

12 Batehaven Close

Prestons NSW 2170

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: 02 9824 1100 Fax: 02 9824 1120 Ref: Jessica Baron
co-agent		
vendor	Reece Andrew Heddle and Jaqua Aroha Heddle c/- Bay Legal	
vendor's solicitor	Bay Legal Suite 5, Level 4, 832B Anzac Parade, Maroubra Junction NSW 2035 DX 4123 Maroubra	Phone: 02 9344 0682 Email: penny.wright@baylegal.com.au Fax: (02) 9349 4128 Ref: PW:20189
date for completion land (address, plan details and title reference)	42nd day after the contract date 12 Batehaven Close, Prestons, New South Wales 2170 Registered Plan: Lot 3 Plan DP 1006741 Folio Identifier 3/1006741	(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: 1,2,6,8,9,10,23,28,30
 other documents:

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		

exclusions

purchaser

purchaser's solicitor

price \$

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

balance \$

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

buyer's agent		witness
vendor	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> GST AMOUNT (optional) The price includes GST of: \$ </div>	witness
purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO 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** NO yes (if yes, vendor must provide

(GST residential withholding payment)

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 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	Other
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input checked="" type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input checked="" type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

SECTION 66W CERTIFICATE

I, _____ of _____
certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **12 Batehaven Close, Prestons**, from **Reece Andrew Heddle and Jaqua Aroha Heddle** to in order that there is no cooling off period in relation to that contract;
3. I do not act for **Reece Andrew Heddle and Jaqua Aroha Heddle** and am not employed in the legal practice of a solicitor acting for **Reece Andrew Heddle and Jaqua Aroha Heddle** nor am I a member or employee of a firm of which a solicitor acting for **Reece Andrew Heddle and Jaqua Aroha Heddle** is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

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.

12 Batchavey Close PRESTON NSW 2170

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</i> by a party;
<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 s14-250(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 party;
<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 party, the party's <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served</i> by the party;
<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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a party must pay the price or any other amount to the other party under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a party must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the party must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the parties agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 If the purchaser is not registered by the date for completion, the parties must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

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

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

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's* *solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's* *solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's* *solicitor*;
- 20.6.3 *served* if it is *served* on the *party's* *solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's* *solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

• **Notices, certificates and inspections**

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must serve a proper abstract of title *within 7 days* after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to serve the form of transfer until after the vendor has served a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

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

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

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a party to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |
- 31 **Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

12 Batehaven Close PRESTONS NSW 2170

SPECIAL CONDITIONS

Conditions of sale of land by auction

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

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

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer;
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

 2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.

 3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned
-

residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) More than one vendor bid may be made to purchase interest of a co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
-

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

BETWEEN **Reece Andrew Heddle and Jacqua Aroha Heddle c/- Bay Legal, Suite 5,
Level 4 832B Anzac Parade, Maroubra Junction NSW 2035 (Vendor)**

AND _____ of
(Purchaser)

1. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

2. Death or Incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

3. Purchaser acknowledgements

3.1 The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing installations or services on or passing through the property whether or not connected to any improvements on the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land;
- (f) It cannot require the vendor to carry out any repairs or renovations to the property;
- (g) The items marked as inclusions on the front page of this contract are sold in their present condition and the vendor makes no warranty as to their condition or state of repair as at the date of this contract or as at the date of completion. The ownership of inclusions will pass to the purchaser on completion without the necessity for formal delivery.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

3.2 The vendor whilst continuing in possession of the property will use the property with all reasonable care provided however that the vendor's obligation with regard to the fixtures and inclusions within the property will be limited to normal maintenance and not extend to replacement in the event of total breakdown (unless such breakdown is occasioned by wilful damage by the vendor).

4. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

5. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

6. Smoke alarms

The property has smoke alarms installed.

7. Swimming pool

The vendor discloses that the property has a swimming pool which is non-compliant. A certificate of non-compliance is attached to the contract.

8. Deposit bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the

bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

9. Whole agreement

In entering into this contract, the purchaser does not rely upon any warranty, representation or statement (whether oral or written) made or published by the vendor or by any person on behalf of the vendor or otherwise except such as are expressly made in this contract.

Subject to Section 52A(2)(b) of the Conveyancing Act 1919 and regulations pursuant thereto the purchaser acknowledges and agrees that:

- (a) No warranties have been made by or on behalf of the vendor, express or implied, as to the condition of the property or as its suitability for any particular purpose, except the warranties (if any) contained in this Contract.
- (b) The purchaser has satisfied himself as to the state and condition of repair of the property, and (if applicable) all buildings in the Strata Scheme of which the property forms part and any furnishings and chattels included in this Contract and acknowledges that no warranties or representations in regard thereto have been made by or on behalf of the vendor. The purchaser shall make no objection, requisition or claim for compensation in respect of the state and condition of repair of the property; the said buildings and the said furnishings and chattels.
- (c) The agreements, provisions, terms and conditions contained in this Contract, comprise the whole of the bargain between the parties and the parties expressly agree and declare that no other agreements, provisions, terms, warranties or conditions shall apply;
- (d) No objection or requisition or claim for compensation shall be made by the purchaser in respect of, nor shall the purchaser be entitled to rescind this Contract by reason of any of the following matters:
 - i. Any rainwater down pipe being connected to the sewer;
 - ii. The condition of the property or its suitability for any purpose.

10. Investment of deposit

For the purposes of clause 2 of this contract, the vendor and the purchaser direct the deposit/holder to invest the deposit with a bank.

- (a) In the event that the deposit/holder fails to invest the deposit in accordance with Clause 2.9 of the Standard Conditions and in accordance with the preceding sub-Additional clause, then the purchaser shall not make any claim for compensation, raise any requisition, rescind, terminate or delay completion of this Contract, by virtue thereof.
- (b) For the purpose of the investment of the deposit, the purchaser shall advise the deposit holder as to the purchaser's Tax File Number.
- (c) The special condition shall not merge on completion.

11. 10% Deposit payable in instalments

- (a) Despite any other provision of this Contract, if the parties agree that the deposit of 10% of the purchase price ("the Deposit") shall be paid by instalments, then the Deposit shall be paid in the following manner:
- I. 5% of the purchase price upon exchange of Contract ("the Initial Deposit"); and
 - ii. 5% of the purchase price ("Balance of the Deposit") upon completion of the Contract or upon any event entitling the vendor to terminate the contract and/or keep or recover the deposit, whichever is the earlier event.
- (a) Time is of the essence in relation to the payment of the Deposit, the Initial Deposit and the Balance of the Deposit, the Initial Deposit and the Balance of the Deposit.
- (b) If the purchaser fails to pay the Balance of the Deposit pursuant to (a)(ii) above then, in addition to any other remedies that may be available to the vendor, the vendor shall be entitled to sue the purchaser for the Balance of the Deposit as a liquidated debt together with interest at the rate of 10% per annum from the date of the demand for such amount until the date of payment in full of the balance of the Deposit and interest of the vendor.
- (c) This clause does not merge on completion.

12. Purchaser's finance arrangements

The purchaser expressly acknowledges and represents to the vendor that:

- (a) Prior to the exchange of this Contract the purchaser has obtained approval for such financial assistance or loans as he may need to complete this Contract.
- (b) Such financial assistance or loans are on reasonable terms and satisfactory to the purchaser; and
- (c) The purchaser acknowledges that the vendor in entering into this Contract with the purchaser is relying upon this representation in order to enter into this contract.

13. Guarantee

- 13.1 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.
- 13.2 The word guarantor means each director of the purchaser as at the date of this contract.
- 13.3 If the guarantor has not signed this clause, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.
- 13.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor;
- 13.4.1 payment of all money payable by the purchaser under this contract; and
 - 13.4.2 the performance of all of the purchaser's other obligations under this contract.
- 13.5 The guarantor:
- 13.5.1 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

13.5.2 must pay on demand any money due to the vendor under this indemnity.

13.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:

13.6.1 the performance by the purchaser of its obligations under this contract; and

13.6.2 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.

13.7 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.

13.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.

13.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:

13.9.1 the granting of any time, waiver, covenant not to sue or other indulgences;

13.9.2 the release or discharge of any person;

13.9.3 an arrangement, composition or compromise entered into by vendor, the purchaser, the guarantor or any other person;

13.9.4 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;

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

13.9.6 the winding up of the purchaser.

13.10 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.

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

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

EXECUTED as Deed.

SIGNED SEALED & DELIVERED by

Name of Director:

Signature

In the presence of:

Name of Witness:

Signature of Witness

SIGNED SEALED & DELIVERED by

Name of Director:

Signature

In the presence of:

Name of Witness

Signature of Witness

14. Electronic Settlement

-
- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
 - (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
 - (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
 - (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
 - (e) Settlement takes place when the financial settlement takes place.
 - (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
 - (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
 - (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.



FOLIO: 3/1006741

SEARCH DATE	TIME	EDITION NO	DATE
22/1/2020	2:07 PM	7	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 3 IN DEPOSITED PLAN 1006741
AT PRESTON
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF ST LUKE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1006741

FIRST SCHEDULE

REECE ANDREW HEDDLE
JAQUA AROHA HEDDLE
AS JOINT TENANTS (T AE523194)

SECOND SCHEDULE (8 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- J476016 EASEMENT FOR TRANSMISSION LINE 60.96 WIDE AFFECTING
THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED
IN THE TITLE DIAGRAM
0858394 EASEMENT NOW VESTED IN THE NEW SOUTH WALES
ELECTRICITY TRANSMISSION AUTHORITY
- J743010 COVENANT
- DP865415 EASEMENT TO DRAIN WATER 1.2 WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
- DP1006741 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 2 IN THE S.88B INSTRUMENT
- DP1006741 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 3 IN THE S.88B INSTRUMENT
- DP1006741 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 4 IN THE S.88B INSTRUMENT
- AE523195 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

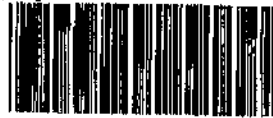
4066: Reece Andrew Heddle & Ja

PRINTED ON 22/1/2020

* 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 66B(2) of the Real Property Act 1900.

J 476016

OCT 18



J
476016 Y

CONVEYANCING ACTS, 1919-1953
 REAL PROPERTY ACT, 1900

16 10/03

J.J. MLOOGAD
 23 OCT 1964

Notice of Resumption of Land subject to the provisions
 of Real Property Act, 1900



I, ALFRED ALLEYNE LEVY, State Crown Solicitor's Office **DO HEREBY CERTIFY** that the copy Gazette Notification herewith annexed is a true copy of the Gazette Notification contained in the Government Gazette of the Thirty first day of May one thousand nine hundred and sixty three, declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed. **AND I REQUEST** that you will deal with and give effect to the said Notification as if the same were a Memorandum of Transfer of the land therein described duly executed under the Real Property Act, 1900, and I, the said ALFRED ALLEYNE LEVY **HEREBY CERTIFY** that this instrument is correct for the purposes of the Real Property Act, 1900. **AND I FURTHER CERTIFY** that I was appointed by writing dated the Twenty second day of February one thousand nine hundred and sixty two under his hand and official seal by THE MINISTER FOR PUBLIC WORKS to sign this Certificate on behalf of the said Minister and that I have received no notice or information of the revocation of such appointment.

SCHEDULE

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Part 121c, 1r, 13p. (said part being part of the land in plan A, annexed to Dealing No. 0452728) Being the land delineated on the plan annexed hereto and marked "A".	Minto	Cumberland	Part	4788	174
Pt. Lot 2		Deposited Plan No. 13178	Part	5130	214
Pt. Lot 3		Deposited Plan No. 13178	Part	4465	62
Pt. Lot A	In plan lodged with Transfer No. 0246385		Part	4630	6
Pt. Lot C	In plan lodged with Transfer No. 0477202		Part	7367	64
Pt. Lot B	"		Part	7367	65
Pt. Lot A	"		Part	7367	65
Being the land delineated on the plan annexed hereto and marked "B".					
Pt. Lot D	M.P.B. (R.P.)	Registered No. 09865	Part	8430	82
Pt. Portion 65		Minto Cumberland	Part	8145	60
(said part being part of the land comprised in R.P.A. 20766)					
Pt. Portion 65		Minto Cumberland	Part	8145	61
(said part being part of the land comprised in R.P.A. 20766)					
Being the land delineated on the plan annexed hereto and marked "C".					
Pt. Lot 2	In plan lodged with Transfer No. 0352055		Part	7262	101
Pt. Lot 3		Deposited Plan 27377	Part	7101	44
Pt. Lot 2			Part	7294	187

DATED this _____ day of _____, in the year of Our Lord

one thousand nine hundred and fifty-

SIGNED by the said

in the presence of

THE REGISTRAR GENERAL
 SYDNEY

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Pt. Lot 1 in plan lodged with transfer No. 8362055	<u>Parish</u> <u>Minto</u>	<u>County</u> <u>Cumberland</u>	Part	7369	149 ✓
Being the land delineated on the plan annexed hereto and marked "D".					
Pt. Lot 55	<u>Parish</u>	<u>County</u>	Part	6299	6
Pt. Lot A in plan lodged with transfer No. 8603036	<u>Parish</u>	<u>County</u>	Part	6900	189 ✓
Pt. Lot 53	<u>Parish</u>	<u>County</u>	Part	6179	208 ✓
Pt. Lot 2	<u>Parish</u>	<u>County</u>	Part	8094	55 ✓
Pt. Lot B in plan lodged with transfer No. 87869	<u>Parish</u>	<u>County</u>	Part	8077	151 ✓
Pt. Lot 61	<u>Parish</u>	<u>County</u>	Part	6428	143 ✓
Pt. Lot 62	<u>Parish</u>	<u>County</u>	Part	7191	236 ✓
Pt. Lot A in plan lodged with transfer No. 8512722	<u>Parish</u>	<u>County</u>	Part	7191	236 ✓
Pt. Portion 73 (said part being lot A D.F. 29230)	<u>Parish</u>	<u>County</u>	Part	7126	19 ✓
Being the land delineated on the plan annexed hereto and marked "F".					
Pt. Lot 71	<u>Parish</u>	<u>County</u>	Part	6707	156 ✓
Being the land delineated on the plan annexed hereto and marked "F".					
Pt. Lot A in plan annexed to dealing G749415	<u>Parish</u>	<u>County</u>	Part	7438	188 ✓
Pt. Lot B in plan annexed to dealing G749415	<u>Parish</u>	<u>County</u>	Part	7438	187 ✓
Being the land delineated on the plan annexed hereto and marked "G".					
Pt. Lot 39	<u>Parish</u>	<u>County</u>	Part	1136	32 ✓
Being the land delineated on the plan annexed hereto and marked "H".					
Pt. Lot 9	<u>Parish</u>	<u>County</u>	Part	8227	74 ✓
Pt. Lot 9	<u>Parish</u>	<u>County</u>	Part	8227	75 ✓
Pt. Lot B in plan lodged with transfer G60966	<u>Parish</u>	<u>County</u>	Part	8227	74 ✓
Pt. Lot B in plan lodged with transfer G60966	<u>Parish</u>	<u>County</u>	Part	8227	75 ✓
Being the land delineated on the plan annexed hereto and marked "J".					
Pt. land shown in plan annexed to dealing No. G876702	<u>Parish</u>	<u>County</u>	Part	7497	199 ✓
Being the land delineated on the plan annexed hereto and marked "K".					
Pt. Lot B	<u>Parish</u>	<u>County</u>	Part	7845	106 ✓
Pt. Lot C	<u>Parish</u>	<u>County</u>	Part	7426	281 ✓
Being the land delineated on the plan annexed hereto and marked "L".					
Pt. Lot 604	<u>Parish</u>	<u>County</u>	Part	6088	135 ✓
Pt. Lot 605	<u>Parish</u>	<u>County</u>	Part	5878	221 ✓
Pt. Lot 603	<u>Parish</u>	<u>County</u>	Part	6002	178 ✓
Pt. Lot 606	<u>Parish</u>	<u>County</u>	Part	9067	274 ✓
Pt. Lot 606	<u>Parish</u>	<u>County</u>	Part	9067	273 ✓
Pt. Lot 600	<u>Parish</u>	<u>County</u>	Part	6159	237 ✓
Pt. Lot 597	<u>Parish</u>	<u>County</u>	Part	8286	121 ✓
Pt. Lot 598	<u>Parish</u>	<u>County</u>	Part	8286	122 ✓
Pt. Lot 599	<u>Parish</u>	<u>County</u>	Part	8286	121 ✓
Being the land delineated on the plan annexed hereto and marked "M".					
Pt. Lot 615	<u>Parish</u>	<u>County</u>	Part	1311	63 ✓
Pt. Lot 464	<u>Parish</u>	<u>County</u>	Part	5941	81 ✓
Pt. Lot 557	<u>Parish</u>	<u>County</u>	Part	992	188 ✓
Pt. Lot 568	<u>Parish</u>	<u>County</u>	Part	1031	236 ✓
Pt. Lot 569	<u>Parish</u>	<u>County</u>	Part	1080	125 ✓

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Pt. Lot 581		Deposited Plan 2475	Part	2764	93
Pt. Lot 582		"	Part	974	19
Pt. Lot 583		"	Part	974	19
Pt. Lot 584		"	Part	974	19
Being the land delineated on the plan annexed hereto and marked "N".					
Pt. Lot 442		Deposited Plan 2475	Part	2574	72
Pt. Lot 443		"	Part	2574	72
Pt. Lot 444		"	Part	1264	12
Pt. Lot 445		"	Part	9302	156
Pt. Lot 465		"	Part	9302	155
Pt. Lot 466		"	Part	1069	40
Being the land delineated on the plan annexed hereto and marked "O".					
Pt. Lot 308		Deposited Plan 2475	Part	7522	112
Pt. Lot 309		"	Part	7522	112
Pt. Lot 311		"	Part	7191	115
Pt. Lot 341		"	Part	3014	177
Pt. Lot 340		"	Part	1076	141
Pt. Lot 339		"	Part	1070	17
Pt. Lot 236		"	Part	2361	103
Pt. Lot 237		"	Part	1114	127
Pt. Lot 277		"	Part	1114	127
Pt. Lot 278		"	Part	1079	134
Pt. Lot 276		"	Part	1088	168
Being the land delineated on the plan annexed hereto and marked "P".					
Pt. Lot 136		Deposited Plan 2475	Part	7402	87
Pt. Lot 135		"	Part	7402	87
Pt. Lot 152		"	Part	8385	87
Pt. Lot 153		"	Part	8385	87
Pt. Portion 69		Parish of Cabramatta Cumberland County	Part	7261	206
Being the land delineated on the plan annexed hereto and marked "Q".					
Pt. Portion 57		Parish of Cabramatta Cumberland County	Part	5331	186
Pt. Portion 57		"	Part	7156	231
Being the land delineated on the plan annexed hereto and marked "R".					
Pt. Lot 2		Deposited Plan 206569	Part	9178	6
(said part being part lots 3, 4 and 5 Section 6 Deposited Plan 2954)					
Being the land delineated on the plan annexed hereto and marked "S".					
Pt. Lot C		Deposited Plan 30440	Part	7890	23
Pt. Lot D		"	Part	7890	23
Pt. Lot E		"	Part	7890	24
Pt. Lot F		"	Part	7890	24
Pt. Lot G		"	Part	9188	94
Being the land delineated on the plan annexed hereto and marked "T".					
Pt. Lot 109		Deposited Plan 31359	Part	8164	15
Pt. Lot 110		"	Part	8164	16
Pt. Lot 111		"	Part	8164	17
Pt. Lot 112		"	Part	8164	18
Pt. Lot 107		"	Part	8164	11
Pt. Lot 106		"	Part	8164	12
Pt. Lot 107		"	Part	8164	13
Pt. Lot 108		"	Part	8164	14
Being the land delineated on the plan annexed hereto and marked "U".					
Pt. Lot 139		Deposited Plan 32140	Part	9140	7
Pt. Lot 140		"	Part	9140	8
Pt. Lot 141		"	Part	9140	9
Pt. Lot 142		"	Part	9140	10

Lot	Fraction	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Pt. Lot 143		Deposited Plan 32140	Part	9140	11
Pt. Lot 144		"	Part	9140	12
Pt. Lot 145		"	Part	9140	13
Pt. Lot 145		"	Part	9140	14
Being the land delineated on the plan annexed hereto and marked "v".					

DATED this 30th day of September, in the year of Our Lord one thousand nine hundred and sixty three.

SIGNED by the said ALFRED ALLEYNE LEVY

in the presence of

[Signature]
 THE REGISTRAR GENERAL
 SYDNEY.

[Signature]

Plans

- A
- B
- C
- D
- E
- F
- G
- H

Plan A filed as F.P. 446334
 * Plans B to H filed as
 F.P. 444510 to 444516
 Plans J to V filed as
 F.P. 444518 to 444529

Copy of plans filed as **65324 L**

Plans

- J
- K
- L
- M
- N
- O
- P
- Q
- R
- S
- T
- U
- V

Copy of plans filed as **65325 L**

Plans

- A
- B
- C
- D
- E
- F
- G
- H
- I
- J
- K
- L
- M
- N
- O
- P
- Q
- R
- S
- T
- U
- V

Copy of plans filed as **65326 L**

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lot 9, deposited plan 21,536, and part of lot D, plan annexed to dealing G. 609,902: Commencing on the north-western boundary of the said lot B at a point bearing 205 degrees 30 minutes 30 seconds and distant 236 feet 61 inches from the northernmost corner of that lot and bounded thence on the north-east by a line bearing 123 degrees 26 minutes 23.10 seconds 41 inches to the left bank of Cabramatta Creek; generally on the north-east by that creek upwards to a point bearing 170 degrees 12 minutes 50 seconds and distant 305 feet 33 inches; on the south-west by a line bearing 309 degrees 26 minutes 21.92 feet 11 inches to the said north-western boundary of lot B; and on the north-west by part of that boundary bearing 23 degrees 50 minutes 30 seconds 205 feet 94 inches to the point of commencement,—and said to be in the possession of J. H. and R. W. Sargent.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of the land shown in plan annexed to dealing G. 876,742: Commencing at the south-eastern corner of lot C, plan annexed to dealing G. 413,237; and bounded thence on the north-west by part of the south-eastern boundary of that lot bearing 19 degrees 34 minutes 30 seconds 23 feet 31 inches on the north-east by a line bearing 128 degrees 13 minutes 23 seconds 670 feet 104 inches to the north-western boundary of lot B, plan annexed to dealing G. 609,902; on the south-east by part of that boundary bearing 205 degrees 30 minutes 30 seconds 204 feet 91 inches on the south-west by a line bearing 308 degrees 13 minutes 25 seconds 1,233 feet 111 inches to the north-western boundary of the said lot C; and again on the north-east by part of that boundary bearing 109 degrees 34 minutes 30 seconds 333 feet 101 inches to the point of commencement,—and said to be in the possession of Richard Pty. Ltd.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lots B and C, plan annexed to dealing G. 413,237: Commencing at the south-eastern corner of the said lot C; and bounded thence on the south-west by part of the south-western boundary of that lot bearing 249 degrees 34 minutes 30 seconds 337 feet 104 inches; again on the south-west by lines bearing successively 304 degrees 1 minute 193 feet 106 inches and 310 degrees 39 minutes 339 feet 1 inch to the south-eastern side of Old Copemasters road; on the north-west by that side of that road bearing 19 degrees 26 minutes 202 feet 11 inches on the north-west by lines bearing successively 130 degrees 29 minutes 423 feet 6 inches and 128 degrees 1 minute 718 feet 21 inches to the south-eastern boundary of the said lot C; and on the north-east by part of that boundary bearing 199 degrees 34 minutes 30 seconds 12 feet 21 inches to the point of commencement,—and said to be in the possession of N. W. Howell and D. Speranza.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lots 604, 605, 603, 606, 600, 599, 598 and 597, deposited plan 2,475: Commencing at the intersection of the north-western side of Old Copemasters Road with the northern side of Twelfth-avenue; and bounded thence on the south by that side of that avenue bearing 270 degrees 236 feet 4 inches; on the south-west by lines bearing successively 311 degrees 13 minutes 30 seconds 604 feet 39 inches and 317 degrees 30 minutes 30 seconds 604 feet 101 inches to the northern side of Thirteenth-avenue; on the north by that side of that avenue bearing 90 degrees 271 feet 31 inches; on the north-east by lines bearing successively 137 degrees 29 minutes 30 seconds 607 feet 81 inches and 131 degrees 15 minutes 30 seconds 774 feet 41 inches to the said north-western side of Old Copemasters road; and on the north-east by that side of that road bearing 199 degrees 39 minutes 33 feet 21 inches to the point of commencement,—and said to be in the possession of V. Avall and others.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lot 613, deposited plan 2,475: Commencing at the intersection of the northern side of Twelfth-avenue with the north-western side of Old Copemasters road; and bounded thence on the south-west by that side of that road bearing 199 degrees 39 minutes 111 feet 61 inches; on the south-west by a line bearing 311 degrees 13 minutes 10 seconds 139 feet 61 inches to the said southern side of Twelfth-avenue; and on the north by that side of that avenue bearing 90 degrees 137 feet 61 inches to the point of commencement,—and said to be in the possession of P. D. McLean.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lot 464, deposited plan 2,475: Commencing at the intersection of the northern side of Fourteenth-avenue with the eastern side of Second-avenue; and bounded thence on the west by that side of Second-avenue bearing 360 degrees 237 feet 73 inches; on the north-east by a line bearing 137 degrees 29 minutes 30 seconds 322 feet 41 inches to the

said northern side of Fourteenth-avenue; and on the south by that side of that avenue bearing 270 degrees 217 feet 94 inches to the point of commencement,—and said to be in the possession of P. and C. Balo.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lots 367, 368, 369 and 361 to 364 inclusive, deposited plan 2,475: Commencing on the southern side of Fourteenth-avenue at a point bearing 90 degrees and distant 7 feet from the intersection of that side of that avenue with the eastern side of Second-avenue; and bounded thence on the north by the said southern side of Fourteenth-avenue bearing 90 degrees 271 feet 31 inches; on the north-east by a line bearing 137 degrees 29 minutes 30 seconds 1,342 feet 111 inches to the northern side of Thirteenth-avenue; on the south by that side of that avenue bearing 270 degrees 217 feet 31 inches; and on the south-west by a line bearing 317 degrees 29 minutes 30 seconds 1,342 feet 111 inches to the point of commencement,—and said to be in the possession of O. Mazumbar and others.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lots 442 to 443 inclusive and part of lots 463 and 464, deposited plan 2,475: Commencing on the western side of Second-avenue at a point bearing 360 degrees and distant 13 feet 71 inches from the intersection of that side of that avenue with the northern side of Fourteenth-avenue and bounded thence on the north-west by a line bearing 317 degrees 29 minutes 30 seconds 1,324 feet 31 inches to the northern side of Fifteenth-avenue; on the north by that side of that avenue bearing 90 degrees 271 feet 31 inches; on the north-west by a line bearing 137 degrees 29 minutes 30 seconds 923 feet 111 inches to the said western side of Second-avenue; and on the east by that side of that avenue bearing 180 degrees 293 feet 111 inches to the point of commencement,—and said to be in the possession of W. H. Evans and others.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lots 301 and 309, deposited plan 2,475: Commencing on the northern side of Fifteenth-avenue at a point bearing 270 degrees and distant 7 feet 61 inches from the north-eastern corner of the said lot 309; and bounded thence on the north-east by a line bearing 137 degrees 29 minutes 30 seconds 11 feet 24 inches to the eastern boundary of the said lot 309; on the east by part of that boundary bearing 180 degrees 293 feet 111 inches; on the south-west by a line bearing 317 degrees 29 minutes 30 seconds 412 feet 61 inches to the said southern side of Fifteenth-avenue; and on the north by that side of that avenue bearing 90 degrees 271 feet 31 inches to the point of commencement,—and said to be in the possession of P. and R. Vujić.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lots 311, 341, 340 and 339, deposited plan 2,475: Commencing on the northern side of Fifteenth-avenue at a point bearing 90 degrees and distant 107 feet 101 inches from the north-western corner of the said lot 339; and bounded thence on the north by that side of that avenue bearing 270 degrees 271 feet 31 inches; on the south-west by a line bearing 317 degrees 29 minutes 30 seconds 399 feet 61 inches to the western boundary of the said lot 341; on the west by part of that boundary and part of the western boundary of the said lot 311 in all bearing 360 degrees 399 feet 111 inches; and on the north-east by a line bearing 137 degrees 29 minutes 30 seconds 941 feet 1 inch to the point of commencement,—and said to be in the possession of W. H. Gordon and others.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lots 236, 237, 277, 278 and 276, deposited plan 2,475: Commencing on the southern side of Seventeenth-avenue at the north-western corner of the said lot 236; and bounded thence on the north by that side of that avenue bearing 90 degrees 271 feet 31 inches; on the north-east by lines bearing successively 162 degrees 32 minutes 30 seconds 673 feet 111 inches and 137 degrees 29 minutes 30 seconds 471 feet 71 inches to the northern side of Fifteenth-avenue; on the north by that side of that avenue bearing 270 degrees 271 feet 31 inches; on the south-west by lines bearing successively 317 degrees 29 minutes 30 seconds 332 feet 5 inches and 341 degrees 22 minutes 30 seconds 733 feet 4 inches to the western boundary of the said lot 236; and on the west by part of that boundary bearing 360 degrees 26 feet 111 inches to the point of commencement,—and said to be in the possession of W. I. Taylor and others.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lots 136 and 135, deposited plan 2,475: Commencing on the northern side of Fifteenth-avenue at a point bearing 90 degrees and distant 108 feet 111 inches from the

[Published in Government Gazette No. 35 of 31st May, 1963.]

**ELECTRICITY COMMISSION ACT, 1950, AS AMENDED.
—PUBLIC WORKS ACT, 1912, AS AMENDED**

**SUNNY SOUTH—SUNNET West No. 1 130KV TRANSMISSION
LINE**

Acquisition of Easements

APPLICATION by the Electricity Commission of New South Wales having been made that easements or rights to use the surface and the subsoil or under-surface of the land described in the Schedule hereto be appropriated or resumed for the construction and maintenance of an electricity transmission line, it is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council, that the easements or rights so asforesaid over so much of the said land as is Crown land are hereby appropriated and that the easements or rights so asforesaid over so much of the said land as is private property are hereby resumed under Division 1 of Part V of the Public Works Act, 1912, as amended, for the purpose asforesaid; and it is hereby further notified that the said easements or rights are vested in the Electricity Commission of New South Wales.

Dated at Sydney, this 22nd day of May, 1963.

R. W. WOODWARD, Governor.

By His Excellency's Command,
P. D. HILLS, Minister for Local Government.

SCHEDULE

All that piece or parcel of land situate in the Municipality of Campbelltown, parish of Minto and county of Cumberland, being part of the land shown in plan A, annexed to dealing C. 424728: Commencing on the south-eastern side of Campbelltown-road at a point bearing successively 223 degrees 19 minutes for a distance of 451 feet 24 inches and 224 degrees 11 minutes for a distance of 1 foot from the north-western corner of that land; and bounded thence generally on the north by lines bearing successively 97 degrees 15 minutes 30 seconds 164 feet 11 inches and 84 degrees 21 minutes 30 seconds 164 feet 11 inches to the south-western boundary of that land; on the south-east by part of that boundary bearing 194 degrees 52 minutes 210 feet 103 inches; generally on the south by lines bearing successively 245 degrees 21 minutes 20 seconds 117 feet 14 inches and 212 degrees 15 minutes 20 seconds 248 feet 11 inches to the said south-eastern side of Campbelltown-road; and on the north-west by that side of that road bearing 43 degrees 11 minutes 248 feet 11 inches to the point of commencement;—and said to be in the possession of the Minister for Agriculture.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Minto and county of Cumberland, being part of lots 2 and 3, deposited plan D. 178, part of lot A, plan annexed to dealing C. 248393, and part of lots A, B and C, plan annexed to dealing G. 477222: Commencing on the north-western side of Campbelltown-road at a point bearing 44 degrees 12 minutes and distant 16 feet 1 inch from the north-western corner of the said lot 2; and bounded thence on the south-west by a line bearing 278 degrees 18 minutes 10 seconds 288 feet 63 inches to the western boundary of the said lot 2; on the west by part of that boundary bearing 359 degrees 48 minutes 202 feet 21 inches on the north-east by a line bearing 56 degrees 18 minutes 10 seconds 1,081 feet 30 inches to the said north-western side of Campbelltown-road; and on the north-east by that side of that road bearing 224 degrees 12 minutes 248 feet 103 inches to the point of commencement;—and said to be in the possession of J. W. McKay and others.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Minto and county of Cumberland, being part of lot 1, miscellaneous plan of subdivision (R.F.) 19,956, the part of the land comprised in Real Property Application 25,764: Commencing on the north-western boundary of the 44 acres 2 rods 20 perches parcel of land shown in plan annexed to dealing D. 127781, at a point bearing 49 degrees 24 minutes 30 seconds and distant 778 feet 804 inches from the south-eastern corner of the said lot 1; and bounded thence on the south-west by a line bearing 278 degrees 13 minutes 30 seconds 1,292 feet 71 inches to the southernmost south-western boundary of the said lot 1; on the south-west by part of that boundary bearing 324 degrees 30 minutes 203 feet 103 inches on the north-east by a line bearing 98 degrees 13 minutes 30 seconds 1,616 feet 31 inches to the said north-western boundary of the 44 acres 2 rods 20 perches parcel of land shown in plan annexed to dealing D. 127781; and on the south-east by part of that boundary bearing 229 degrees 24 minutes 30 seconds 243 feet 85 inches to the point of commencement;—and said to be in the possession of P. Chenn and others.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Minto and county of Cumberland, being parts of lots 1 and 2, plan annexed to dealing G. 362059, and part of lots B and F, deposited plan 27,377: Commencing at

the south-eastern corner of the said lot F; and bounded thence on the south by part of the southern boundary of that lot bearing 270 degrees 19 feet 24 inches on the south-west by a line bearing 278 degrees 13 minutes 30 seconds 794 feet 81 inches to the north-western boundary of the said lot 1; again on the south-west by part of that boundary bearing 345 degrees 44 minutes 245 feet 61 inches on the north-east by a line bearing 98 degrees 13 minutes 30 seconds 1,616 feet 31 inches to the southernmost north-eastern boundary of the said lot F; and again on the north-east by part of that boundary bearing 174 degrees 29 minutes 203 feet 1 inch to the point of commencement;—and said to be in the possession of F. W. Lehman and others.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of St. Luke and county of Cumberland, being part of lots 34 and 35, deposited plan 1,350, and part of lot A, plan annexed to dealing B. 603036: Commencing on the western boundary of the said lot A at a point bearing 161 degrees and distant 115 feet 101 inches from the south-western corner of that lot and bounded thence on the west by part of that boundary bearing 360 degrees 452 feet 68 inches on the north-east by a line bearing 157 degrees 46 minutes 20 seconds 1,493 feet 44 inches to the eastern boundary of the said lot 34; on the east by part of that boundary bearing 180 degrees 452 feet 68 inches and on the south-west by a line bearing 332 degrees 46 minutes 20 seconds 1,493 feet 3 inches to the point of commencement;—and said to be in the possession of J. Anich and M. Barbie.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of St. Luke and county of Cumberland, being parts of lots 1 and 2, deposited plan 29,290, part of lots A and B, plan annexed to dealing G. 51222, part of lots 61 and 62, deposited plan 2,359, and part of lot B, plan annexed to dealing B. 7889: Commencing on the eastern side of Koolahara-road at a point bearing 360 degrees and distant 190 feet 23 inches from the south-western corner of the said lot 1; and bounded thence on the west by that side of that road bearing 360 degrees 281 feet 71 inches; on the north-east by lines bearing successively 130 degrees 8 minutes 1,774 feet 18 inches and 153 degrees 46 minutes 20 seconds 66 feet 111 inches to the eastern boundary of the said lot B, plan annexed to dealing B. 7889; on the east by part of that boundary bearing 180 degrees 452 feet 68 inches; and on the south-west by lines bearing successively 313 degrees 46 minutes 20 seconds 1,493 feet 3 inches and 316 degrees 8 minutes 1,643 feet 81 inches to the point of commencement;—and said to be in the possession of F. Tulich and others.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of St. Luke and county of Cumberland, being part of lot 79, deposited plan 1,359: Commencing on the western side of Koolahara-road at a point bearing 180 degrees and distant 152 feet 38 inches from the north-eastern corner of that lot, and bounded thence on the east by that side of that road bearing 180 degrees 261 feet 8 inches; on the south-west by a line bearing 310 degrees 9 minutes 16 seconds 661 feet 114 inches to the northern boundary of the said lot 79; on the north by part of that boundary bearing 90 degrees 118 feet 18 inches; and on the north-east by a line bearing 153 degrees 9 minutes 10 seconds 216 feet 11 inches to the point of commencement;—and said to be in the possession of J. Taylor.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of St. Luke and county of Cumberland, being part of lots A and B, plan annexed to dealing G. 749433: Commencing on the southern boundary of the said lot B at a point bearing 269 degrees 39 minutes 40 seconds and distant 180 feet 34 inches from the south-eastern corner of that lot; and bounded thence on the north by part of that boundary bearing 269 degrees 39 minutes 40 seconds 318 feet 11 inches on the south-west by a line bearing 310 degrees 9 minutes 10 seconds 226 feet 51 inches to the right bank of Cabramatta Creek; generally on the north-west by that creek downwards to the southern side of Kurrajong-road, on the north by that side of that road bearing 20 degrees 2 minutes 20 seconds 207 feet 181 inches; and on the north-east by a line bearing 130 degrees 9 minutes 10 seconds 1,734 feet 61 inches to the point of commencement;—and said to be in the possession of J. Brazda and J. Hancock.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of St. Luke and county of Cumberland, being part of lot 39, deposited plan 2,359: Commencing on the northern side of Kurrajong Road at a point bearing 270 degrees and distant 361 feet 10 inches from the south-eastern corner of that lot and bounded thence on the south-east by a line bearing 310 degrees 3 minutes 243 feet to the right bank of Cabramatta Creek; generally on the south-west by that creek upwards to the said northern side of Kurrajong-road; and on the south by that side of that road bearing 90 degrees 118 feet 18 inches to the point of commencement;—and said to be in the possession of J. and M. Tenn.

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south-western corner of the said lot 135; and bounded thence on the south by that side of that avenue bearing 270 degrees 209 feet 101 inches; on the south-west by a line bearing 342 degrees 24 minutes 30 seconds 324 feet 21 inches to the northern boundary of the said lot 135; on the north by part of that boundary bearing 90 degrees 209 feet 101 inches and on the north-east by a line bearing 162 degrees 22 minutes 30 seconds 324 feet 21 inches to the point of commencement,— and said to be in the possession of E. M. Palmer.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lots 182 and 183, deposited plan 2475, and part of portion 59; commencing on the northern side of Seventeenth-avenue at a point bearing 270 degrees and distant 347 feet 81 inches from the south-eastern corner of the said portion 59; and bounded thence on the south by that side of that avenue bearing 270 degrees 209 feet 101 inches on the south-west by a line bearing 342 degrees 22 minutes 30 seconds 1,038 feet 81 inches to the southern side of Eighteenth-avenue; on the north by that side of that avenue bearing 90 degrees 209 feet 101 inches; on the north-east by a line bearing 162 degrees 22 minutes 30 seconds 443 feet 8 inches to the eastern boundary of the said lot 183; on the east by part of that boundary bearing 140 degrees 72 feet 91 inches to the south-eastern corner of that lot; again on the north by part of the northern boundary of the said portion 59 bearing 90 degrees 22 feet 18 inches; and again on the north-east by a line bearing 162 degrees 22 minutes 30 seconds 319 feet 41 inches to the point of commencement,— and said to be in the possession of E. J. Banks and others.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of portions 58 and 57, situated north of the southern boundary of the said portion 61; the south-eastern boundary of the said portions 58 and 57, and the strip of land shown in plan B annexed to Dealing F-533,358 and lying within strips of land 100 feet wide on both sides of the centre line of the tramway for the wagon interests; the said southern boundary of portion 61, at a point distant 362 feet 31 inches easterly from the north-western corner of lot 137, deposited plan 2475, and from north-westerly through a point on the said south-eastern boundary of the 4 acres 3 rods 18 perches parcel of land shown in plan D annexed to Dealing F-533,358 bearing 89 degrees 21 minutes 20 seconds and distant 783 feet 21 inches from the lands formed in that boundary by lines bearing 225 degrees 21 minutes 20 seconds and 235 degrees 14 minutes 22 seconds as shown on that plan; but excluding therefrom the lands shown in plan annexed to Dealing 254,677 and 254,680 and said to be in the possession of E. J. Banks and others.

Also, all that piece or parcel of land situate in the Municipality of Fairfield, parish of Melville and county of Cumberland, being part of lots 3, 4 and 5, section 8, deposited plan 2134, commencing on the south-western side of Duff-road at a point bearing 112 degrees 20 minutes and distant 1,192 feet 11 inches from the intersection of that side of that road with the north-western side of Mulgoa-road; and bounded thence on the north-east by a line bearing 149 degrees 3 minutes 20 seconds 1,280 feet 91 inches to the said north-western side of Mulgoa-road; on the south-east by that side of that road bearing 210 degrees 45 minutes 30 seconds 237 feet 24 inches; on the south-west by a line bearing 329 degrees 5 minutes 20 seconds 2,000 feet to the said north-western side of Duff-road; and again on the north-east by that side of that road bearing 122 degrees 20 minutes 700 feet 51 inches to the point of commencement,— and said to be in the possession of G. Caynes and others.

Also, all that piece or parcel of land situate in the Municipality of Fairfield, parish of Melville and county of Cumberland, being part of lots C, D, E, F and G, deposited plan 30,440; commencing on the north-western boundary of the said lot C at a point bearing 42 degrees 30 minutes and distant 230 feet 1 inch from the westernmost corner of that lot; and bounded thence on the north-west by part of that boundary bearing 42 degrees 30 minutes 208 feet 51 inches; on the north-east by a line bearing 149 degrees 4 minutes 40 seconds 1,537 feet 9 inches to the north-eastern side of Duff-road; on the south-west by that side of that road bearing 312 degrees 30 minutes 700 feet 111 inches; and again on the south-west by a line bearing 229 degrees 4 minutes 40 seconds 808 feet 41 inches to the point of commencement,— and said to be in the possession of G. Tomasevic and others.

Also, all that piece or parcel of land situate in the Municipality of Fairfield, parish of Melville and county of Cumberland, being part of lots 109, 110, 111 and 112, deposited plan 31,339; commencing on the south-eastern boundary of the said lot 109 at a point bearing 42 degrees 32 minutes and distant 230 feet 1 inch from the south-western corner of that lot; and bounded thence on the south-west by a line bearing 329 degrees 5 minutes 10 seconds 702 feet 31 inches to the eastern side of Selkirk-avenue; on the west by that side of that avenue bearing 1 minute 40 seconds 385 feet 1 inch; on the north-east by a line bearing 149 degrees 5 minutes 10 seconds 978 feet 61 inches to the said south-eastern boundary; and 1078 feet 11 inches on the north-east by part of that boundary bearing 225 degrees 21 minutes 20 seconds 71 inches to the point of commencement,— and said to be in the possession of T. J. Ryan and others.

Also, all that piece or parcel of land situate in the Municipality of Fairfield, parish of Melville and county of Cumberland, being part of lots 105, 106, 107 and 108, deposited plan 31,359; commencing on the western boundary of the said lot 105 at a point bearing 3 minutes 20 seconds and distant 511 feet 31 inches from the southernmost corner of that lot; and bounded thence on the west by part of that boundary; and part of the western boundary of the said lot 305 bearing in all 1 minute 20 seconds 385 feet 1 inch; on the north-east by a line bearing 149 degrees 5 minutes 10 seconds 1,688 feet 91 inches to the western side of Selkirk-avenue; on the east by that side of that avenue bearing 180 degrees 1 minute 20 seconds 385 feet 1 inch; and on the south-west by a line bearing 329 degrees 5 minutes 10 seconds 1,040 feet 91 inches to the point of commencement,— and said to be in the possession of Palmer Pty. Ltd. and others.

Also, all that piece or parcel of land situate in the City of Fairfield, parish of Melville and county of Cumberland, being part of lots 139 to 145 inclusive, deposited plan 72,140; commencing on the northern boundary of the said lot 139 at a point bearing 289 degrees 36 minutes 30 seconds and distant 206 feet 4 inches from the north-eastern corner of that lot; and bounded thence on the north by part of that boundary and part of the northern boundary of the said lot 140 bearing in all 89 degrees 36 minutes 30 seconds 232 feet 51 inches; on the north-east by a line bearing 149 degrees 10 minutes 15 seconds 1,301 feet 71 inches to the eastern boundary of the said lot 144; on the east by part of that boundary; the eastern boundary of the said lot 147 and part of the eastern boundary of the said lot 148 bearing in all 180 degrees 8 minutes 20 seconds 385 feet 41 inches; and on the south-west by a line bearing 329 degrees 5 minutes 35 seconds 1,540 feet 71 inches to the point of commencement,— and said to be in the possession of R. J. McLean and others. M. G. 1,325

ADDRESS ALL MAIL TO
STATE CROWN SOLICITOR
BOX 23 P.O.
SYDNEY, N.S.W.

29536

STATE CROWN SOLICITOR'S OFFICE

137 MACQUARIE STREET
SYDNEY, NEW SOUTH WALES

23 MAY 1968

IN REPLY PLEASE QUOTE
No. 63/3682 KL/MS
TELEPHONE: 6-000 EXT. 728-732
2 0516

The Registrar General,
Registrar General's Department,
Prince Albert Road,
SYDNEY.

Dear Sir,

Resumption (16th October, 1954) of
easement for Sydney South-Sydney
West No. 1 Electricity Transmission
Lines: Claim of Leslie Haggas.
Ref.: Dealing No. J476016.

Certificate of Title Volume 7367 Folio 64 was pro-
duced by me on behalf of Messrs. Markham and Gaskie,
Solicitors of Liverpool to enable Resumption No. J476016
to be endorsed thereon.

I am informed by Messrs. Markham and Gaskie that
this has been done and I hereby authorise and request you
to release to Messrs. Galloway & Co., Law Stationers, the
above Certificate of Title Volume 7367 Folio 64.

Messrs. Markham and Gaskie have informed me that
their client requires the above Certificate of Title
urgently as he has sold the land.

Yours faithfully,

R. J. McKay,
Crown Solicitor.

per: *KAL.*

MAY 23 1968

J 476016

No.

LOGGED by

State Crown Solicitor,
237 Macquarie Street,
Sydney.

NOTICE OF RESUMPTION

General Notice of Resumption
Filed in SOB as regards plans N O P U and V *15.5.64*
Filed in SOB as regards plans B E F M and R *14.1.64*
Filed in SOB as regards plans L and Q *14.1.64*
Filed in SOB as regards plans A S C O *21.1.65*
Particulars entered in Register Book Vol. 7512 Fol. 112 *25.8.66*

at *11.30* o'clock
on *21.10.65* at *11.30* o'clock
at *11.30* o'clock

Eighty
Registered... 21 10 1972
J. Reddie
REGISTRAR GENERAL

REGISTRAR GENERAL

Particulars entered in Register Book Vol. 7512 Fol. 112
The day of *Monday* 1965
at *11.30* o'clock
J. Reddie
REGISTRAR GENERAL

Particulars entered in Register Book

Filed in SOB as regards plans N O P U and V *15.5.64*
Filed in SOB as regards plans B E F M and R *14.1.64*
Filed in SOB as regards plans L and Q *14.1.64*
Filed in SOB as regards plans A S C O *21.1.65*
Particulars entered in Register Book Vol. 7512 Fol. 112 *25.8.66*

day of *January* 1965
at *11.30* o'clock
in the *11.30* o'clock

J. Reddie
REGISTRAR GENERAL

Particulars entered in Register Book Vol. 7512 Fol. 112
Registered... 21 10 1972
J. Reddie
REGISTRAR GENERAL

Particulars entered in Register Book Vol. 7512 Fol. 112
J. Reddie
REGISTRAR GENERAL

97-11R



REQUEST

Real Property Act 1900



0
858394 L

(A) **STAMP DUTY**
If applicable.

Office of State Revenue use only

(B) **TITLE**
Show no more than 20.

SEE SCHEDULE

(C) **REGISTERED DEALING**
If applicable.

SEE SCHEDULE

(D) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone	Dealing Code
354L	STATE SEARCH Box A909 Sydney South 2000 Ph. 456-2207	
REFERENCE (max 15 characters): ETA		

(E) **APPLICANT** THE NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY

(F) **REQUEST** The Registrar-General pursuant to Section 46C of the Real Property Act 1900, to record the NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY as the proprietor of the estate and interest in the easements defined in the Schedule hereto, in respect of which the Electricity Commission of New South Wales is registered as proprietor, such estate and interest having been transferred to the New South Wales Electricity Transmission Authority by virtue of Clause 4 (1) of Schedule 2 to the Electricity Transmission Act, 1994.

RONALD BRUCE SMITH
Authorised Agent of the New South Wales
Electricity Transmission Authority.

CHECKED BY (office use only)

256

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858394

SYDNEY SOUTH - SYDNEY WEST NO.1 330KV TRANSMISSION LINE

INDEX	PLAN	LOT	DP/CP	TITLE REF.	DEALING
10	P4213	10	228850	10/228850	GG 7-7-1961 FOL.2018/9
		11	228850	11/228850	GG 7-7-1961 FOL.2018/9
		12	228850	12/228850	GG 7-7-1961 FOL.2018/9
		13	228850	13/228850	GG 7-7-1961 FOL.2018/9
		14	228850	14/228850	GG 7-7-1961 FOL.2018/9
		15	228850	15/228850	GG 7-7-1961 FOL.2018/9
11	P4214	11	771677	11/771677	H876664
		12	771677	12/771677	H876664
		50	2359	50/2359	H876664
		2	582420	2/582420	J476016
		1	582538	1/582538	J476016
		2	582538	2/582538	J476016
		3	582538	3/582538	J476016
		A	376897	A/376897	J476016
12	P4215	313	849590	313/849590	J476016
		314	849590	314/849590	J476016
		B	395505	B/395505	GG 31-5-1963 FOL.1489
		1	29230	1/29230	J476016
		2	29230	2/29230	J476016

Folio
Cancelled.

⊘ Easement not recorded on title.

(G)

STANDARD EXECUTION

Certified correct for the purposes of the Real Property Act 1900.

DATE 9 - / - 26

Signed in my presence by the Applicant who is personally known to me.

.....
M. D. Smith
Signature of Witness

.....
MARILYN DAWN SMITH
Name of Witness (BLOCK LETTERS)

.....
9 ELIZABETH ST BEROWRA HGHTS 2082
Address of Witness

.....
R. O. Heddle
Signature of Applicant

Authorised Agent of the New South Wales
Electricity Transmission Authority.

EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at
in the State of ON 19 in the presence of

.....
Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address and Qualification of Witness

.....
Signature of Applicant

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLER TRANSFER FORM IS UNSUITABLE.



R.P. 13A. No. **J 743010**

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

DAISY RIDDETT of Liverpool South,

File No. 17 2
 17 2
 17 2



Widow 78850

(This must not be detached in the transfer.)

Printing or handwriting in this document should not extend into any margin. Handwriting should be clear and legible and should be in black non-copying ink.

If a loss occurs, print out "in the margin" and indicate the required alteration.

(herein called transferor)
 being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **THREE THOUSAND POUNDS (£ 3,000.00)** (the receipt whereof is hereby acknowledged) paid to me by **MILOSLAV CHVATAL and ANTONIE CHVATAL**

do hereby transfer to

MILOSLAV CHVATAL of Kookaburra Road, Liverpool South Poultry
Farmer and ANTONIE CHVATAL of the same place, his wife, as joint
Tenants
(herein called transferee)

ALL such my Estate and Interest in ALL the land mentioned in the schedule following:

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Int.	
CUMBERLAND	ST. LUKE	PART	7126	19	Lot 1 D.P. 29230

Partly cancelled.

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Land or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred and "and being Lot No. D.P. ..." or "being the land shown in the plan numbered ..." or "being the residue of the land in certificate for grant registered Vol. ..."

When the subject of the Local Council is a subdivision in respect of the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

59/57965

And the transferee covenant(s) with the transferor for themselves and their assigns for the benefit of the adjoining land owned by the Transferor but only during the ownership thereof by the Transferor her executors administrators and assigns other than purchasers on sale that no fence shall be erected on the property hereby transferred to divide it from such adjoining land without consent of the Transferor her executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the transferor her executors administrators and assigns and in favour of any person dealing with the Transferor or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected and this restriction may be released varied or modified by the owner or owners for the time being of such adjoining land.

if it is unnecessary, or mutually adjust,
(b) if any covenants are to be created or any exceptions to be made, or
(c) if the statutory covenants implied by the Act are intended to be varied or modified.
Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1964.

ENCUMBRANCES, &c., REFERRED TO, *

Subject to Notice of Resumption J476016

* A very short note will suffice.
K 145-2 11 07

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, J.P. or Commissioner for Affidavits, or when the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affidavit sworn to each of the questions set out in Sec. 128 (1) (b) of the Real Property Act should sign the certificate to the fact of the facts.

Attestation may be proved where the parties are resident:—
 (a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General, or Recorder of Deeds or any Justice of the Peace, any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for Affidavits, or Clerk of the Peace, or Magistrate, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Governor-General, or Chief Secretary of such part, or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Consul-General, Charge d'Affaires, Consul-General or Secretary at an Embassy), (iii) a Commissioner of Deeds of England, (iv) a Consul-General, Vice-Consul, Consular Agent, or Consul Agent, who should affix his seal of office, or the attesting witness may make a declaration of the fact according to the form before one of such persons who should sign and affix his seal to such declaration, or such other person as the said Chief Justice may appoint.

* Strike out unnecessary words. Add any other words necessary to show that the form is effective.

Signed at Liverpool this 4th day of June 1954.

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

[Handwritten signature: D. Piddett]
[Handwritten signature: D. Piddett]
[Handwritten signature: D. Piddett]
[Handwritten signature: D. Piddett]
[Handwritten signature: D. Piddett]

D. Piddett
 Transferor.*

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

[Handwritten signature: M. Hoddle]
[Handwritten signature: M. Hoddle]
[Handwritten signature: M. Hoddle]
[Handwritten signature: M. Hoddle]

I Accepted, and I hereby verify this Transfer to be correct for the purposes of the Real Property Act.
[Handwritten signature: M. Hoddle]
[Handwritten signature: M. Hoddle]
 Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at the day of 19

Signed in the presence of—

CERTIFICATE OF J.P., & Co., TAKING DECLARATION OF ATTESTING WITNESS.

Appeared before me at the day of one thousand and and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the same purporting to be such signature of the said was of sound mind and freely and voluntarily signed the same.

* To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of same signed by the attorney before a witness.

NOTE—Section 128 requires that the above Certificate be signed by each Transferor or his Executor or Administrator, and requires any person liable or jointly or severally liable to a grant of 200, also to sign the same. Assent given by the Registrar or Commissioner, who must sign the same, and the fact of the same is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, condition or lease, the Transferor must accept personally.

No alterations should be made by anyone. The words rejected should be covered through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noted in the attestation.

J 743010
 No. _____

LODGED BY **TRAKLE ORMSBY & FRANCIS**
SOLICITORS
118 PITT STREET
SYDNEY, NSW 2020

FEE'S.
 The Fees, which are payable on lodgment, are as follows:—
 (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £5.00. Where such instrument is to be entered on more than one folio of the register, an additional charge of £5. is made for every Certificate of Title or Crown Grant after the first.
 (b) A supplementary charge of 10c. is made in each of the following—
 (i) where a restrictive covenant is imposed; or
 (ii) a new covenant is created; or
 (iii) a partial discharge of mortgage is entered on the transfer.
 (c) Where a new Certificate of Title must bear the same charges as—
 (i) £2 for every Certificate of Title not exceeding 15 folios and without diagrams;
 (ii) £5 for every Certificate of Title not exceeding 15 folios with diagrams;
 (iii) an approved where more than one single diagram, or an extensive diagram will appear.
 Where the outstanding exceeds 14 folios, an amount of 5c. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.
 To be filled in by person lodging dealing.

1	} Received Docs. Nos. Receiving Clerk.
2	
3	
4	
5	
6	

PARTIAL DISCHARGE OF MORTGAGE.
 (N.B.—Before execution read marginal note.)

I, *[Name]*, mortgagee under Mortgage No. _____
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the mortgage. The mortgagee should execute a formal discharge when the land mentioned in the whole or in the residue of the land in the Certificate of Title or Crown Grant is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19____
 Signed in my presence by _____

who is personally known to me, _____ Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

MEMORANDUM OF TRANSFER
[Signature]
[Signature]

Checked by _____
 Particulars entered in Register Book,
 Volume *712* Folio *19*

Passed (in S.D.B.) by _____
 on the *6th* day of *January* 19*85* at _____
 minutes past *5* o'clock in the *fore* noon.

Signed by *[Signature]*
 Registrar-General.

[Handwritten notes and stamps]

PROGRESS RECORD.

	Initials	Date
Sent to Surrey Branch		
Received from Records		
Draft written	<i>[Signature]</i>	<i>22.1.85</i>
Draft examined	<i>[Signature]</i>	<i>23.1.85</i>
Diagram prepared	<i>[Signature]</i>	<i>27.1.85</i>
Diagram examined	<i>[Signature]</i>	<i>28.1.85</i>
Draft forwarded	<i>[Signature]</i>	<i>28.1.85</i>
Supt. of Registrars	<i>[Signature]</i>	<i>28.1.85</i>
Cancellation Clerk	<i>[Signature]</i>	<i>28.1.85</i>

Vol. **0944** Fol. **36**

J743011 to follow

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

(Sheet 1 of 5 sheets)

DP1006741

Subdivision of Lot 100 DP868308
covered by Council Clerk's Certificate
No. 60 of 16-3-2000

PART 1

Full Name and Address of
Registered Proprietor of the Land:

George Nasser
23 Lindsay Street,
Burwood Heights NSW 2136

1. Identity of Easement firstly referred
to in the abovementioned plan:

Easement to drain water 1.2 wide.

Schedule of lots affected

Lots burdened

Lots benefited

5
12

11, 12, 13
11, 13

2. Identity of Restriction on Use secondly
referred to in abovementioned plan:

Restrictions on Use

Schedule of lots affected

Lots burdened

Name of Authority benefited

Each lot except Lot 17

The Council of the City of Liverpool

3. Identity of Restriction on Use thirdly
referred to in abovementioned plan:

Restrictions on use

Schedule of lots affected

Lots burdened

Lots benefited

Each lot except Lot 17

Every other lot except Lot 17

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

(Sheet 2 of 5 sheets)

DP1006741

Subdivision of Lot 100 DP868308
covered by Council Clerk's Certificate
No. **60** of **16-3-2000**

PART 1

4. Identity of Restrictions on Use fourthly referred to in abovementioned plan: Restrictions on use

Schedule of lots affected

<u>Lots burdened</u>	<u>Name of Authority benefited</u>
1, 2, 3, 4, 5, 6, 9, 16, 17	Transgrid

PART 2

Terms of Restrictions on Use secondly referred to in the abovementioned plan:

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

Terms of Restrictions on Use thirdly 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 City Council.
- (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% 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.

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

(Sheet 3 of 5 sheets)

DP1006741

Subdivision of Lot 100 DP868308
covered by Council Clerk's Certificate
No. 60 of 16-3-2000

PART 2

Terms of Restrictions on Use thirdly referred to in the abovementioned plan (cont.):

- (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;
 - (iii) shall not be white or silver in 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 City 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.

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

(Sheet 4 of 5 sheets)

DP1006741

Subdivision of Lot 100 DP868308
covered by Council Clerk's Certificate
No. 60 of 16-3-2000

PART 2

Terms of Restrictions on Use thirdly referred to in the abovementioned plan (cont.):

- (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.
- (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.

- gnd* (l) In these restrictions on use "relevant owners" shall mean ~~Michael Nasser, Fred Nasser, George Nasser and Michael Saliba~~ ^{Michael Nasser, Fred Nasser}, 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 Restrictions on use fourthly referred to in abovementioned plan:

Any proposed activity within the existing area of Easement for Transmission Line partially affecting the burdened lots as created by Deposited Plan 444513 shall require Transgrid's written approval.

Name of Authority empowered to release, vary or modify the Easement firstly and Restrictions on Use secondly 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.

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

(Sheet 5 of 5 sheets)

DP1006741

Subdivision of Lot 100 DP868308
covered by Council Clerk's Certificate
No. **60** of **16-3-2000**

PART 2

Name of person empowered to release, vary or modify the Restrictions on Use thirdly referred to in the abovementioned plan:

George Nasser for such period, as any of the relevant owners is the registered proprietors of any lot in the plan or any land immediately adjoining the land in the plan whichever is the later. Such right may be exercised by George Nasser without the consent of any other party and without regard to the fact that the owner or owners of any lot or lots in the plan may wish to preserve the terms of these restrictions. In exercising its discretion to so release, vary or modify these restrictions George Nasser will not be liable for damages to any person claiming any interest in any lot in the plan.

These restrictions on use shall lapse and be of no effect after 31st December 2015.

Name of Authority empowered to release, vary or modify the Restrictions on Use fourthly referred to in the abovementioned plan:

TRANSGRID. 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.

Signed in my presence by George Nasser who is personally known to me.

M. M. [Signature]
.....
Signature of Witness

G. [Signature]
.....

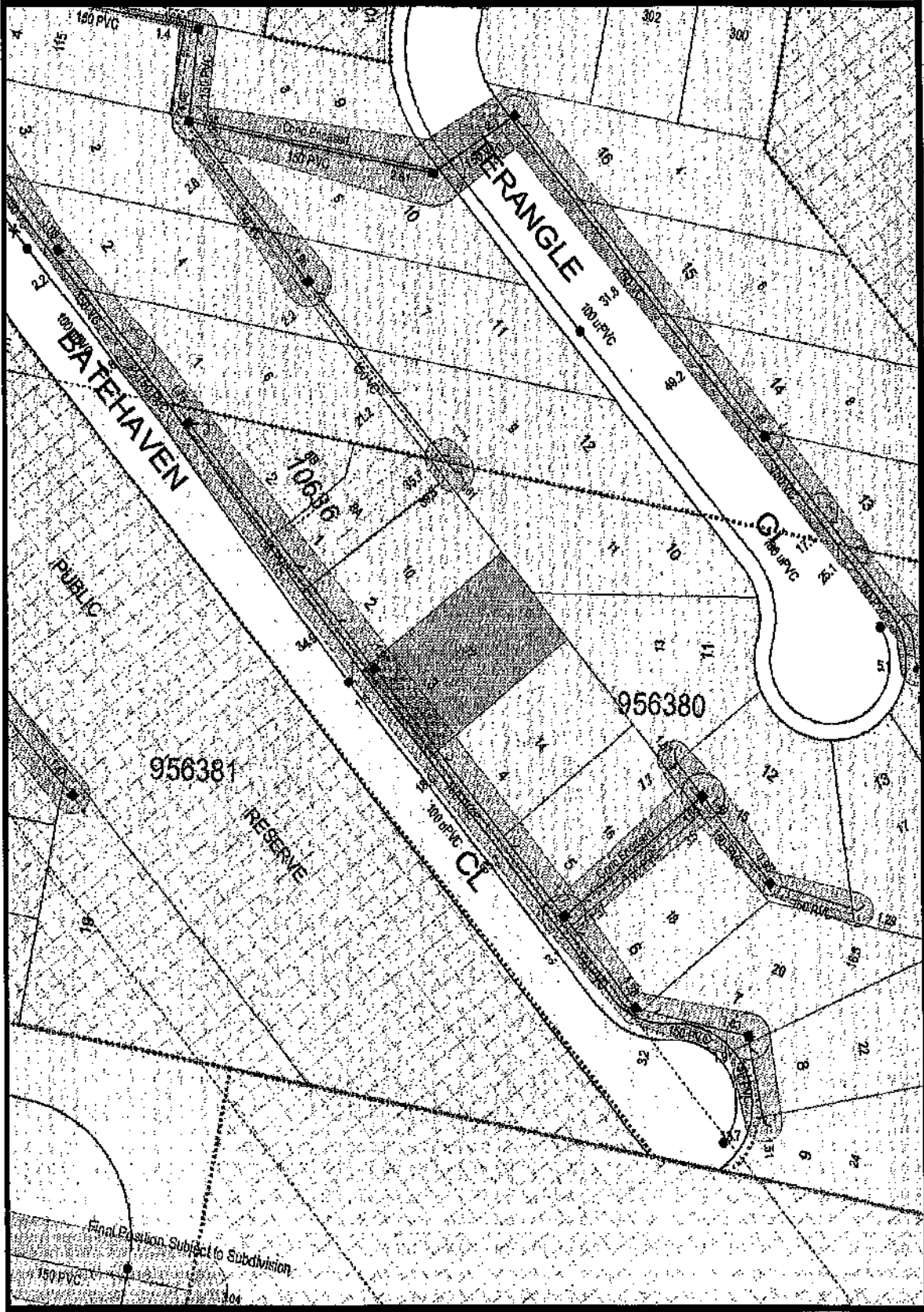
MICHAEL NASSER
.....
Name of Witness (BLOCK LETTERS)

35 DALTON AVE. COMBELL PARK
.....
CO. DIRECTOR
.....
Address and Occupation of Witness

Signed for and on behalf of CITIBANK LIMITED
by its duly authorised attorneys pursuant to a Power of Attorney Registered Book No. 4113 No. 139 in the Land Titles Office of N.S.W. and the attorneys hereby declare that they have no notice of revocation:

~~JOHN MANCOSO~~ ~~LIANE HOCKEY~~
~~SECURITIES~~ ~~PN 6188~~
.....
Signature of Mortgagee

REGISTERED 19.4.2000



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, valves 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 herein are approximately only.

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

Ref.: 4066: REECE ANDREW:87428
Ppty: 63093

Cert. No.: 3399

Applicant:
INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

Receipt No.: 4475160
Receipt Amt.: 53.00
Date: 22-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 3 DP 1006741

Street Address: 12 BATEHAVEN CLOSE, PRESTONS NSW 2170

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

Note: Commonly Used Abbreviations:

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



1. Names of relevant planning instruments and DCPs

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

LEPs:

Liverpool LEP 2008

SEPPs*:

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

Deemed SEPPs*:

Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment

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

Draft LEPs:

N/A

Draft SEPPs*:

Draft SEPP (Competition) 2010

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

Liverpool DCP 2008

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

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

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

R2 Low Density Residential - Liverpool LEP 2008

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

Home-based child care; Home occupations

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

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

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

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

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

No

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



No

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

No

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

No

3. Complying development

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

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

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

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

Nil

4. Coastal protection*

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

No

4A. Certain information relating to beaches and coasts*

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

No

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

Not applicable

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

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

No

5. Mine subsidence*

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

No



6. Road widening and road realignment

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

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

No

(b) An EPI?

No

(c) A resolution of the council?

No

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

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

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

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

7A. Flood related development controls information

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

No

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

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

No

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

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

8. Land reserved for acquisition

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

No

9. Contribution Plans

Liverpool Contributions Plan 2009

9A. Biodiversity certified land*

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

No



10. Biobanking agreements*

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

No

10A. Native vegetation clearing set asides

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

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

11. Bushfire prone land

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

No

12. Property vegetation plans*

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

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

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

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

No, Council has not been notified of an order

14. Directions under Part 3A*

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

No

15. Site compatibility certificates and conditions for seniors housing*

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

No, Council has not been notified of an order.

16. Site compatibility certificates for infrastructure*



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

No, Council has not been notified of an order

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

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

No, Council has not been notified of an order.

18. Paper subdivision information*

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

No

19. Site verification certificates*

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

No, Council is not aware of a site verification certificate

20. Loose-fill asbestos insulation *

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

No

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

21. Affected building notices and building product rectification orders*

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

No

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

No

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

No

22. Contaminated land

Is the land:

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

No

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

No

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

No

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

No

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

No

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



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

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





Revenue

Enquiry ID 3202601
Agent ID 81429403
Issue Date 22 Jan 2020
Correspondence ID 1700224669
Your reference 4066: Reece Andrew Heddle

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D1006741/3	12 BATEHAVEN CL PRESTONS 2170	\$447 667

There is no land tax (including surcharge land tax) charged on the land up to and including the 2020 tax year.

Yours sincerely,

Stephen R Brady
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



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



landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 7808 6908
Help in community languages is available.



NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	c850fa2e
Property Address:	12 BATEHAVEN CLOSE PRESTONS
Date of Registration:	02 May 2013
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	In ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance



NSW SWIMMING POOL REGISTER

Certificate of Non-compliance

Clause 21 - Swimming Pools Regulation 2018

Pool no: c850fa2e
Property address: 12 BATEHAVEN CLOSE PRESTONS
Date of inspection: 13 February 2020
Expiry date: 13 February 2021
Issuing authority: Alexander Stephandellis - Accredited Certifier - bpb2594
Assessed against AS1926.1 version: 2012

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

The swimming pool poses a significant risk to public safety

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

Non-compliance area/s:

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

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

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