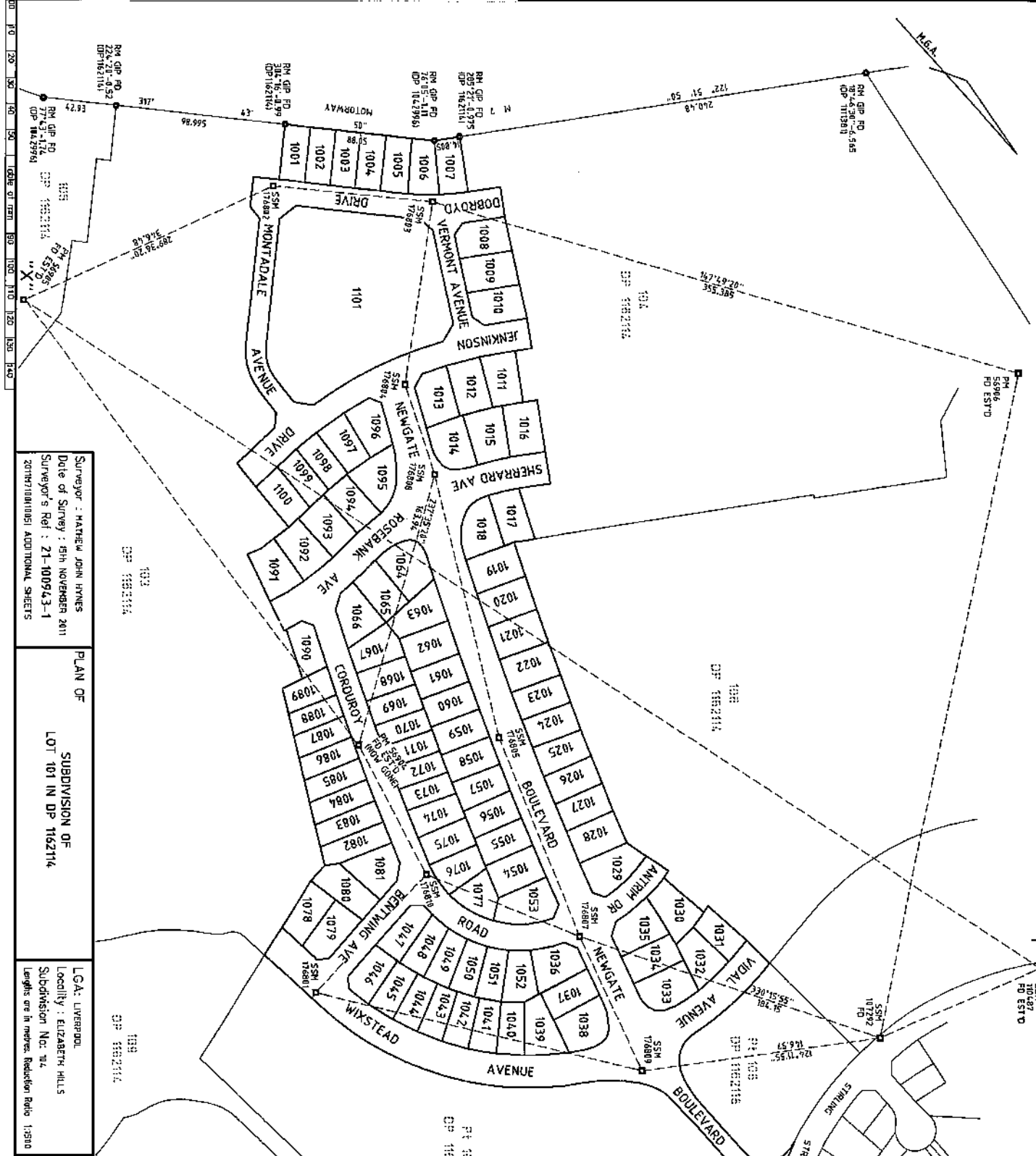
LGA: LIVERPOOL
 Locality: ELIZABETH HILLS
 Subdivision No: 112
 Lengths are in metres. Reduction Ratio: 1:500

Registered 21.2.2012

DP1162116



SHEET



SCHEDULE OF PERMANENT MARKS

SUBJECTING REGULATIONS 2016 (L.A. 16.01) AND CLAUSE 61(2)

| MARK | EASTING | NORTHING | CLASS | ORDER | ORIGIN |
|----------|------------|-------------|-------|-------|--------|
| PM 56904 | 310851.485 | 624.7089132 | C | 3 | SCMS |
| PM 56905 | 310802.657 | 624.6678214 | C | 3 | SCMS |
| PM 56906 | 310823.105 | 624.7186197 | C | 3 | SCMS |
| PM 56907 | 310552.508 | 624.1942156 | B | 1 | SCMS |
| PM 56908 | 310564.89 | 624.175716 | B | 1 | SCMS |
| PM 56909 | 310676.84 | 624.6796148 | B | 1 | SCMS |
| PM 56910 | 310612.35 | 624.6882110 | B | 1 | SCMS |
| PM 56911 | 310694.26 | 624.6973126 | B | 1 | SCMS |
| PM 56912 | 310839.41 | 624.7125156 | B | 1 | SCMS |
| PM 56913 | 310878.25 | 624.6981128 | B | 1 | SCMS |
| PM 56914 | 310884.51 | 624.7131408 | B | 1 | SCMS |
| PM 56915 | 310873.40 | 624.7151942 | B | 1 | SCMS |

SOURCE: SCMS ON LINE MAY 2011, ZONE 56, C.S.F. 1.001077

MGA TRAVERSE

PM 56905 "X" - SSM 1162116 "Y"
 337°47'25" - 924.127 MGA GNDI
 337°48'25" - 924.153 MGA TRAV

PM 56904 - PM 56906
 282°23'17" - 441.092 MGA GNDI
 282°23'04" - 444.832 MGA TRAV

PM 56906 - PM 56905
 129°58'30" - 555.956 MGA GNDI
 129°58'27" - 555.979 MGA TRAV

SSM 10287 - SSM 10292
 127°17'31" - 483°988 MGA GNDI
 127°48'25" - 484.088 MGA TRAV

PM 56904 - PM 56905
 157°17'36" - 417.883 MGA GNDI
 157°17'28" - 417.915 MGA TRAV

PM 56906 - SSM 10292
 53°46'53" - 391.882 MGA GNDI
 53°47'05" - 391.875 MGA TRAV

Surveyor: HATHEW JOHN HAVES
 Date of Survey: 15th NOVEMBER 2011
 Surveyor's Ref: 21-100943-1
 2018101010001 ADDITIONAL SHEETS

PLAN OF
 SUBDIVISION OF
 LOT 101 IN DP 1162116

LGA: LIVERPOOL
 Locality: EUCABETH HILLS
 Subdivision No. 74
 Lengths are in metres. Reduction Ratio 1:5000

Registered
 21.2.2012

DP1162116

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)


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

Office Use Only

Ⓔ DP1162116

Pursuant to Section 88B of the Conveyancing Act 1919, as amended, it is intended to create:

1. Easement for Drainage of Water Variable Width (A)
2. Easement for Drainage of Water 1.5 Wide (B)
3. Right of Access (Variable Width) (R)
4. Restriction on the Use of Land
5. Restriction on the Use of Land
6. Easement for Padmount Substation 2.75 Wide (E)
7. Restriction on the Use of Land (K)
8. Restriction on the Use of Land (L)
9. Easement for Drainage of Water Variable Width (H) *1.5 Wide*
10. Easement for Drainage of Water Variable Width (I) *1.5 Wide*
11. Easement for Drainage of Water Variable Width (J) *1.5 Wide*
12. Easement for Drainage of Water Variable Width (M) *1.5 Wide*
13. Restriction on the Use of Land
14. Restriction on the Use of Land
15. Restriction on the Use of Land
16. Restriction on the Use of Land
17. Easement for Underground Cables 1 wide (N)

Registered:  21.2.2012
 Title System: TORRENS
 Purpose: SUBDIVISION

Office Use Only

PLAN OF SUBDIVISION OF LOT 101 IN DP1162114

LGA: LIVERPOOL
 Locality: ELIZABETH HILLS
 Parish: CABRAMATTA
 County: CUMBERLAND

Pursuant to Section 88B of the Conveyancing Act 1919, as amended, it is intended to release:

1. Right of Carriage Way Variable Width (Lot 101 DP1162114)


Survey Certificate

I, Mathew John Hynes

of RPS Australia East Pty Ltd

a surveyor registered under the Surveying and Spatial Information Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation 2006 and was completed on: 15th November 2011

The survey relates to Lots 1001 – 1101

Signature  Dated: 22nd November 2011
 Surveyor registered under the Surveying and Spatial Information Act 2002

Datum Line: 'X' – 'Y'

Type: Urban

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

I.....In approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:
 Date:
 File Number:
 Office:

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed Subdivision set out herein
 (insert 'subdivision' or 'new road')


 * Authorised Person/ General Manager/ Accredited Certifier

Consent Authority: Liverpool City Council
 Date of Endorsement: 22-12-2011
 Accreditation No:
 Subdivision Certificate no: 104
 File no: 1595/16

Plans used in the preparation of survey

- | | | | |
|-----------|-----------|-----------|-----------|
| DP100746 | DP849231 | DP1087825 | DP1017712 |
| DP881965 | DP855010 | DP1162114 | |
| DP1139171 | DP1130459 | DP1158385 | |
| DP1012825 | DP771080 | DP1042996 | |
| DP838683 | DP875867 | | |
| DP836093 | DP1141990 | DP1017703 | |

If space is insufficient use PLAN FORM 6A annexure sheet

* Strike through inapplicable parts.

Surveyor's Reference:21/100943/1

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 101 IN
DP1162114

Office Use Only

DP1162116

Registered:  21.2.2012

Office Use Only

Subdivision Certificate No.: 104

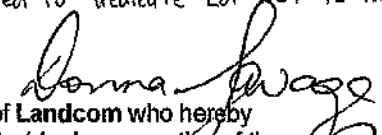
Date of Endorsement: 22-12-2011

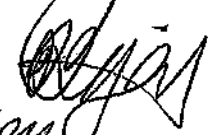
DP1018622, DP1026909, DP1031522, DP1034089, DP1052601, DP1102554, DP1111381, DP1147551

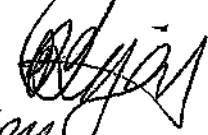
Vermont Avenue (11.7 Wide)

It is intended to dedicate Newgate Boulevard (10.5 Wide and Variable, 21 Wide and Variable), Antrim Drive (15.2 Wide), Corduroy Road (15.2 Wide), Wixstead Avenue (18.6 Wide and Variable), Bentwing Avenue (15.2 Wide), Sherrard Avenue (18.6 Wide), Rosebank Avenue (17.4 Wide), Vidal Avenue (18.6 Wide and Variable), Jenkinson Drive (17.4 Wide and Variable), Montadale Avenue (11.7 Wide), Dobroyd Drive (13.9 Wide and Variable and 17.4 Wide) and their splay corners to the public as road.


It is intended to dedicate Lot 101 to the public as Public Reserve

Signed by me 
As Delegate of Landcom who hereby
declares that he/she has no notice of the
revocation of the delegation in the
presence of:


Ronald A. Bijou
Level 2, 330 Church Street
Parramatta


DONNA SAVAGE
LANDCOM

Surveyor's Reference: 21/100943/1

19.3.2012

VERMONT AVENUE ADDED TO STATEMENT OF INTENTION TO DEDICATE PUBLIC ROADS - VIDE 2012-263

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

PLAN OF SUBDIVISION OF LOT 101 IN
DP1162114

DP1162116

Office Use Only

Registered:  21.2.2012

Subdivision Certificate No.:

104

Date of Endorsement:

22-12-2011

Signature of attorney:

Name of attorney: *Geoff Riethmuller*

Endeavour Energy

Surveyor's Reference: 21/100943/1

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

(Sheet 1 of 11 sheets)

Plan: **DP1162116**

Subdivision of Lot 101 in D.P.1162114
 Covered by Subdivision Certificate
 No 104 of 22-11-2012

Full name and address of the owner of the land:

Landcom
 Level 2, 330 Church Street
 PARRAMATTA NSW 2124

Part 1 (Creation)

| Number of item shown in the intention panel on the plan | Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s) | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|---|---|------------------------------|---|
| 1 | Easement for Drainage of Water variable width (A) | 1030 | Part 106 DP1162114 designated 'S' |
| 2 | Easement for Drainage of Water 1.5 wide (B) | 1011 | Part Lot 104 DP1162114 designated 'Y' |
| | | 1012 | 1011 & Part Lot 104 DP1162114 designated 'Y' |
| | | 1013 | 1011, 1012 & Part Lot 104 DP1162114 designated 'Y' |
| | | 1017 | Part Lot 104 DP116214 designated 'T' |
| | | 1018 | Part Lot 104 DP116214 designated 'T' and 1017 |
| | | 1034 | 1030, 1035 & Part 106 DP1162114 designated 'S' |
| | | 1033 | 1030, 1034, 1035 & Part 106 DP1162114 designated 'S' |
| | | 1047 | 1036, 1048 to 1052 inclusive |
| | | 1048 | 1036, 1049 to 1052 inclusive |
| | | 1049 | 1036, 1050 to 1052 inclusive |
| | | 1050 | 1036, 1051 and 1052 |
| | | 1051 | 1036 and 1052 |
| 1052 | 1036 | | |
| 1054 | 1055 to 1058 inclusive | | |

Plan: **DP1162116**

Subdivision of Lot 101 in D.P.1162114
 Covered by Subdivision Certificate
 No 104 of 22-12-2012

Full name and address of the owner of the
 land:

Landcom
 Level 2, 330 Church Street
 PARRAMATTA NSW 2124

| Number of item shown in the intention panel on the plan | Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s) | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|---|---|------------------------------|---|
| 2 (Cont.) | | 1055 | 1056 to 1058 inclusive |
| | | 1066 | 1057 and 1058 |
| | | 1057 | 1058 |
| | | 1059 | 1067 to 1072 inclusive |
| | | 1064 | 1065 and 1066 |
| | | 1065 | 1066 |
| | | 1068 | 1067 |
| | | 1069 | 1067 and 1068 |
| | | 1070 | 1067 to 1069 inclusive |
| | | 1071 | 1067 to 1070 inclusive |
| | | 1072 | 1067 to 1071 inclusive |
| | | 1076 | 1054 to 1058 inclusive |
| | | 1082 | 1083 to 1090 inclusive & Part Lot 103 DP 1162114 designated 'U' |
| | | 1083 | 1084 to 1090 inclusive & Part Lot 103 DP 1162114 designated 'U' |
| | | 1084 | 1085 to 1090 inclusive & Part Lot 103 DP 1162114 designated 'U' |
| | | 1085 | 1086 to 1090 inclusive & Part Lot 103 DP 1162114 designated 'U' |
| | | 1086 | 1087 to 1090 inclusive & Part Lot 103 DP 1162114 designated 'U' |
| | | 1087 | 1088 to 1090 inclusive & Part Lot 103 DP 1162114 designated 'U' |

Plan: DP1162116

Subdivision of Lot 101 in D.P.1162114

Covered by Subdivision Certificate

No 104 of 22-12-2012

Landcom

Level 2, 330 Church Street

PARRAMATTA NSW 2124

Full name and address of the owner of the land:

| Number of item shown in the intention panel on the plan | Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s) | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|---|---|---|--|
| 2 (Cont.) | | 1088 1089 1096 1097 1098 | 1089 and 1090 & Part Lot 103 DP 1162114 designated 'U' 1090 & Part Lot 103 DP 1162114 designated 'U' 1097 to 1099 inclusive 1098 and 1099 1099 |
| 3 | Right of Access variable width (R) | Lot 103 DP1162114 Lot 104 DP1162114 Lot 106 DP1162114 | Liverpool City Council |
| 4 | Restriction on the Use of Land | 1001 to 1007 inclusive | Liverpool City Council |
| 5 | Restriction on the Use of Land | 1001 to 1007 inclusive | Liverpool City Council |
| 6 | Easement for Padmount Substation 2.75 wide (E) | 1014 & 1053 | Endeavour Energy |
| 7 | Restriction on the Use of Land (K) | 1013, 1014, 1053 & 1077 | Endeavour Energy |
| 8 | Restriction on the Use of Land (L) | 1013, 1014, 1053 & 1077 | Endeavour Energy |
| 9 | Easement for Drainage of Water 1.5 wide (H) | Lot 103 DP1162114 | Part 103 DP1162114 designated 'U', 1082-1090 incl & Part 103 DP1162114 designated 'V' |
| 10 | Easement for Drainage of Water 1.5 wide (I) | Lot 103 DP1162114 | 1090 |
| 11 | Easement for Drainage of Water 1.5 wide (J) | Lot 103 DP1162114 | Part 103 DP1162114 designated 'U', 1082-1090 incl |

Plan: **DP1162116**

Subdivision of Lot 101 in D.P.1162114

Covered by Subdivision Certificate

No 104 of 22-12-2012

Landcom

Level 2, 330 Church Street

PARRAMATTA NSW 2124

Full name and address of the owner of the land:

| Number of item shown in the intention panel on the plan | Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s) | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|---|---|--|---|
| 12 | Easement for Drainage of Water 1.5 wide (M) | Lot 103 DP1162114 | 1100 & Part 103 DP1162114 designated |
| 13 | Restriction on the Use of Land | 1011 to 1018 Inclusive 1036 to 1059 Inclusive 1064, 1065, 1066 1071 to 1079 Inclusive | Liverpool City Council |
| 14 | Restriction on the Use of Land | 1033 & 1038 | Every other Lot |
| 15 | Restriction on the Use of Land | Every Lot | Every other Lot |
| 16 | Restriction on the Use of Land | 1001 to 1006 Inclusive | Every Other Lot |
| 17 | Easement for Underground Cables 1 wide (N) | 1101 | Endeavour Energy |

Part 1A (Release)

| Number of item shown in the intention panel on the plan | Identify of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan. | Burdened lot(s) or parcel(s) | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|---|--|------------------------------|---|
| 1 | Right of Carriageway variable width (DP1162114) | Lot 101 DP1162114 | Liverpool City Council Lots 103 to 106 DP1162114 |

Part 2 (Terms)

1. Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.

Liverpool City Council

2. Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan.

Liverpool City Council

Plan: **DP1162116**

Subdivision of Lot 101 in D.P.1162114

Covered by Subdivision Certificate

No 104 of 22-12-2012

Full name and address of the owner of the land:

Landcom
Level 2, 330 Church Street
PARRAMATTA NSW 2124

3. Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

Liverpool City Council

4. Terms of easement, profit à prendre, restriction or positive covenant numbered 4 in the plan.

No fencing is to be erected along the M7 motorway boundary of the lots burdened unless:

- a) That fencing erected along the M7 motorway boundary is to be in accordance with approved engineering plans (if fencing is not constructed prior to release to final plan of subdivision)
- b) Such fencing shall not be removed, damaged, destroyed or permitted to fall into disrepair
- c) Fencing is not to be erected other than that approved prior to release of final plan of subdivision

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan.

Liverpool City Council

5. Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.

No dwelling is to be erected on the lots burdened unless they are designed and constructed in accordance with the requirements of Australia Standard as 3871 – 1989. Acoustics – Road traffic noise intrusion – Building siting and construction and to the satisfaction of Liverpool City Council

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan.

Liverpool City Council

6. Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.

An Easement for Padmount Substation in the terms set out in Memorandum 9262886 filed in the office of Land and Property Information New South Wales, subject to changing Integral Energy Australia to Endeavour Energy clause 5.1

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan.

Endeavour Energy

7. Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan.

1.0 No building shall be erected or permitted to remain within the restriction site unless:

- 1.1 the external surface of the building surface erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating

and the owner provides the authority benefited with an engineer's certificate to this effect.

Plan: **DP1162116**

Subdivision of Lot 101 in D.P.1162114
Covered by Subdivision Certificate
No 104 of 22-12-2012

Full name and address of the owner of the
land:

Landcom
Level 2, 330 Church Street
PARRAMATTA NSW 2124

2.0 The fire ratings mentioned in clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

3.0 Definitions:

- 3.1 "120/120/120 fire rating" and "60/60/60 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 3.2 "building" means a substantial structure with a roof and walls and includes any projections from the external walls.
- 3.3 "erect" includes construct, install build and maintain.
- 3.4 "restriction site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 7 in the plan.

Endeavour Energy

8. Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan.

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site.

2. Definitions

"erect" includes construct, install, build and maintain

"restriction site" means that part of the lot burdened subject to the restriction on the use of land.

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 8 in the plan.

Endeavour Energy

9. Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 9 in the plan.

Liverpool City Council

10. Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 10 in the plan.

Liverpool City Council

11. Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 11 in the plan.

Liverpool City Council

Plan: **DP1162116**

Subdivision of Lot 101 in D.P.1162114
Covered by Subdivision Certificate
No 104 of 22-12-2012
Landcom
Level 2, 330 Church Street
PARRAMATTA NSW 2124

Full name and address of the owner of the land:

12. **Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 12 in the plan.**

Liverpool City Council

13. **Terms of easement, profit à prendre, restriction or positive covenant numbered 13 in the plan.**

No building shall be erected on the lots burdened unless consideration is given to the use of special footings as designed by a structural engineer for any building and that any footings be designed to the satisfaction of Liverpool City Council.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 13 in the plan.

Liverpool City Council

14. **Terms of easement, profit à prendre, restriction or positive covenant numbered 14 in the plan.**

No dwelling is to be erected or remain erected on the lot burdened unless it is two storey in height.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 14 in the plan.

This restriction on the use of land may only be released, varied or modified by Landcom or its successor in title (other than the purchasers on sale) whilst Landcom or its successor in title (other than purchasers on sale) owns any lot or part of any lot in the Deposited Plan to which this instrument relates. Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.

15. **Terms of easement, profit à prendre, restriction or positive covenant numbered 15 in the plan.**

1. No application for planning approval for development application or complying development for the erection of a dwelling on the lot burdened shall be submitted for approval unless accompanied by a letter from the Elizabeth Hills Design Review Panel confirming that the design of the dwelling complies with the requirements of the version of the Elizabeth Hills Design Guidelines for the Elizabeth Hills development available from Mirvac Homes (NSW) Pty Limited ACN 006 922 998 current at the time the owner of a lot burdened purchases that lot (**Elizabeth Hills Design Guidelines**). An application for planning approval for development or complying development for the erection of a dwelling on the lot burdened shall only be submitted to Liverpool Council or Private Certifier subsequent to Elizabeth Hills Design Review Panel Approval and if it complies with point 3 of this restriction.

2. No dwelling shall be erected on a lot burdened unless in accordance with the development controls contained in the Liverpool Development Control Plan 2008 – Land Subdivision and Development in Elizabeth Hills (South Cecil Hills) (as amended from time to time).

3. No dwelling shall be erected or be permitted to remain erected on each lot burdened unless:

Plan: **DP1162116**

Subdivision of Lot 101 in D.P.1162114

Covered by Subdivision Certificate

No 104 of 22-12-2012

Full name and address of the owner of the land:

Landcom
Level 2, 330 Church Street
PARRAMATTA NSW 2124

- a. the dwelling is constructed and external materials, colours and finishes, including roof tiles and bricks of the dwelling, fencing and landscaping have been designed in accordance with the Elizabeth Hills Design Guidelines; and
 - b. the plans, elevations, details of external materials, colours and finishes, including roof tiles and bricks have been submitted to and approved in writing by the Elizabeth Hills Design Review Panel.
4. No fence shall be erected on each lot burdened to divide that lot burdened from any adjoining land owned by Landcom or Landcom's successors (other than purchasers on sale) without the consent of Landcom or Landcom's successors (other than purchasers on sale). Landcom or Landcom's successors must not withhold consent under this restriction if the fencing is erected without expense to Landcom or its successors (other than purchasers on sale) and in favour of any person dealing with the purchaser or the purchaser's assigns. The consent of Landcom or Landcom's successors is deemed to have been given in respect of every such fence which is erected as at the date of registration of the Deposited Plan to which this instrument relates. This restriction in regard to fencing shall be binding on a purchaser, the purchaser's executors and administrators and assigns only during the ownership of the said adjoining lands by Landcom or its successors (other than purchasers on sale).
 5. No advertising hoarding sign or matter displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Landcom or its successors (other than purchasers on sale).
 6. No boats, trailers, caravans or any other towable item may be parked on or in a lot burdened if the boat, trailer, caravan or other towable item is visible from a road, footpath, park and the like.
 7. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot burdened.
 8. No more than one dwelling may be erected on a lot burdened.
 9. The lot burdened may not be subdivided.
 10. No building may be altered on a lot burdened in such a way as to create another dwelling unless the owner of the lot burdened obtains the consent of Landcom or its successors (other than purchasers on sale).
 11. This restriction on the use of land shall cease to have effect on the earlier of:
 - a. 12 months after the date that Landcom or its successor in title (other than purchasers on sale) no longer is the registered proprietor of any lot or part of any lot in the Deposited Plan to which this instrument relates; and
 - b. the date seven (7) years after the date of registration of the Deposited Plan to which this instrument relates

and on and from that date this restriction is extinguished without further assurance.

Plan: **DP1162116**

Subdivision of Lot 101 in D.P.1162114

Covered by Subdivision Certificate

No 104 of 22-12-2012

Landcom

Level 2, 330 Church Street

PARRAMATTA NSW 2124

Full name and address of the owner of the land:

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 15 in the plan.

This restriction on the use of land may only be released, varied or modified by Landcom or its successor in title (other than the purchasers on sale) whilst Landcom or its successor in title (other than purchasers on sale) owns any lot or part of any lot in the Deposited Plan to which this instrument relates. Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.

16. Terms of easement, profit à prendre, restriction or positive covenant numbered 16 in the plan.

No dwelling is to be erected or remain erected on the lot burdened unless it has an architecturally designed façade treatment that addresses the street frontage, and includes the construction of a front fence of rendered brick pier or similar.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 16 in the plan.

This restriction on the use of land may only be released, varied or modified by Landcom or its successor in title (other than the purchasers on sale) whilst Landcom or its successor in title (other than purchasers on sale) owns any lot or part of any lot in the Deposited Plan to which this instrument relates. Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.

17. Terms of easement, profit à prendre, restriction or positive covenant numbered 17 in the plan.

An Easement for Underground Cables in the terms set out in Memorandum 9262885 filed in the office of Land and Property Information New South Wales, subject to changing Integral Energy Australia to Endeavour Energy clause 5.1

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 17 in the plan.

Endeavour Energy

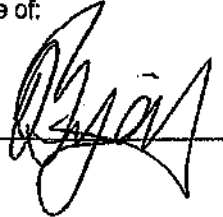
Plan: **DP1162116**

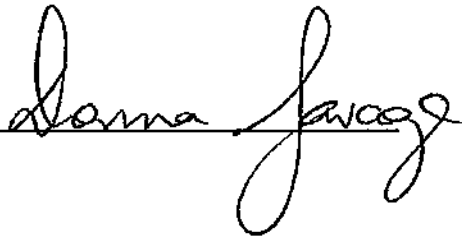
Subdivision of Lot 101 in D.P.1162114
Covered by Subdivision Certificate
No 104 of 22-12-2011
Landcom
Level 2, 330 Church Street
PARRAMATTA NSW 2124

Full name and address of the owner of the land:

SIGNATURES

Signed by me DONNA SAVAGE
As Delegate of Landcom who hereby
Declares that he has no notice of the
revocation of the delegation in the
presence of:


Witness


Landcom


Ronald A Bijen
Name of Witness
Level 2,
330 Church Street
Parramatta
Address of Witness


(Sheet 11 of 11 sheets)

Plan: **DP1162116**
Full name and address of the owner of the land:

Subdivision of Lot 101 in D.P.1162114
Covered by Subdivision Certificate
No **104** of **22-12-2011**
Landcom
Level 2, 330 Church Street
PARRAMATTA NSW 2124

Signed on behalf of Endeavour Energy
ABN 59 253 130 878
by its Attorney pursuant to Power of
Attorney Book 4613 No 641 in the
presence of:


Signature of Attorney
Name: **Geoff Rethmuller**
Position: **Network Property Mgr**


Signature of Witness

Raymond Simmonds
Name of Witness

7-12-2011
Date of Execution
Reference: **URS 11615**

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

Approved by Liverpool City Council



Authorised Officer

REGISTERED



21.2.2012

Form: 01TCV
Licence: 01-08-068
Licensee: Midware Systems
Champion Legal

TRANSFER INCLUDING COVER

New South Wales
Real Property Act 1900



9560474X

PRIVACY NOTE: this information is legally required and will become part of the public record

STAMP DUTY

| | |
|---|--|
| Office of State Revenue use only | |
| NEW SOUTH WALES DUTY 17-04-2003 0001367316-001 SECTION OTHER LEGN-ORIGINAL NO DUTY payable | |

(A) TORRENS TITLE

If appropriate, specify the part or share transferred
PART OF FOLIO IDENTIFIER 1356/881965 NOW BEING FOLIO IDENTIFIER 24/1042996

(B) LODGED BY

| Delivery Box | Name, Address or DX and Telephone | CODE |
|--------------|--|----------|
| 440T | CHAMPION LEGAL, Solicitors DX 8220 PARRAMATTA Tel: (02) 9635 8266 Reference (optional): JJC.KL 42085 | T |

(C) TRANSFEROR

LANDCOM

(D)

The transferor acknowledges receipt of the consideration of \$ **12,338,650.00** and
 as regards the land specified above transfers to the transferee an estate in fee simple

(E)

and the transferor covenants with the transferee as fully set out in schedule 1 hereto.

(F)

Encumbrances (if applicable):

(G) TRANSFEREE

ROADS & TRAFFIC AUTHORITY OF NEW SOUTH WALES

TENANCY:

(H)

DATE

24 / 04 / 2003

(I)

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence

Signature of witness:

Name of witness:

Address of witness:

**RACHEL TYRA
LANDCOM
PARRAMATTA**

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signed by me **MARY MACKEN** its delegate of Landcom and I hereby certify that I have no notice of revocation of such delegation.

Authority of officer:
 Authority of officer:
 Signing on behalf of: **LANDCOM**

Mary Macken

Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Signature:

Signatory's name: **JOHN COTTER** *Pat Spithill*
 Signatory's capacity: Solicitor for the transferee

NO) forwarded

Form: 01TCV*

(J) SCHEDULE 1 TO TRANSFER: TRANSFEROR'S COVENANT

(K) Dated: 24 / 04 / 2003

From: LANDCOM

To: ROADS & TRAFFIC AUTHORITY OF NEW SOUTH WALES

(L) Land benefited by covenant: 24/1042996

Land burdened by covenant: 21/1042996

(M) Terms of the covenant:

AND the Transferor does hereby for the benefit of Lot 24 in DP1042996 being part of Lot 1356 in DP881965 ("the Dominant Tenement") covenant with the Transferee (in this Covenant "the Authority") and with Landcom so as to bind and burden Lot 21 in DP1042996 being part of Lot 1356 in DP881965 ("the Servient Tenement") that the Transferor will not without the written Consent of the Authority (which Consent may be revoked at any time by the Authority at its discretion and without compensation) construct or allow to be constructed on the Servient Tenement any means of access to or from the Dominant Tenement or use or allow to be used the Servient Tenement as a means of access to or from the Dominant Tenement AND it is hereby declared that the restriction imposed by this Covenant shall cease to apply if the Dominant Tenement after having been declared a controlled access road/freeway under Section 4 of the State Roads Act 1986 thereafter ceases to be such a controlled access road/freeway.

AND IT IS AGREED AND DECLARED THAT:-

- A. The land to which the benefit of this covenant is Lot 24 in DP1042996 being part of Lot 1356 in DP881965.
- B. The land which is subject to the burden of this covenant is Lot 21 in DP1042996 being part of Lot 1356 in DP881965.
- C. The party having the right to release, vary or modify the restriction is The Roads and Traffic Authority of New South Wales.

RACHEL TYRA
LANDCOM
PARRAMATTA



(N) Signature of witness:

Signature of witness:

Signed by me MARY MACKEN as delegate
of Landcom and I hereby certify that I have
no notice of revocation of such delegation.



Signature of transferor:

Signature of transferee:
Solicitor



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

**Ref.: 8279:79576
Ppty: 175915**

Cert. No.: 196

**Applicant:
NEW HORIZON CONVEYANCING
PO BOX 346
CAMPBELLTOWN NSW 2560**

**Receipt No.: 4299118
Receipt Amt.: 53.00
Date: 16-Jul-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 1073 DP 1162116

Street Address: 11 CORDUROY ROAD, ELIZABETH HILLS NSW 2171

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

Note: Commonly Used Abbreviations:

LEP: Local Environmental Plan
DCP: Development Control Plan
SEPP: State Environmental Planning Policy
EPI: Environmental Planning Instrument



1. Names of relevant planning instruments and DCPs

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

LEPs:

Liverpool LEP 2008

SEPPs*:

SEPP No. 33 – Hazardous and Offensive Development
SEPP No. 50 – Canal Estate Development
SEPP No. 55 – Remediation of Land
SEPP No. 62 – Sustainable Aquaculture
SEPP No. 65 – Design Quality of Residential Flat Development
SEPP (Building Sustainability Index: BASIX) 2004
SEPP No. 70 – Affordable Housing (Revised Schemes)
SEPP (Infrastructure) 2007
SEPP (Mining, Petroleum Production and Extractive Industries) 2007
SEPP (Miscellaneous Consent Provisions) 2007
SEPP (State and Regional Development) 2011
SEPP (Education Establishments and Child Care Facilities) 2017
SEPP (Vegetation in Non-Rural Areas) 2017
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Affordable Rental Housing) 2009
SEPP No 19 – Bushland in Urban Areas
SEPP No 21 – Caravan Parks
SEPP No 30 – Intensive Agriculture
SEPP No 44 – Koala Habitat Protection
SEPP No 64 – Advertising and Signage
SEPP (Housing for Seniors or People with a Disability) 2004

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.

R1 General 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; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing

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

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

Additional Use - Use of certain land at Elizabeth Hills in Zone R1

(1) This clause applies to Lot 11, DP 1139171 in Zone R1 General Residential at Stirling Street, Elizabeth Hills.

(2) Development for the purpose of residential accommodation (other than dual occupancy) is permitted with consent.



(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, Low Rise Medium Density Housing Code, Rural Housing Code and Greenfield Housing Code | All | |
| Commercial and Industrial (New Buildings and Additions) Code | All | |

| Code | Extent of the land for which development is permitted: | The reason(s) as to why development is prohibited: |
|---|--|--|
| 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 is 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 |



| Hazard/Risk | Adopted Policy | Does this hazard/risk policy apply to the land? |
|-------------------------------|--|---|
| Acid Sulphate Soils | Liverpool LEP 2008 | No |
| | Liverpool DCP 2008 | No |
| Potentially Contaminated Land | Liverpool DCP 2008 | Yes, see section 10 of Part 1 of the Liverpool DCP 2008 |
| | Liverpool Growth Centre Precincts DCP* | No |
| Potentially Saline Soils | Liverpool DCP 2008 | Yes |
| | Liverpool Growth Centre Precincts DCP* | No |

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

7A. Flood related development controls information

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

No

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

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

No

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

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

8. Land reserved for acquisition

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

No



9. Contribution Plans

Liverpool Contributions Plan 2009

9A. Biodiversity certified land*

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

No

10. Biobanking agreements*

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

No

10A. Native vegetation clearing set asides

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

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

11. Bushfire prone land

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

No

12. Property vegetation plans*

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

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

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

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

No, Council has not been notified of an order

14. Directions under Part 3A*



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

No

15. Site compatibility certificates and conditions for seniors housing*

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

No, Council has not been notified of an order.

16. Site compatibility certificates for infrastructure*

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

No, Council has not been notified of an order

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

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

No, Council has not been notified of an order.

18. Paper subdivision information*

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

No

19. Site verification certificates*

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

No, Council is not aware of a site verification certificate

20. Loose-fill asbestos insulation *

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

No



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

21. Affected building notices and building product rectification orders*

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

No

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

No

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

No

22. Contaminated land

Is the land:

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

No

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

No

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

No

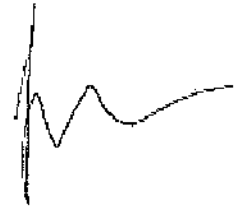
(d) Subject to an ongoing maintenance order within the meaning of that Act?

No

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

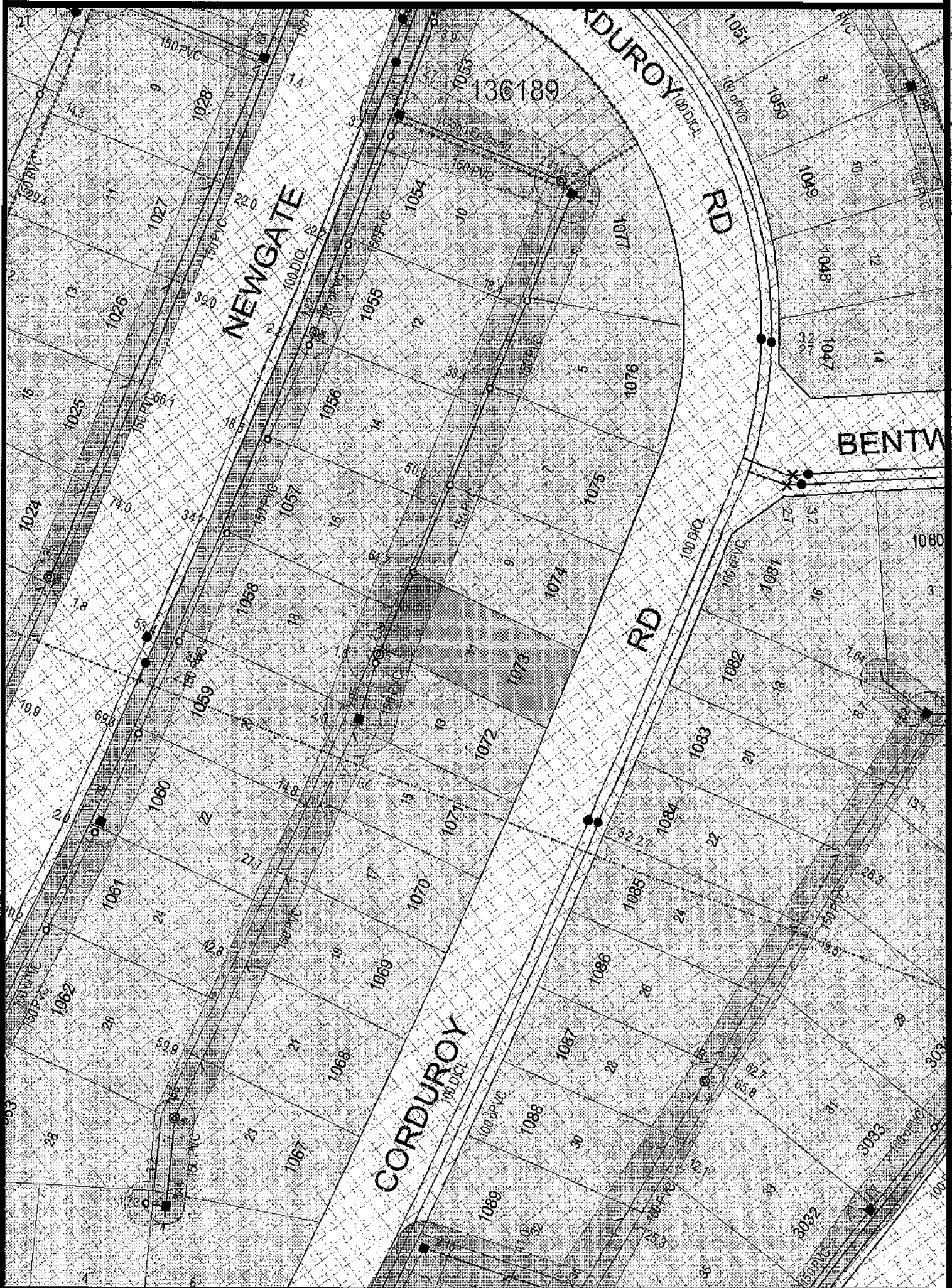
No

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



**Kiersten Fishburn
Chief Executive Officer
Liverpool City Council**

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



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.

Application: **10214790**

Your Ref: 8279

18 July 2019

**Property details: 11 Corduroy Rd ELIZABETH HILLS NSW 2171
LOT 1073 DP 1162116**

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services
Customer Services

**Home Warranty Insurance
Certificate of Insurance**



**Home Warranty
Insurance Fund**

QBE Insurance (Australia) Ltd
Level 3, 85 Harrington St
SYDNEY NSW 2000
Phone: 1300 780 723
Fax: 02 8275 9330
ABN: 78 003 191 036
AFB License No: 230545



Policy Number BNA0107328WI-288

**FAREESH AND SHARON DEAN
44 LASCELLS STREET
CECIL HILLS 2171**

**Name of Intermediary
TRANS-WEST INSURANCE BROKERS
P O BOX 285
LIVERPOOL NSW 2170**

**Account Number
BN0012064
Date Issued
02/08/2012**

Policy Schedule Details

Certificate in Respect of Insurance

Residential Building Work by Contractors

A contract of insurance complying with sections 92 and 98 of the Home Building Act 1989 has been issued by QBE Insurance (Australia) Limited as agent for and on behalf of the NSW Self Insurance Corporation (SiCorp) (ABN 97 369 689 860) who is responsible for management of the Home Warranty Insurance Fund.

| | |
|-------------------------------------|--|
| In Respect of | NEW SINGLE DWELLING CONSTRUCTION CONTRACT |
| At | LOT 1073, CORDUROY ROAD ELIZABETH HILLS NSW 2171 |
| Carried Out By | BUILDER BEECHWOOD HOMES (NSW) PTY LTD ABN: 60 132 370 104 |
| Declared Contract Price | \$213,000.00 |
| Contract Date | 24/08/2012 |
| Builders Registration No. | U207785C |
| Building Owner / Beneficiary | FAREESH AND SHARON DEAN |

Subject to the Act and the Home Building Regulation 2004 and the conditions of the insurance contract, cover will be provided to the Building Owner/Beneficiary named in the domestic building contract and to the successors in title to the Building Owner/Beneficiary or the immediate successor in title to the contractor or developer who did the work and subsequent successors in title.

Signed for and on behalf of NSW Self Insurance Corporation (SiCorp)

Ty Atough

IMPORTANT NOTICE

In addition to this certificate of insurance, a policy wording which outlines the terms and conditions of the cover provided is available from the HWIF website. To receive the policy wording visit www.home-warranty.nsw.gov.au