

19 Lores Street

Middleton Grange NSW 2171

Draft Contract

McGrath

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath Estate Agents Liverpool 265B Macquarie Street, Liverpool, NSW 2170	Phone: 9824 1100 Fax: 9824 1120
co-agent		
vendor	Sarina Josephine Nastasi 19 Lores Street, Middleton Grange, NSW 2171	
vendor's solicitor	Cutri & Associates Goldlaw House Suite 1, 22 Smart Street, Fairfield NSW 2165 DX 25107 Fairfield NSW	Phone: (02) 9728 3333 Email: cutri@cutri.com.au Fax: (02) 9724 6515 Ref: FC:EC:7002
date for completion land (address, plan details and title reference)	42nd day after the contract date 19 Lores Street, Middleton Grange, New South Wales 2171 Registered Plan: Lot 126 Plan DP 1207173 Folio Identifier 126/1207173	(clause 15)

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

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

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

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

buyer's agent

vendor

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

witness

purchaser JOINT TENANTS tenants in common in unequal shares

witness

Choices

Vendor agrees to accept a *deposit-bond* (clause 3) NO yesNominated *Electronic Lodgment Network (ELN)* (clause 30):PEXA*Electronic transaction* (clause 30) no YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

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

Land tax is adjustable

 NO yes

GST: Taxable supply

 NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

 NO yes

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

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

Purchaser must make a *GSTRW payment*
(GST residential withholding payment) NO yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.***GSTRW payment (GST residential withholding payment) – further details***

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):Amount must be paid: AT COMPLETION at another time (specify):Is any of the consideration not expressed as an amount in money? NO yes

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input 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 checked="" type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input checked="" type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
Swimming Pools Act 1992	<input type="checkbox"/> 59 Other
<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.

19 LORES ST
MIDDLEBROUGH
NSW 2777

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss 14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	In relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 normally, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 normally, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 Normally, the purchaser must serve at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by serving it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - within 21 days after the contract date;
- 5.2.2 if it arises out of anything served by the vendor - within 21 days after the later of the contract date and that service; and
- 5.2.3 in any other case - within a reasonable time.
- 6 Error or misdescription**
- 6.1 Normally, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

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

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

- 13.8.1 this sale is not a taxable supply in full; or
 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- Vendor
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
 16.4 The legal title to the *property* does not pass before completion.

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with mortgagee details, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either party.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (if any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
- certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
- completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
- conveyancing rules* the rules made under s12E of the Real Property Act 1900;
- discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
- ECNL* the Electronic Conveyancing National Law (NSW);
- effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
- electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
- electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

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

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.

31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –

- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

19 LORES ST ADULTON CONVEYANCING NSW 2171

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 announce '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.
-

**Additional clauses forming part of this contract for the sale and purchase of
19 Lores Street, Middleton Grange**

32 STANDARD FORM CONTRACT

32.1 Amendments to standard form contract

The following printed clauses are amended as follows:

32.1.1 clause 1: insert the following additional definition:

'restricted action means make any objection, requisition, claim for compensation, withhold any money or exercise any right to rescind or terminate this contract or seek to delay completion;';

32.1.2 clause 2.9:

(a) replace the words 'If each party tells.....to be Invested' with 'If this contract says the deposit is to be invested'; and

(b) insert at the end of the clause 'if this contract is completed, and otherwise to the party entitled to the deposit';

32.1.3 clause 4: insert the following additional clause:

'4.5 The purchaser cannot nominate an alternative transferee, assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor.';

32.1.4 clause 5.1: insert the words 'and they are the only form of *requisitions* the purchaser may make and clause 5.2.1 is taken to be deleted' at the end of the clause;

32.1.5 clause 7.1.1: replace '5%' with '1%';

32.1.6 clause 7.2.4: delete the words 'and the costs of the purchaser';

32.1.7 clause 8.1.1: delete the words 'on reasonable grounds';

32.1.8 clause 8.1.2: delete the words from 'that' to 'grounds' inclusive;

32.1.9 clauses 10.1.8 and 10.1.9: replace each occurrence of the word 'substance' with the word 'existence';

32.1.10 clause 12: insert the following at the end of the clause:

'In this clause *certificate* does not include a building certificate under any legislation. The purchaser must not apply for a building certificate under any legislation without the prior written consent of the vendor.';

32.1.11 clause 14.4.2: replace the clause with:

'by adjusting the amount of land tax determined by applying the average rate of land tax payable by the vendor or any predecessor in title for the year to the taxable value of the property';

32.1.12 clause 14.8: delete the clause;

32.1.13 not used;

32.1.14 clause 16.6: replace 'If' with 'If at least 7 days before the date for completion';

32.1.15 clause 16.8: delete the clause;

32.1.16 clause 16.12: delete all words from 'but' to the end of the clause;

- 32.1.17 **clause 19:** insert the following additional clause:
- '19.3 Despite clause 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2017 (NSW)* is the remedy prescribed by that regulation.';
- 32.1.18 **clause 20.6.4:** insert the words 'provided however that such documents served by post will be deemed received by the other party 2 business days after the date the document is sent by post' at the end of the clause;
- 32.1.19 **clause 20.7.2:** insert the words 'and in the case of the vendor the actual cost' at the end of the clause;
- 32.1.20 **clause 20:** insert the following additional clause:
- '20.16 In this contract, unless the context requires otherwise:
- 20.16.1 *in writing* includes any communication sent by letter, facsimile transmission or email; and
- 20.16.2 *including* and similar expressions are not words of limitation.';
- 32.1.21 **clause 23.5.1:** insert the words 'which includes levies for special expenses payable by instalments (where the adjustment period is the period of the instalments)' to the end of the clause;
- 32.1.22 **clause 23.6:** clause 23.6.1 is replaced with the words 'and is not a levy for special expenses payable by instalments then the vendor is liable for it if it is payable prior to the contract date and otherwise it is payable by the purchaser';
- 32.1.23 **clause 23.9.3 and 23.9.4:** delete the words 'or before completion';
- 32.1.24 **clause 23.13:** delete the words 'at least 7 days';
- 32.1.25 **clause 23.14:** delete the first sentence;
- 32.1.26 **clause 23.17.2:** delete the clause;
- 32.1.27 **clauses 28 and 29:** delete the clauses;
- 32.1.28 **clause 30.5:** insert the words and 'if clause 30.1 applies,' after 'Normally,' replace the words '7 days of the effective date' with '14 days of the effective date'.

32.2 Terms defined in printed form contract

Unless the context requires otherwise, terms defined in clause 1 have the meanings given to them in clause 1 when used (in any form) in these additional clauses even though they are not italicised or capitalised in these additional clauses.

33 NOTICE TO COMPLETE

33.1 Issue of notice to complete

If a party is entitled to serve a notice to complete, then the party may:

- 33.1.1 at any time serve a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice); and
- 33.1.2 specify a time of day between 11am and 4pm as the time for completion.

33.2 Reasonable period

The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.

33.3 Preservation of rights

The party serving a notice to complete reserves the right to:

33.3.1 withdraw the notice; or

33.3.2 issue further notices to complete; or

33.3.3 unilaterally extend the time allowed by the notice to complete, with such extended time remaining of the essence of the notice to complete and this contract.

33.4 Vendor's legal fees

If the vendor issues a notice to complete, the purchaser must pay to the vendor by way of adjustment on completion in addition to the purchase price the sum of \$250.00 plus GST on account of the vendor's legal fees which is agreed to be a genuine pre-estimate of the additional expenses in relation to the issue of the notice to complete.

34 DELAY INTEREST

34.1 Payment of Interest

If completion does not occur on or before the date for completion, the purchaser must pay to the vendor on completion interest calculated daily and compounded on the last day of each calendar month:

34.1.1 at the rate of 10% per annum; and

34.1.2 on the balance of the purchase price payable under this contract,

in respect of the period commencing on the day following the date for completion and ending on completion.

34.2 Delay by vendor

Clause 34.1 does not apply in respect of any period during which completion has been delayed solely due to the fault of the vendor.

34.3 Essential term

The purchaser may not require the vendor to complete this contract unless interest payable under this contract is paid to the vendor on completion. It is an essential term of this contract that the interest due is paid on completion. Interest payable pursuant to this condition is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete on or before the date for completion.

35 CLAIM FOR COMPENSATION

Notwithstanding the provisions of Clause 7 any claim for compensation made by the Purchaser shall be deemed to be an objection or requisition for the purposes of Clause 8.

36 RELEASE OF DEPOSIT

In the event that the vendor wishes to purchase another property then, notwithstanding anything herein contained, the parties hereto agree that the deposit payable herein shall be released without delay, upon request by the vendors or their solicitors, to be applied as deposit and stamp duty in respect of such purchase.

37 STAMP DUTIES

The purchaser must pay all stamp duties (including penalties and fines) which are payable in connection with this contract and indemnifies the vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Office of State Revenue in relation to those duties. This right continues after completion.

38 REAL ESTATE AGENT

The purchaser warrants to the vendor that it has not been introduced to the property through or by any agent other than the estate agent referred to on the front page of this contract (if any). The purchaser indemnifies the vendor against any claim for commission, charges, costs or expenses in relation to the sale of the property caused by a breach of this warranty. The vendor's rights under this clause continue after completion.

39 REQUISITIONS

For the purposes of printed clause 5.1 the requisitions or general questions about the property or the title are taken to be served by the purchaser on the date of this contract in the form and format of those requisitions annexed to this contract and marked "A".

40 PRESENT CONDITION

Subject to Section 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2017 (NSW)*, the purchaser acknowledges that it is purchasing the property as a result of its own inspections and inquiries and in the condition and state of repair as at the date of this contract and cannot take any restricted action in respect of:

- 40.1.1 the condition, state of repair, dilapidation or infestation (if any) of the property;
- 40.1.2 any latent or patent defect in the property;
- 40.1.3 any environmental hazard or contamination;
- 40.1.4 the nature, location, availability or non-availability of any water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations (*Services*) or defects in the *Services*;
- 40.1.5 whether or not the property is subject to or has the benefit of any rights or easements in respect of the *Services*;
- 40.1.6 any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;
- 40.1.7 any rainwater downpipe being connected to the sewer;
- 40.1.8 any failure to comply with the *Swimming Pools Act 1992 (NSW)*; or
- 40.1.9 whether or not the property complies with the regulations under the *Environmental Planning and Assessment Act 1979 (NSW)* relating to the installation of smoke alarms.

The vendor is not required to clean the property or remove existing rubbish, materials, debris or other items from the property prior to completion.

41 PURCHASER'S WARRANTIES

41.1 Purchaser's warranties

The purchaser represents and warrants that:

- 41.1.1 the purchaser has not relied on or been induced to enter into this contract by any representation or warranty, including those concerning the potential or present use or development of the property (made by the vendor, its agent or solicitor);
- 41.1.2 the purchaser has relied entirely on its own independent investigations and enquiries about the property in entering into this contract; and
- 41.1.3 the purchaser has obtained its own independent professional advice on the nature of the property and its permitted uses and the purchaser's rights and obligations under this contract.

41.2 Acknowledgements

The purchaser acknowledges that in entering into this contract the vendor has relied on the warranties given by the purchaser in this clause 41.

42 DEATH, INCAPACITY OR INSOLVENCY

42.1 the Vendor may rescind this contract, if the purchaser is an individual who:

- 42.1.1 dies; or
- 42.1.2 becomes incapable because of unsoundness of mind, to manage the purchaser's own affairs.

42.2 the vendor may terminate this contract if the purchaser:

- 42.2.1 is an individual who:
 - (a) is bankrupt;
 - (b) has a receiver, receiver and manager, controller or administrator appointed to it or to any of its assets;
 - (c) makes an assignment for the benefit of, or enters into an arrangement or composition with, its creditors; or
 - (d) stops payment of, or is unable to pay, its debts within the meaning of the Corporations Act 2001 (Cth); or
- 42.2.2 is a company, which:
 - (a) resolves to go into liquidation;
 - (b) has a petition for its winding-up presented and not withdrawn within thirty (30) days of presentation;
 - (c) enters into a scheme of arrangement with its creditors under the *Corporations Act 2001 (Cth)* or similar legislation; or
 - (d) has a liquidator, provisional liquidator, controller, administrator, receiver or receiver and manager of it appointed.

42.3 if anything in clause 42.2 occurs, then the purchaser has failed to comply with an essential provision of this contract.

42.4 the vendor may rescind or terminate this contract under this clause 42, without affecting any of its other rights.

43 FIRB APPROVAL

- 43.1. The purchaser warrants that if he is a "foreign person" as defined in the *Foreign Acquisitions and Takeover Act 1975 (Cth)* then the purchaser has prior to the date of this Contract advised the vendor in writing accordingly and provided the vendor in writing with the purchaser's full name and address or other details required for the purposes of obtaining any approval under that Act
- 43.2. The purchaser shall indemnify and keep indemnified the vendor against all liability, loss, damage and expense the vendor may suffer or incur as a direct or indirect consequence of the purchaser failing to comply with the provisions of this clause 43.

44 LESS THAN 10% DEPOSIT

44.1 Deposit of 10%

The vendor requires the purchaser to pay a deposit of 10% of the purchase price.

44.2 Purchaser's request to pay less than 10%

In the event the purchaser requests the vendor to accept less than 10% deposit, the vendor may agree to accept the payment of the 10% deposit by way of installments as agreed between the parties.

44.3 If vendor agrees to accept less than 10%

If the vendor agrees to accept less than 10% deposit then the amount of the 10% deposit not paid by the purchaser on the date of this contract will be a liquidated debt and must be paid to the vendor on the earlier of:

- 44.3.1 The vendor becoming entitled to the deposit under this contract; and
- 44.3.2 The date for completion.

45 INCONSISTENCY

If there is any inconsistency between the printed clauses and these additional clauses, the additional clauses prevail to the extent of that inconsistency.

46 SWIMMING POOL

If the property contains a swimming pool, then the following paragraphs will apply:

- (a) The vendor does not warrant that the swimming pool on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulation prescribed under that Act.
- (b) The Purchaser agrees that after completion the purchaser will comply with the requirements of the act and regulations relating to access to the swimming pool and the erection of a warning notice, if applicable.
- (c) The Purchaser is not entitled to make any objection, requisition or claim for compensation or rescind or delay completion on any ground relating to the swimming pool or any non-compliance with the Swimming Pools Act 1992, or other relevant legislation.

47 GUARANTEE

- 47.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.
- 47.2 The word *guarantor* means each director of the purchaser as at the date of this contract.
- 47.3 If each director of the purchaser has not signed this clause as a guarantor, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.
- 47.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
- 47.4.1 payment of all money payable by the purchaser under this contract; and
 - 47.4.2 the performance of all of the purchaser's other obligations under this contract.
- 47.5 The guarantor:
- 47.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
 - 47.5.2 must pay on demand any money due to the vendor under this indemnity.
- 47.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:
- 47.6.1 the performance by the purchaser of its obligations under this contract; and
 - 47.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 47.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 47.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 47.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- 47.9.1 The granting of any time, waiver, covenant not to sue or other indulgence;
 - 47.9.2 the release or discharge of any person;
 - 47.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;

47.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;

47.9.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or

47.9.6 the winding up of the purchaser.

47.10 The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

47.11 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

47.12 This clause operates as a deed between the vendor and the guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by

in the presence of:

Signature of Witness

Signature of guarantor

Name of Witness

SIGNED SEALED & DELIVERED by

In the presence of:

Signature of Witness

Signature of guarantor

Name of Witness

SIGNED SEALED & DELIVERED by

In the presence of:

Signature of Witness

Signature of guarantor

Name of Witness

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;

- (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?
- Capacity**
25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



**LAND
REGISTRY
SERVICES**

Title Search

Information Provided Through
Sydney Settlement Agents
Ph. 0412434286 Fax.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 126/1207173

SEARCH DATE	TIME	EDITION NO	DATE
29/1/2020	11:15 AM	4	9/9/2018

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 126 IN DEPOSITED PLAN 1207173
AT MIDDLETON GRANGE
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1207173

FIRST SCHEDULE

SARINA JOSEPHINE NASTASI (T AM211133)

SECOND SCHEDULE (6 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- * DP1.167961 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- * DP1207173 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- * DP1207173 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- DP1207173 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- AM261193 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

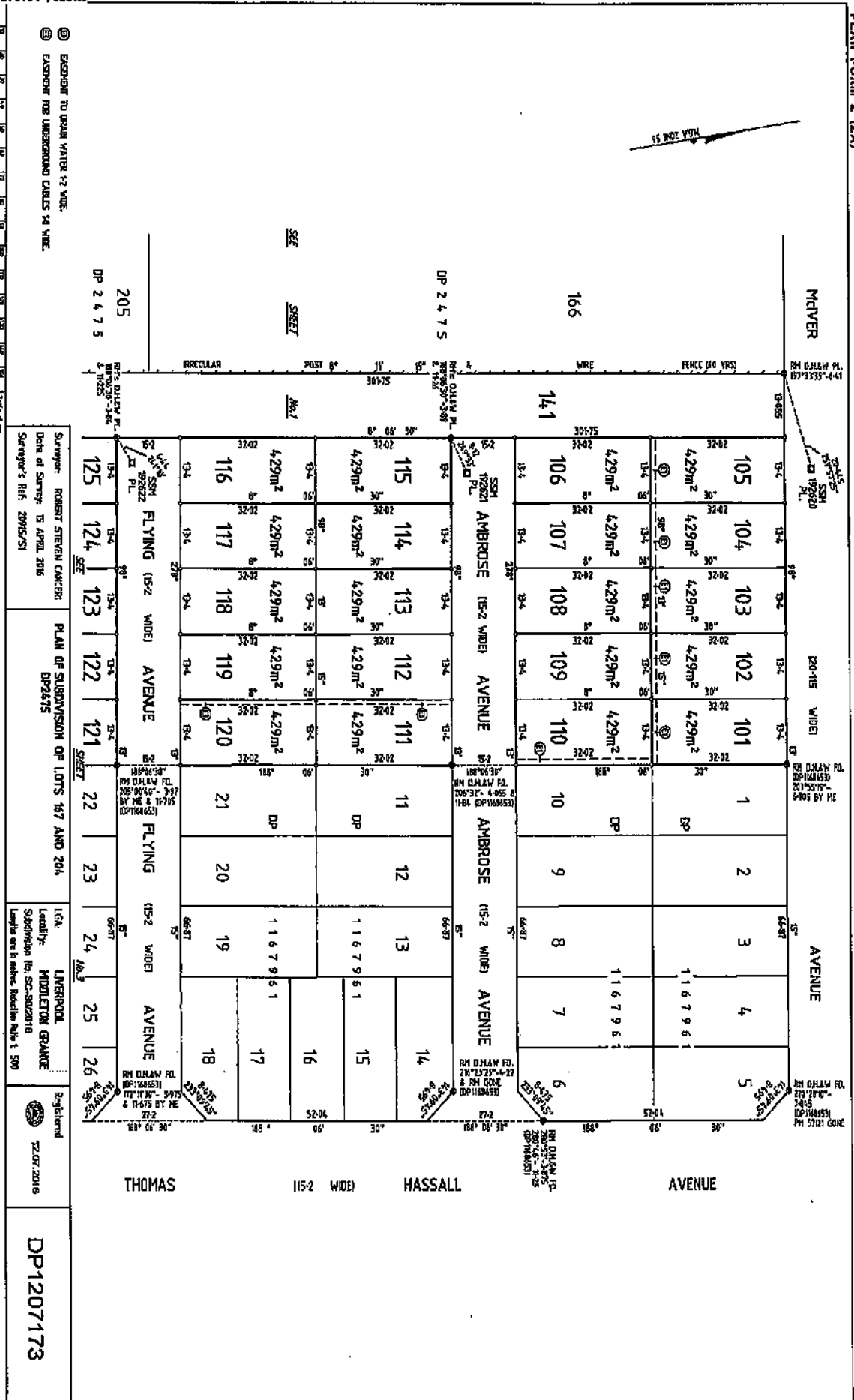
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



② EASEMENT TO DEBRIS WATER P2 WIDE.
 ③ EASEMENT FOR UNDERGROUND CABLES 14 WIDE.

Surveyor: ROBERT STEVEN CARICER
 Date of Survey: 15 APRIL 2016
 Surveyor's Ref: 2016/51

PLAN OF SUBDIVISION OF LOTS 167 AND 204
 DP24275


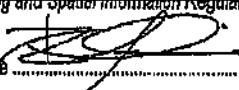
LOCALITY: LIVERPOOL
 SADDLETON HO: SC-3822010
 LAYOUT ON A 1:500 SCALE

Registered
 12/07/2016

DP1207173

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)
<p>Registered:  12.07.2016 Office Use Only</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p style="font-size: 24pt; font-weight: bold;">DP1207173</p>	
<p>PLAN OF SUBDIVISION OF LOTS 167 AND 204 DP2475.</p>	<p>LGA: LIVERPOOL</p> <p>Locality: MIDDLETON GRANGE</p> <p>Parish: CABRAMATTA</p> <p>County: CUMBERLAND</p>	
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, <u>Robert Steven Conneri</u> Of <u>P.O. Box 3070 Liverpool Westfield NSW 2170</u> a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and was completed on: <u>15th April 2016</u></p> <p>*(b) The part of the land shown in the plan ("being" excluding</p> <p>.....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature:  Dated: <u>15/04/2016</u></p> <p>Surveyor ID: <u>741</u></p> <p>Datum Line: X - Y</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level - Undulating / *Steep - Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>STEPHEN MONTE</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein</p> <p>Signature: <u>S. Monte</u></p> <p>Accreditation number:</p> <p>Consent Authority: <u>LIVERPOOL CITY COUNCIL</u></p> <p>Date of endorsement: <u>02/06/2016</u></p> <p>Subdivision Certificate number: <u>SC-39/2016</u></p> <p>File number: <u>DA-1075/2014</u></p>		
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p style="text-align: center;">"SEE SHEET 2"</p>	<p>Plans used in the preparation of survey/compilation DP2475, DP1087825, DP1167961, DP1168653, DP1170351, DP1176728, DP1198361, DP1205847.</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: <u>20915/S1</u></p>	


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only		Office Use Only	
Registered:	 12.07.2016	DP1207173	
PLAN OF SUBDIVISION OF LOTS 167 AND 204 DP2475			
Subdivision Certificate No.: SC-39 of 2016		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses -- See 60(c) SSI Regulation 2012• Statement of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals -- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Date of Endorsement: 02/06/2016			

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

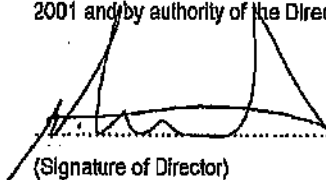
IT IS INTENDED TO DEDICATE AMBROSE AVENUE, FLYING AVENUE AND LORES STREET TO THE PUBLIC AS PUBLIC ROAD.

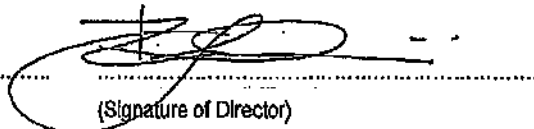
PURSUANT TO SECTION 88B, OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

- 1) EASEMENT TO DRAIN WATER 1.2 WIDE.
- 2) EASEMENT TO DRAIN WATER 2.0 WIDE.
- 3) EASEMENT FOR UNDERGROUND CABLES 1.0 WIDE.
- 4) EASEMENT FOR PADMOUNT SUBSTATION 2.76 WIDE.
- 5) RESTRICTION ON THE USE OF LAND.
- 6) RESTRICTION ON THE USE OF LAND.
- 7) RESTRICTION ON THE USE OF LAND.
- 8) RESTRICTION ON THE USE OF LAND.
- 9) RESTRICTION ON THE USE OF LAND.

'STREET NUMBERS ARE NOT AVAILABLE'

Executed by CANCAR M.G. PTY LIMITED ACN 601 087 790 pursuant to Section 127(1) Corporations Act 2001 and by authority of the Directors in the presence of:


(Signature of Director)


(Signature of Director)

Pasquale Carrone
(Name of Director)

ROBERT CANCERI
(Name of Director)

ePlan

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

(Sheet 1 of 7 sheets)

Plan **DP1207173**

Subdivision of Lot 167 DP2475 and
 Lot 204 DP2475
 Covered by Subdivision Certificate
 No. **39** of **02/06/2016**

Full name and address
 of the owner of the land:

CANCAR M.G. PTY LIMITED
 ACN 601 087 790
 c/- Suite 4, 320A Camden Valley Way
 NARELLAN NSW 2567

Part 1

Number of item shown in the intention panel on the plan.	Identity 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 to Drain Water 1.2 Wide	110 101 102 103 104 105 121 122 123 124 125 134 137 138 139 140	101, 102, 103, 104, 105, 141 102, 103, 104, 105, 141 103, 104, 105, 141 104, 105, 141 105, 141 141 122, 123, 124, 125, 141 123, 124, 125, 141 124, 125, 141 125, 141 141 136, 137, 138, 139, 140, 141 136, 138, 139, 140, 141 139, 140, 141 140, 141 141
2	Easement to Drain Water 2.0 wide	130	121, 122, 123, 124, 125, 141
3	Easement for Underground Cables 1.0 wide	111, 120, & 141	Endeavour Energy
4	Easement for Padmount Substation 2.75 wide	141	Endeavour Energy
5	Restriction on the Use of Land (R1) <i>[Signature]</i>	Part 140 Part 141	Endeavour Energy
6	Restriction on the Use of Land (R2) <i>[Signature]</i>	Part 140 Part 141	Endeavour Energy
7	Restriction on the Use of Land	Each Lot	The Council of the City of Liverpool

[Handwritten Signature] CD

ePlan (Sheet 2 of 7 sheets)

Plan DP1207173

Subdivision of Lot 167 DP2475 and
Lot 204 DP2476
Covered by Subdivision Certificate
No. 39 of 02/06/2016

Part 1 (continued)

Number of item shown in the intention panel on the plan.	Identity 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:
8	Restriction on the Use of Land	Each Lot Except Lot 141	Every other Lot
9	Restriction on the Use of Land	Each Lot	Every other Lot

Part 2

Terms of Easement for Underground Cables 1.0 wide thirdly referred to in the abovementioned plan:

An easement for Underground Cables 1.0 wide in the terms set out in Memorandum No. AK104616 filed at the Land & Property Information NSW, are incorporated in this document.

Terms of Easement for Padmount Substation 2.75 wide fourthly referred to in the abovementioned plan:

The terms set out in the Memorandum No. AK104621 registered at Land & Property Information NSW, are incorporated in this document.

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

1.0 Definitions:

- 1.1 **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.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 **erect** includes construct, install, build and maintain.
- 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.



ePlan (Sheet 3 of 7 sheets)

Plan **DP1207173**

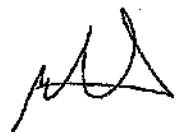
Subdivision of Lot 167 DP2475 and
Lot 204 DP2475
Covered by Subdivision Certificate
No. 39 of 02/06/2016

Part 2 (Continued)

- 2.0 No building shall be erected or permitted to remain within the restriction site unless:
- 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
 - 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
 - 2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
- 3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4.0 Lessee of Endeavour Energy's Distribution System
- 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.
 - 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

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

- 1.0 Definitions:
- 1.1 **erect** includes construct, install, build and maintain.
 - 1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- 2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.



CLB

ePlan (Sheet 4 of 7 sheets)

Plan **DP1207173**

Subdivision of Lot 167 DP2475 and
Lot 204 DP2475
Covered by Subdivision Certificate
No. 39 of 02/06/2016

Part 2 (Continued)

3.0 Lessee of Endeavour Energy's Distribution System

- 3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.
- 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

NAME OF AUTHORITY empowered to release, vary or modify the Easements thirdly and fourthly referred to and Restrictions fifthly and sixthly referred to in the abovementioned plan:

ENDEAVOUR ENERGY. The cost and expense of any such release, variation or modification shall be borne by the persons or corporation requesting the same in all respects.

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

No building shall be erected on the land hereby burdened unless the footings or raft slab or both of them (as the case may be) has been designed in accordance with the Australian Standard AS2870-1988 "Residential Slabs and Footings" and such design has been approved by the Council of Liverpool.

NAME OF AUTHORITY empowered to release, vary or modify the Easement firstly and secondly referred to and the Restriction on the Use of Land seventhly referred to in the abovementioned plan:

THE COUNCIL OF THE CITY OF LIVERPOOL. The cost and expense of any such release, variation or modification shall be borne by the persons or corporation requesting the same in all respects.

Terms of Restriction on the Use of Land eighthly referred to in the abovementioned plan:

- (a) No main building shall be erected or permitted to be used on any lot otherwise than as a dwelling house provided that this restriction shall not prevent the use of any such building for the purpose of the conduct of a professional practice with the consent of Liverpool Council.



ePlan (Sheet 5 of 7 sheets)

Plan **DP1207173**

Subdivision of Lot 167 DP2475 and
Lot 204 DP2475
Covered by Subdivision Certificate
No. 39 of 02/06/2016

Part 2 (continued)

- (b) No building shall be erected or permitted to remain on any lot in the plan with the external walls of material other than brick, stone, concrete, glass, fibrous cement, aluminium or timber or any combination of the same provided that:
- i. timber, fibrous cement and aluminium shall not be used in an external wall except as infill panels, for gable ends or doors or window frames and in conjunction with one or more of the other materials referred to and further provided that the combination of timber, fibrous cement and aluminium where so used shall not exceed more than ~~20%~~ 30% of the external walls of any building;
 - ii. nothing in this covenant shall preclude or prohibit a building having the inner framework of its external walls constructed of timber or other material with external brick face.
- (c) No building shall be erected or permitted to remain on the land hereby burdened with a roof of other than tiles or painted metal material provided that where the roof is constructed of metal roofing material it shall:
- i. have a similar pitch to the tile roof for buildings of a similar size and floor area;
 - ii. be of a non-reflective colour;
- (d) No garage or outbuilding shall be erected or permitted to remain on the land unless erected concurrently with or after the erection of the main building.
- (e) No privy shall be erected or permitted to remain on any lot in a conspicuous place or position and if same is visible from the road or other lots in the subdivision it shall be screened.
- (f) No fence shall be erected on any lot in the plan to divide it from any adjoining lot owned or partly owned by any relevant owner without the consent of such relevant owner but such consent shall not be withheld if such fence is erected without expense to such relevant owner provided that this restriction shall remain in force only during such time as any of the relevant owners are the registered proprietor of any lot in the plan or any lot immediately adjoining the land in the plan whichever is the later.
- (g) No dividing or boundary fence or wall shall be erected closer to the front boundary of a lot than the building line fixed by the Liverpool Council.
- (h) No trucks or vehicles of any description exceeding 3 tons shall be garaged within the boundary of any of the lots in the plan.
- (i) No earth, clay, stone, gravel, soil or sand may be excavated, carried away, removed or permitted to be excavated, carried away or removed from any lot except so far as may be necessary for the erection of any permissible building or swimming pool on the lot or for any purpose incidental or ancillary thereto.
- (j) No caravan, mobile home or other movable or transportable dwelling shall be parked or stored on the lot unless it be parked or stored behind the front building alignment of the main dwelling erected on the lot.

ePlan (Sheet 6 of 7 sheets)

Plan **DP1207173**

Subdivision of Lot 167 DP2475 and
Lot 204 DP2475
Covered by Subdivision Certificate
No. 39 of 02/06/2016

Part 2 (continued)

- (k) 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 same.
- (l) In these restrictions "relevant owners" shall mean CANCAR M. G. PTY LTD their successors, nominees or assigns other than purchasers on sale.

"The plan" shall mean the plan of subdivision to which this instrument relates and upon registration of which these restrictions are created.

Terms of Restriction on the Use of Land ninthly referred to in the abovementioned plan:

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by CANCAR M.G. PTY LIMITED or its Directors without the consent of CANCAR M.G. PTY LIMITED but such consent shall not be withheld if such fence is erected without expense to CANCAR M.G. PTY LIMITED or its Directors, provided that this restriction shall remain in force only during such time as CANCAR M.G. PTY LIMITED or Directors are the registered proprietors of any land in the plan or any land immediately adjoining the land in the plan whichever is the later.

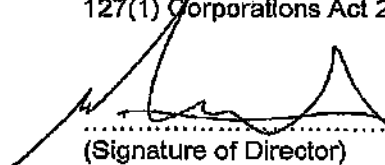
In this restriction on the use of land:

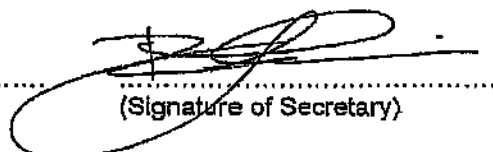
- a) "CANCAR M.G. PTY LIMITED" means CANCAR M.G. PTY LIMITED ACN 601 087 790 and its successors nominees or assigns other than purchasers on sales;
- b) "Plan" means plan of subdivision to which this instrument relates and upon registration of which these restrictions are created; and
- c) The person having the right to release, vary or modify these restrictions is CANCAR M.G. PTY LIMITED for such period as it is the registered proprietor of any land in the plan.

NAME OF PERSON empowered to release, vary or modify the Restriction on the Use of Land eighthly and ninthly referred to in the abovementioned plan is CANCAR M.G. PTY LIMITED for such period as it is the registered proprietor of any land in the plan.

These restrictions on use shall lapse and be of no effect after 31st December 2030.

Executed by CANCAR M.G. PTY LIMITED ACN 601 087 790 pursuant to Section 127(1) Corporations Act 2001 and by authority of the directors in the presence of:


(Signature of Director)


(Signature of Secretary)

Pauline Carbone
(Name of Director)

ROBERT CANCAR
(Name of Secretary)

CW

ePlan (Sheet 7 of 7 sheets)

Plan **DP1207173**

Subdivision of Lot 167 DP2475 and
Lot 204 DP2475
Covered by Subdivision Certificate
No. of

Part 2 (Continued)

Signed on behalf of Endeavour Energy ABN 59 253 130 878 by its Attorney pursuant to
Power of Attorney Book 4693 No. 329 in the presence of:

D. Dean

Signature of Witness

Deborah Pears

(Name of Witness)
C/- Endeavour Energy
51 Huntingwood Drive,
Huntingwood 2148

Helen Smith

Signature of Attorney

Name: Helen Smith

Position: Manager Property & Fleet

Date of Execution: 20 April 2016

Reference: URS16861

REGISTERED



12.07.2016

Approved by the COUNCIL OF THE CITY OF LIVERPOOL

S. L. J.

AUTHORISED PERSON.

[Signature]

cl

PLAN FORM 2 (A2)

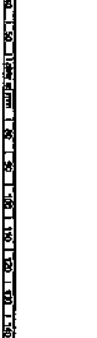
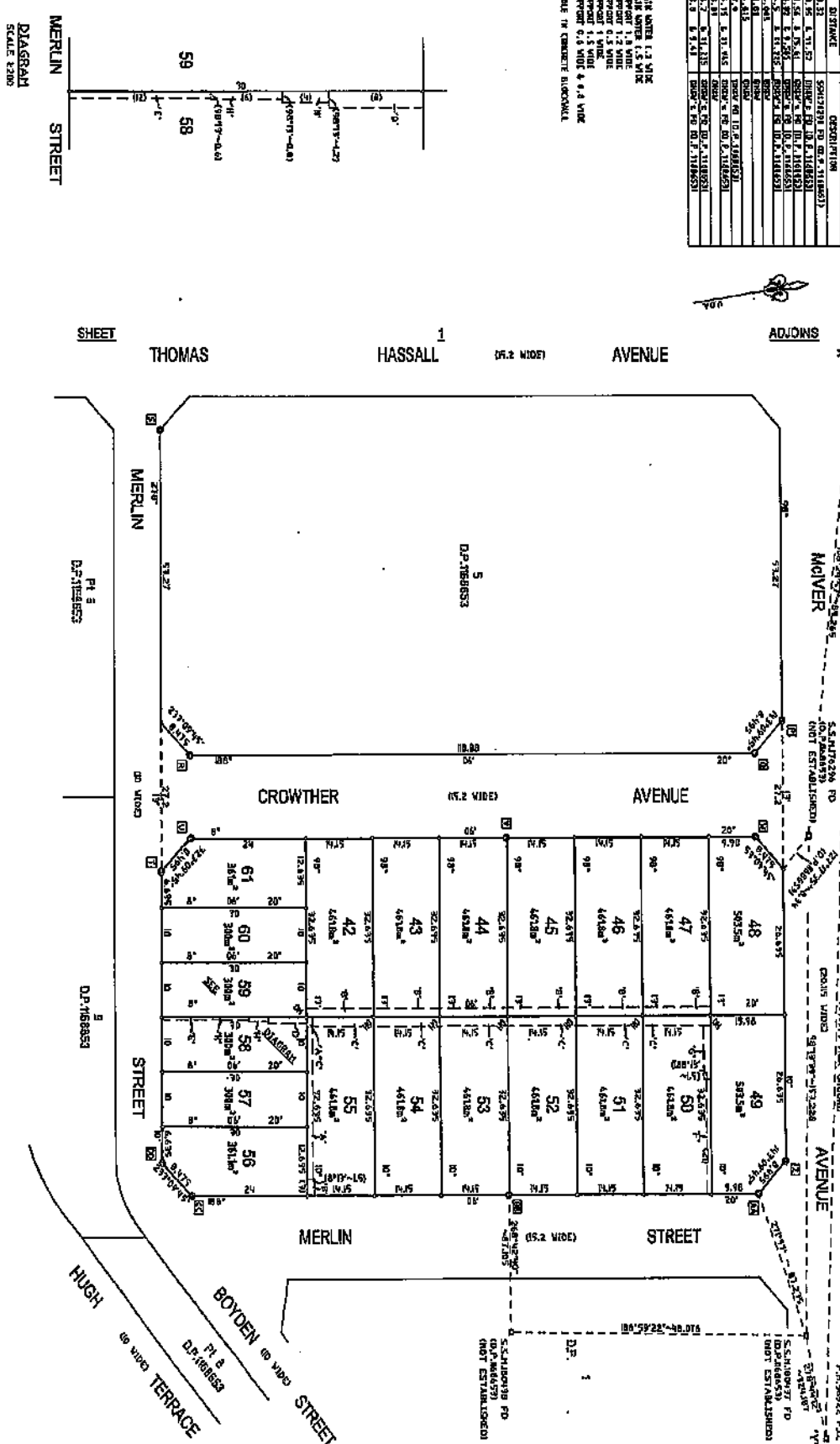
PLAN FORM 2 (A2)

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet 3 of 3 (of 3)

DATE	APPROVED	DISTANCE	DESCRIPTION
0	218-11-25	28.33	59412191 PD (D.P. 118843)
1	218-11-25	3.96	59412191 PD (D.P. 118843)
2	218-11-25	3.96	59412191 PD (D.P. 118843)
3	218-11-25	3.96	59412191 PD (D.P. 118843)
4	218-11-25	3.96	59412191 PD (D.P. 118843)
5	218-11-25	3.96	59412191 PD (D.P. 118843)
6	218-11-25	3.96	59412191 PD (D.P. 118843)
7	218-11-25	3.96	59412191 PD (D.P. 118843)
8	218-11-25	3.96	59412191 PD (D.P. 118843)
9	218-11-25	3.96	59412191 PD (D.P. 118843)
10	218-11-25	3.96	59412191 PD (D.P. 118843)
11	218-11-25	3.96	59412191 PD (D.P. 118843)
12	218-11-25	3.96	59412191 PD (D.P. 118843)
13	218-11-25	3.96	59412191 PD (D.P. 118843)
14	218-11-25	3.96	59412191 PD (D.P. 118843)
15	218-11-25	3.96	59412191 PD (D.P. 118843)
16	218-11-25	3.96	59412191 PD (D.P. 118843)
17	218-11-25	3.96	59412191 PD (D.P. 118843)
18	218-11-25	3.96	59412191 PD (D.P. 118843)
19	218-11-25	3.96	59412191 PD (D.P. 118843)
20	218-11-25	3.96	59412191 PD (D.P. 118843)

- 1. - EASTMENT TO DRIVE WATER 1.2 WIDE
- 2. - EASTMENT TO DRIVE WATER 1.2 WIDE
- 3. - EASTMENT TO DRIVE WATER 1.2 WIDE
- 4. - EASTMENT TO DRIVE WATER 1.2 WIDE
- 5. - EASTMENT TO DRIVE WATER 1.2 WIDE
- 6. - EASTMENT TO DRIVE WATER 1.2 WIDE
- 7. - EASTMENT TO DRIVE WATER 1.2 WIDE
- 8. - EASTMENT TO DRIVE WATER 1.2 WIDE
- 9. - EASTMENT TO DRIVE WATER 1.2 WIDE
- 10. - EASTMENT TO DRIVE WATER 1.2 WIDE
- 11. - EASTMENT TO DRIVE WATER 1.2 WIDE
- 12. - EASTMENT TO DRIVE WATER 1.2 WIDE
- 13. - EASTMENT TO DRIVE WATER 1.2 WIDE
- 14. - EASTMENT TO DRIVE WATER 1.2 WIDE
- 15. - EASTMENT TO DRIVE WATER 1.2 WIDE
- 16. - EASTMENT TO DRIVE WATER 1.2 WIDE
- 17. - EASTMENT TO DRIVE WATER 1.2 WIDE
- 18. - EASTMENT TO DRIVE WATER 1.2 WIDE
- 19. - EASTMENT TO DRIVE WATER 1.2 WIDE
- 20. - EASTMENT TO DRIVE WATER 1.2 WIDE



Subdivident: ANDREW RICHARD THOMAS
 Date of Survey: 3 JUNE 2012
 Subdivisions No. 8 OF 15-2-2013

PLAN OF SUBDIVISION OF LOTS 3 & 7 D.P. 118853

LGA: LIVERPOOL
 Licensing: MIDDLETON SQUARE
 Subdivision No. 8 OF 15-2-2013


Registered
 20.3.2013

DP1167961

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)
Office Use Only	Office Use Only	
Registered:  20.3.2013 Title System: TORRENS Purpose: SUBDIVISION	<h1 style="font-size: 2em;">DP1167961</h1>	
PLAN OF SUBDIVISION OF LOT 3 & 7 DP 1168653	LGA: LIVERPOOL Locality: MIDDLETON GRANGE Parish: CABRAMATTA County: CUMBERLAND	
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	Survey Certificate I, ANDREW RICHARD THOMAS of CRAIG R. RHODES PTY LTD a surveyor registered under the Surveying and Spatial Information Act 2002, certify that: *a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 5 SEPTEMBER 2012. *b) The part of the land shown in the plan being excluded was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that regulation. *c) The land shown in the plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012. Signature Andrew R. Thomas Dated: 6/09/12 Surveyor ID: 247 Datum Line: 'X' - 'Y' Type: Urban/Pural The Terrain is Level Undulating / Steep Mountainous *Strike through if inapplicable. *Specify the land actually surveyed or specify and land shown in the plan that is not the subject of the survey.	
Subdivision Certificate I, <u>Carl Randolph Casey</u> *Authorised Person* General Manager* Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <u>C.R. Casey</u> Accreditation number: Consent Authority: <u>Liverpool City Council</u> Date of endorsement: <u>15-2-2013</u> Subdivision Certificate number: <u>8</u> File number: <u>642/11 R2</u> *Strike through inapplicable parts.	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	
	Plans used in the preparation of survey/compilation D.P. 1168653 If space is insufficient continue on PLAN FORM 6A	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 1755	

CAD REF: 2: 1755 - Middleton Grange\at\CAD\1755 03 1001 - G.M.E. - A.I.


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:  20.3.2013 Office Use Only

Office Use Only

DP1167961

PLAN OF
SUBDIVISION OF LOT 3 & 7 DP 1167961

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals - see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 8
Date of Endorsement: 18-2-2013

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER 1.2 WIDE
2. EASEMENT TO DRAIN WATER 1.5 WIDE
3. EASEMENT FOR SUPPORT 0.5 WIDE
4. EASEMENT FOR SUPPORT 0.6 WIDE & 0.8 WIDE
5. EASEMENT FOR SUPPORT 1 WIDE
6. EASEMENT FOR SUPPORT 1.2 WIDE
7. EASEMENT FOR SUPPORT 1.5 WIDE
8. EASEMENT FOR SUPPORT 1.8 WIDE
9. RESTRICTION ON USE OF LAND

SIGNED BY DONNA SAVAGE AS A DELEGATE OF LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF REVOCATION OF SUCH DELEGATION

.....
SIGNATURE

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(2)
LOTS & ADDRESSES
STREET ADDRESSES UNAVAILABLE FROM LIVERPOOL COUNCIL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1755

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 of the Conveyancing Act 1919.

Lengths are in Metres

ePlan
 Sheet 1 of 7 Sheets

Plan: **DP1167961**

Plan of Subdivision of Lots 3 & 7
 DP1168653 covered by Council's
 Subdivision Certificate No. 8 of 15-2-2013

Full Name and address of Proprietor of land:	LANDCOM Level 2 330 Church Street PARRAMATTA NSW 2150
--	--

Part 1

	Identity 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 to Drain Water 1.2 Wide	20 55	11, 12, 13 42 to 48 inclusive
2.	Easement to Drain Water 1.5 Wide	2 3 4 5 12 27 28 29 30 31 37 38 39 40 42 43 44 45 46 47 55	1 1, 2 1, 2, 3 1, 2, 3, 4 11, 13 204/2475, 28, 29, 30, 31 204/2475, 29, 30, 31 204/2475, 30, 31 204/2475, 31 204/2475 38, 39, 40, 41 39, 40, 41 40, 41 41 43, 44, 45, 46, 47, 48 44, 45, 46, 47, 48 45, 46, 47, 48 46, 47, 48 47, 48 48 42 to 48 inclusive

APPROVED BY LIVERPOOL CITY COUNCIL
 General Manager / Authorised Officer

[Signature]

Lengths are in Metres

Sheet 2 of 7 Sheets

Plan: **DP1167961**

Plan of Subdivision of Lots 3 & 7
 DP1168653 covered by Council's
 Subdivision Certificate No. 8 of 15-2-2013

Part 1 (cont)

	Identity 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:-
3.	Easement for Support 0.5 Wide	14 15 17 18 58	13 14 16, 19 19 59
4.	Easement for Support 0.6 Wide & 0.8 Wide	58	59
5.	Easement for Support 1 Wide	22 23 24 25 26 50	31 30 29 28 27 49
6.	Easement for Support 1.2 Wide	19 20 21 58	13 12 11 59
7.	Easement for Support 1.5 Wide	15 16 50	13 13, 19 49
8.	Easement for Support 1.8 Wide	6 7 8 9 10 32 33 34 35	5 4 3 2 1 41 40 39 38

APPROVED BY LIVERPOOL CITY COUNCIL

W. R. ...
 General Manager / Authorised Officer

Lengths are in Metres

Sheet 3 of 7 Sheets

Plan: **DP1167961**

Plan of Subdivision of Lots 3 & 7
 DP1167961 covered by Council's
 Subdivision Certificate No. 8 of 15-2-2013

Part 1 (cont)

	Identity 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:-
8.	Easement for Support 1.8 Wide	36 50 51 52 53 54 55	37 47, 49 46 45 44 43 42
9.	Restriction on Use of Land	Each Lot 1 to 61 Inclusive	Landcom

APPROVED BY LIVERPOOL CITY COUNCIL

.....*G. R. Nnamani*.....
 General Manager / Authorised Officer

Lengths are in Metres

ePlan

Sheet 4 of 7 Sheets

Plan: **DP1167961**

Plan of Subdivision of Lots 3 & 7
DP ~~116653~~ covered by Council's
Subdivision Certificate No. *8 of 15-2-2013*

Part 2

Name of Authority empowered to release vary or modify easement numbered 1 & 2 in the plan is Liverpool City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 3 in the plan.

Full and free right and liberty for the Lot hereby benefited to have the retaining wall presently erected on the lot burdened as is marked "Easement for Support 0.5 Wide" on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole or such retaining wall and the footings thereof.

Name of Authority empowered to release, vary or modify the Easement numbered 3 in the plan is Liverpool City Council

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

Full and free right and liberty for the Lot hereby benefited to have the retaining wall presently erected on the lot burdened as is marked "Easement for Support 0.6 Wide & 0.8 Wide" on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole or such retaining wall and the footings thereof.

Name of Authority empowered to release, vary or modify the Easement numbered 4 in the plan is Liverpool City Council

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

Full and free right and liberty for the Lot hereby benefited to have the retaining wall presently erected on the lot burdened as is marked "Easement for Support 1 Wide" on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole or such retaining wall and the footings thereof.

Name of Authority empowered to release, vary or modify the Easement numbered 5 in the plan is Liverpool City Council

APPROVED BY LIVERPOOL CITY COUNCIL *G. R. Adams*
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 5 of 7 Sheets

Plan: **DP1167961**

Plan of Subdivision of Lots 3 & 7
DP1167961 covered by Council's
Subdivision Certificate No. 8 of 15-2-2013

Part 2

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

Full and free right and liberty for the Lot hereby benefited to have the retaining wall presently erected on the lot burdened as is marked "Easement for Support 1.2 Wide" on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole or such retaining wall and the footings thereof.

Name of Authority empowered to release, vary or modify the Easement numbered 6 in the plan is Liverpool City Council

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

Full and free right and liberty for the Lot hereby benefited to have the retaining wall presently erected on the lot burdened as is marked "Easement for Support 1.5 Wide" on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole or such retaining wall and the footings thereof.

Name of Authority empowered to release, vary or modify the Easement numbered 7 in the plan is Liverpool City Council

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

Full and free right and liberty for the Lot hereby benefited to have the retaining wall presently erected on the lot burdened as is marked "Easement for Support 1.8 Wide" on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole or such retaining wall and the footings thereof.

Name of Authority empowered to release, vary or modify the Easement numbered 8 in the plan is Liverpool City Council

APPROVED BY LIVERPOOL CITY COUNCIL *W. R. Adams*
General Manager / Authorised Officer

Lengths are in Metres

ePlan
Sheet 6 of 7 Sheets

Plan: **DP1167961**

Plan of Subdivision of Lots 3 & 7
DP1168653 covered by Council's
Subdivision Certificate No. 8 of 15-2-2013

Part 2

Terms of easement, profit à prendre, restriction or positive covenant numbered 9 in the plan.

- (a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of Landcom or its successors other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Landcom or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.
- (b) No carport shall be erected nearer to a Public Road than the façade of the main dwelling on each lot burdened.
- (c) No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on each lot burdened.
- (d) No advertising hoarding sign or matter shall be 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.

Name of Authority empowered to release, vary or modify the Restriction numbered 9 in the plan is Landcom for such period as it is the Registered Proprietor of any land benefited by this Restriction. Thereafter, the power shall revert to the beneficiaries of this Restriction.

APPROVED BY LIVERPOOL CITY COUNCIL
General Manager / Authorised Officer *to R. Wainwright*

Lengths are in Metres

ePlan
Sheet 7 of 7 Sheets

Plan: **DP1167961**

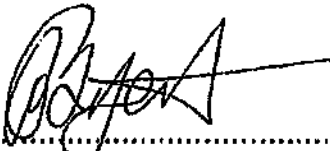
Plan of Subdivision of Lots 3 & 7
DP ~~1168653~~ covered by Council's
Subdivision Certificate No. 8 of 15-2-2013

Part 2



SIGNED by me, DONNA SAVAGE)
as Delegate of LANDCOM who hereby declares)
that she has no notice of the revocation of such)
delegation in the presence of)

LANDCOM
by its Delegate



.....
Signature of WITNESS

Ronald Anthony Bijen
.....
Name of Witness (BLOCK LETTERS)

60 Station Street, Parramatta *20 February 2013*
Address of Witness Date of execution



APPROVED BY LIVERPOOL CITY COUNCIL *G. R. Bourne*
General Manager / Authorised Officer

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

Ref.: 7002:87610
Ppty: 185319

Cert. No.: 3491

Applicant:
INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

Receipt No.: 4475862
Receipt Amt.: 53.00
Date: 29-Jan-2020

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

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

Legal Description: LOT 126 DP 1207173

Street Address: 19 LORES STREET, MIDDLETON GRANGE 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 (Sydney Region Growth Centres) 2006

SEPP No 19 – Bushland in Urban Areas

SEPP No 21 – Caravan Parks

SEPP No 30 – Intensive Agriculture

SEPP No 44 – Koala Habitat Protection

SEPP (Exempt and Complying Development Codes) 2008

SEPP No 64 – Advertising and Signage

SEPP (Affordable Rental Housing) 2009

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 Middleton Grange in Zone R1

(1) This clause applies to land in Zone R1 General Residential at Middleton Grange.

(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 is in a conservation area (however described):

No

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

No

3. Complying development

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

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

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
Housing Code, Rural Housing Code and Greenfield Housing Code	All	
Commercial and Industrial (New Buildings and Additions) Code	All	

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)?

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

10. Biobanking agreements*

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

No

10A. Native vegetation clearing set asides

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

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

11. Bushfire prone land

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

No

12. Property vegetation plans*

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

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

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

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

No, Council has not been notified of an order

14. Directions under Part 3A*



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

No

15. Site compatibility certificates and conditions for seniors housing*

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

No, Council has not been notified of an order.

16. Site compatibility certificates for infrastructure*

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

No, Council has not been notified of an order

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

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

No, Council has not been notified of an order.

18. Paper subdivision information*

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

No

19. Site verification certificates*

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

No, Council is not aware of a site verification certificate

20. Loose-fill asbestos insulation *

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

No

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

21. Affected building notices and building product rectification orders*

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

No

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

No

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

No

22. Contaminated land

Is the land:

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

No

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

No

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

No

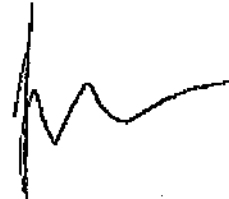
(d) Subject to an ongoing maintenance order within the meaning of that Act?

No

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

No

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



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

Kiersten Fishburn
Chief Executive Officer
Liverpool City Council



Application: 10356696
Your Ref: 7002

03 February 2020

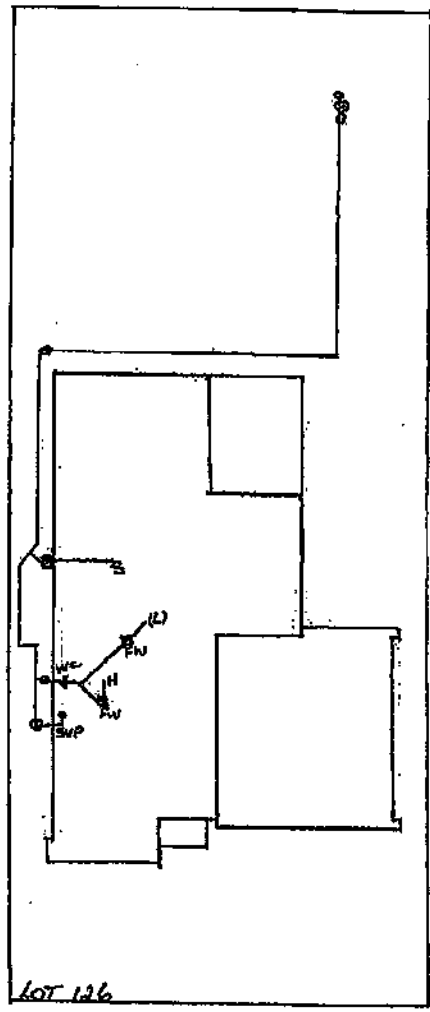
Property details: 19 LORES ST, : MIDDLETON GRANGE NSW 2171
LOT 126 DP 1207173

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

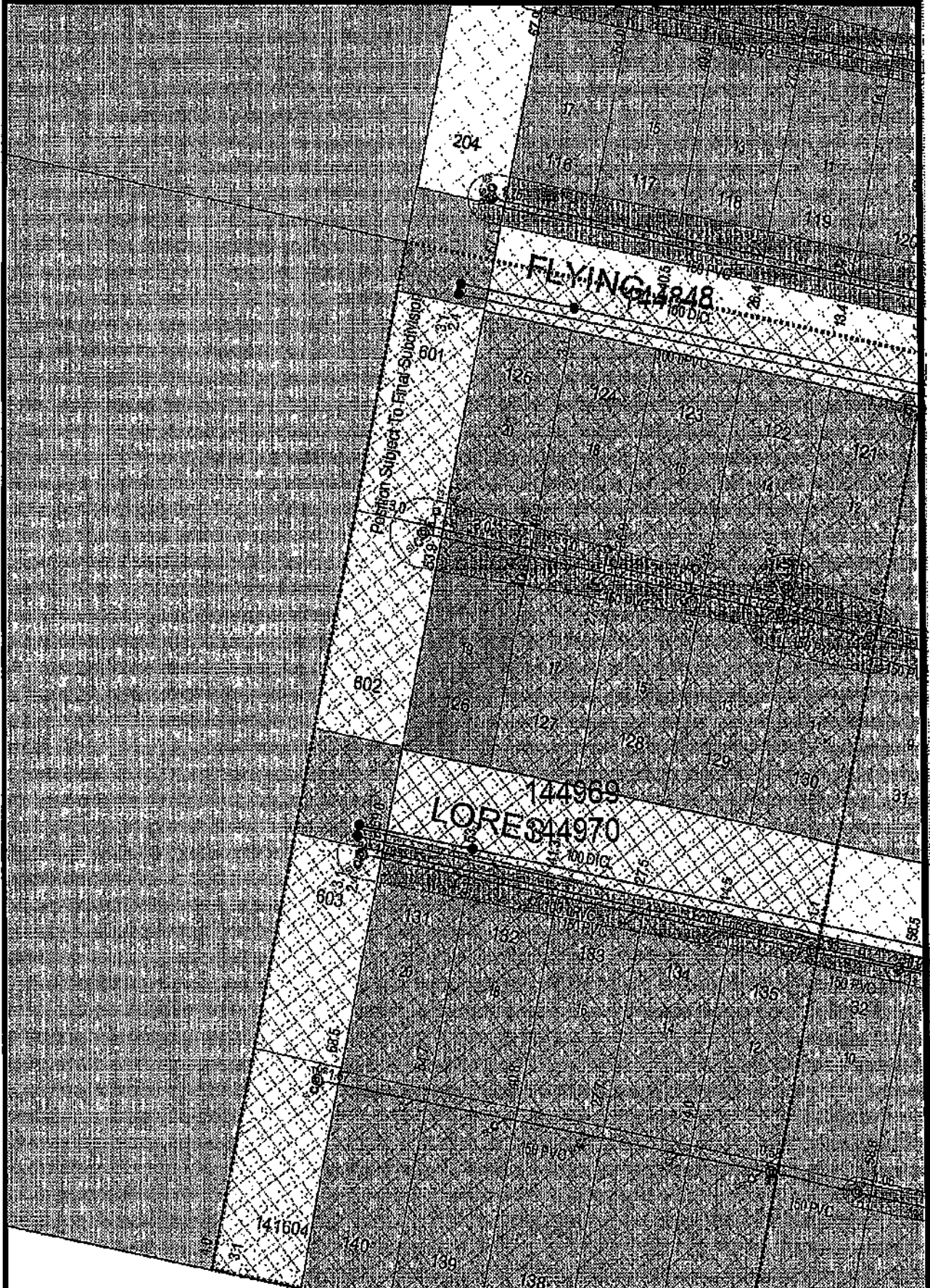
Customer Property Services
Customer Services



SEWER SERVICE DIAGRAM

Lot No. 126 DP No. _____
 SUBURB OF INDIANAPOLIS GREENLE GREENLE GREENLE
 Licence No. 2142353
 Street LORES STREET
 LEGA LEO RAO
 SCALE _____
 No./Coc No. 6075579 SPD _____
 Date 8-5-17
 NOTE: Further acceptable abbreviations may be used as identified in AS/NZS 3500.2:2003 Sanitary Plumbing and Drainage Table 6.1 and CPT Sewer Service Diagram Requirements.
 © State of New South Wales through NSW RFP Trading May 2012

<input type="checkbox"/> Cr <input checked="" type="checkbox"/> C <input type="checkbox"/> P <input type="checkbox"/> G <input type="checkbox"/> S <input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/> P <input type="checkbox"/> R <input type="checkbox"/> X <input type="checkbox"/> O	Chamber PT Gasless watermeter Pump Unit Double Treatment System Pallet Valve Clapped Valve Prevalent (down) drain point
<input type="checkbox"/> BS <input type="checkbox"/> WC <input type="checkbox"/> V <input type="checkbox"/> MS <input type="checkbox"/> SVP <input type="checkbox"/> V <input type="checkbox"/> M/F	Sink (flat) Toilet/Laundry Water Closet Vent/Call Pipe Waste Stack Sewer Vent Pipe Vent Pipe Inlet Pipe/Man Flap
<input type="checkbox"/> AV <input type="checkbox"/> H <input type="checkbox"/> RR <input type="checkbox"/> BE <input type="checkbox"/> CO <input type="checkbox"/> RW <input type="checkbox"/> Str <input type="checkbox"/> S	Air-Resilience Valve Bath Bath Waste Bidet Churn Cut Floormate Gully Shower Sink (ribbed)
<input type="checkbox"/> ST <input type="checkbox"/> I <input type="checkbox"/> O <input type="checkbox"/> C <input type="checkbox"/> V <input type="checkbox"/> J <input type="checkbox"/> B	Secondary Trap Inspection Shaft Inspection Opening Gully RW Vertical Junction Sloped Junction On back-branches



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 here are approximately only.



HBCF Policy No : HBCF17005721

Policy Date : 09/02/2017

statement of cover

BELL RIVER HOMES PTY LTD	SAVILL HICKS CORP. PTY LTD
25 Leewood Drive	
ORANGE NSW 2800	

Note: This document contains an extract of details kept on the HBCF Certificates Register. To confirm the authenticity of this document as proof of a valid contract of insurance, please visit the Certificates Register at www.hbcf.nsw.gov.au. The Register will also let you know if any details have been changed in this instance to different or duplicate record formats.

CERTIFICATE IN RESPECT OF INSURANCE RESIDENTIAL BUILDING WORKS BY CONTRACTORS

A contract of insurance complying with sections 92 and 96 of the Home Building Act 1989 (the Act) has been issued by Insurance and Care NSW (icare) which provides services to the NSW Self Insurance Corporation in the management of the Home Building Compensation Fund (HBCF)

In respect of	New Single Dwelling Construction
At	Lot 126 Lores Street MIDDLETON GRANGE New South Wales 2171
Site plan No	1207173
Site plan type	DepositPlan
Homeowner	Sarina Nastasi
Carried out by	BELL RIVER HOMES PTY LTD
Builder Job No	401060
Licence number	61247C
Contract sum	\$337,355.00
Contract date	06/02/2017
Premium paid	\$2,431.57

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the Home Building Compensation Fund website at www.hbcf.nsw.gov.au

Certificate No HBCF17005721

Issued on 09/02/2017

Issued by Residential Builders Underwriting Agency Pty Ltd as agent for Great Lakes Reinsurance (UK) SE

Issued on behalf of NSW Self Insurance Corporation (ABN 97 369 689 650)



290 Molybdenite Road
Yetholme NSW 2795
(p): 02 6329 4496
(f): 02 6329 4497
(e): bbacertifiers@bigpond.com

FINAL OCCUPATION CERTIFICATE 170049 (RESIDENTIAL)

Issued under Part 4A of the Environmental Planning and Assessment Act 1979 Sections 109C(1)(C) and 109H (Occupation/Use of a New Building)

APPLICANT DETAILS

Applicant: Bell River Homes
Address: 25 Leewood Drive, Orange NSW 2800
Phone: 0263911888
Fax: 0263911800

OWNER DETAILS

Name of the person having benefit of the development consent: Nastasi C/- Bell River Homes
Address: 25 Leewood Drive, Orange NSW 2800
Phone: 0263911888

RELEVANT CONSENTS

Consent Authority / Local Government Area: Liverpool City Council
Complying Development Certificate Number: 170049
Decision Made Under: State Environment Planning Policy (Exempt & Complying Development) 2008

PROPOSAL

Address of Development: 19 Lores Street, Middleton Grange NSW 2171
Building Classification: 1a
Scope of Building Works Covered by this Notice: Double Storey Dwelling with attached Garage
Attachments:
Fire Safety Schedule: N/A
Exclusions:

PRINCIPAL CERTIFYING AUTHORITY

Certifying Authority: David Richardson
Accreditation Body: Building Professionals Board
BPB 0342

DETERMINATION

Approval Date: 10/10/2017

I, David Richardson, as the certifying authority, certify that:

- I have been appointed as the Principal Certifying Authority under s109E;
- A current Development Consent or Complying Development Certificate is in force with respect to the building;
- A Complying Development Certificate has been issued with respect to the plans and specifications for the building;
- The building is suitable for occupation or use in accordance with its Classification under the Building Code of Australia;
- Where required, a final Fire Safety Certificate has been issued for the building;
- Where required, a report from the Commissioner of Fire Brigades has been considered.

David Richardson

N.B. Right of Appeal: Under s109K, where the Certifying Authority is Council, an applicant may appeal to the Land & Environment Court against the refusal to issue an Occupation Certificate within 12 months from the date of the decision.