

61 Walder Road

HAMMONDVILLE NSW 2170

Draft Contract

**McGrath**

# Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	<b>MCGRATH REAL ESTATE</b> 265B Macquarie Street Liverpool	phone 02 9824 1100 fax 02 9824 1120 ref
co-agent	Not Applicable	phone fax ref
vendor	<b>CHERIE LOUISE PALMER</b> 17 Aseki Place, Glenfield	
vendor's solicitor	<b>BLUNDEN &amp; MONTGOMERY</b> Level 1, 85-87 Moore Street, Liverpool 2170 PO Box 938, Liverpool BC NSW 1871 email: steven@blundenmontgomery.com.au	phone 02 9602 1311 fax 02 9821 4307 ref SMS:17833
date for completion	See Special Conditions	
land (address, plan details and title reference)	<b>61 WALDER ROAD, HAMMONDVILLE</b> Registered Plan: Lot 1 in Deposited Plan 239824 <b>Folio Identifier 1/239824</b> <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

witness

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

purchaser

JOINT TENANTS  tenants in common  in unequal shares

witness

**Choices**

Vendor agrees to accept a **deposit bond** (clause 3)  NO  yes  
**Proposed electronic transaction** (clause 30)  no  YES  
Parties agree that the deposit be invested (clause 2.9)  NO  yes

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

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

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

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

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

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

**RW payment (residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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67 Waler Road, TAMMONGVILLE

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

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

**Australian Taxation Office**

**Council**

**County Council**

**Department of Planning and Environment**

**Department of Primary Industries**

**East Australian Pipeline Limited**

**Electricity and gas**

**Land & Housing Corporation**

**Local Land Services**

**NSW Department of Education**

**NSW Fair Trading**

**NSW Public Works Advisory**

**Office of Environment and Heritage**

**Owner of adjoining land**

**Privacy**

**Roads and Maritime Services**

**Subsidence Advisory NSW**

**Telecommunications**

**Transport for NSW**

**Water, sewerage or drainage authority**

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3) (a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (1% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i> );
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018 – usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

## 2 Deposit and other payments before completion

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

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

**7 Claims by purchaser**

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

**8 Vendor's rights and obligations**

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

**9 Purchaser's default**

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

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

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

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

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

**16 Completion****• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

**• Purchaser**

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

**17 Possession**

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1978).

**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 or 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 s23 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 money 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 14.4 –
- 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 not disclosed in this contract; or
  - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

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

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

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

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

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by 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; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s126 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 <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</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 *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

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

67 Walder Road HAMMONDVILLE  
NSW 2170

## COOLING OFF CERTIFICATE

VENDORS:           **CHERIE LOUISE PALMER**

PURCHASERS:

PROPERTY:         **61 WALDER ROAD, HAMMONDVILLE**

I,.....of.....in  
the State of New South Wales, Solicitor, state:

1.     I am a Solicitor/Barrister currently admitted to practice in New South Wales and I am giving this Certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a Contract for Sale of the above property ('the Contract') from the Vendors to the Purchasers in order that there is no cooling off period in relation to the Contract.
  
2.     I do not act for the Vendors and am not employed in the legal practice of a Solicitor acting for the Vendors nor am I a member or employee of the firm of which a Solicitor acting for the Vendors is a member or employee.
  
3.     I have explained to the Purchasers:
  - a)     The effect of the Contract for the purchase of the property.
  
  - b)     The nature of this Certificate.
  
  - c)     The nature of giving this Certificate to the Vendors namely that there is no cooling off period in relation to the Contract.

Dated:

Signed:.....

## **SPECIAL CONDITIONS**

### **Condition of Property**

- 32.** Subject to Section 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of land) Regulation 2010 (NSW)*, the purchaser acknowledges that it is purchasing the property as a result of its own inspections and inquiries and in the condition and state of repair as at the date of this contract and subject to any existing water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations (Services) and cannot take any *restricted action* in respect of:
- 32.1 the condition, state of repair, dilapidation or infestation (if any) of the property;
  - 32.2 any latent or patent defect in the property;
  - 32.3 any environmental hazard or contamination;
  - 32.4 the nature, location, availability or non-availability of the Services or defects in the Services;
  - 32.5 whether or not the property is subject to or has the benefit of any rights or easements in respect of the Services;
  - 32.6 any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;
  - 32.7 any rainwater downpipe being connected to the sewer;
  - 32.8. any failure to comply with the *Swimming Pools Act 1992 (NSW)*; or
  - 32.9 whether or not the property complies with the regulations under the *Environmental Planning and Assessment Act 1979 (NSW)* relating to the installation of smoke alarms.

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

- 33.** The Purchaser acknowledges that he is purchasing the property as a result of his own enquires and inspection and not as a result of any representation made by the Vendor or made by any person on the Vendor's behalf.

### **Whole Agreement**

- 34.** The parties agree this Contract contains or refers to the whole of their agreement in relation to the sale and purchase of the property and that except where required by law no further promises representations warranties undertakings or conditions shall be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement or by reason of any promise representation warranty or undertaking given or made by any party to the other on or prior to the making of this Contract.

### **Capacity**

- 35.** Without in any way limiting, negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:
- 35.1 Dies or become mentally ill, then either party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply;
- 35.2 Be declared bankrupt, being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract; or
- 35.3 The purchaser promises that the purchaser has the legal capacity to enter into this contract.

### **Real Estate Agent**

- 36.** The Purchaser acknowledges that and warrants that he was not introduced either to the Vendor or to the subject property by any licensed Real Estate Agent other than the agents (if any) noted on this Contract for sale. The Purchaser indemnifies the Vendor from and against the payment of all commission that may be found to be payable in respect of this sale to any Real Estate Agent other than the Agents (if any) noted on this Contract other than for any amount of commission which might be payable under any sole agency agreement signed by the Vendor. This condition shall not merge in the transfer upon completion, and shall remain in full force and effect notwithstanding completion of this within Contract.

### **Services**

- 37.** Prior to entering into this Agreement the Purchaser has satisfied himself as to the availability or otherwise of services such as water, sewerage, drainage, electricity, gas, telephone and the like to the property and the Purchaser shall not be entitled to make any objection, requisitions or claim for compensation should all or any of such services not be available or about the location of any such services.

### **Notice to Complete**

- 38.** 38.1 If a party is entitled to serve a notice to complete, then the party may:
- (a) at any time serve a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice); and.
- (b) specify a time of day between 11.00am and 4.00pm as the time for completion.
- 38.2 The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete
- 38.3 The party serving a notice to complete reserves the right to:

- (a) withdraw the notice; and
- (b) issue further notices to complete.

38.4 If the vendor issues a notice to complete, the purchaser must pay to the vendor by way of adjustment on completion in addition to the purchase price the sum of \$330.00 on account of the vendor's legal fees which is agreed to be a genuine pre-estimate of the additional expenses in relation to the issue of the notice to complete

### **Release Deposit**

39. In the event the vendor is purchasing another property it is an essential term and condition of this contract that the purchaser agrees unconditionally to the release to the vendor of the deposit or so much of the deposit as is required by the vendor. The purchaser by executing this contract unconditionally agrees and acknowledges by executing this agreement that it is an essential term of this contract that the vendor may use the deposit or so much of the deposit as is required for use by the vendor for the following purposes:

A deposit on the purchase of another property and such deposit will be paid only to the trust account of an estate agent or a solicitor and shall not be further released without the consent of the purchaser;

- 39.1. Stamp duty payable on any such contract; and
- 39.2. The vendors agent is hereby unconditionally authorised to release the deposit or so much of the deposit as is required by the vendor and the agent shall not be required to obtain further approval from the purchaser and the vendor and the vendors agent shall be entitled to rely on this clause of the executed contract.
- 39.3. In the event that the vendor enters into a Village Contract as referenced in Part V of the *Retirement Villages Act 1999*, to fund the payment of:
  - 39.2.1 Any deposit required by the Village;
  - 39.3.2 Any registration fee required by the LPI; and
  - 39.3.3 Any share of the Operator's legal costs as required to be paid by the Vendor.
- 39.4. In the event that the releases of the deposit is not required pursuant to this Special Condition, the deposit should be paid to the *Deposit holder* pending completion.

### **Reduced Deposit**

40. Notwithstanding any other provision of this Agreement, in the event that the Purchaser defaults in the observance or performance of any obligation hereunder which is or has become essential the Purchaser shall forthwith pay to the Vendor the difference between ten per centum (10%) of the purchase price and the deposit previously paid. Such additional deposit shall be held and paid as specified in Clause 2. Any termination or rescission of this Agreement shall not abrogate or waive the obligation imposed by this clause.

## **PEXA**

- 41.** The Vendor and Purchaser agreed that the completion of this Contract will take place through PEXA, and that the Vendor and Purchaser will irrevocably instruct their legal representative to register with PEXA and to maintain this registration with PEXA until completion of this Contract.

In the event that completion does not take place through PEXA as a result of the Purchaser's legal representative not being registered with PEXA, then the Purchaser will pay to the Vendor the sum of \$330.00 on completion of this Contract, such amount to be paid in addition to the purchase price.

## **Late Completion**

- 42.** If the Purchaser shall not complete this purchase by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion in addition to the balance of the purchase moneys, an amount calculated as eight per cent (8%) interest on the balance purchase money, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

In addition, the Purchaser has to pay to the Vendor's solicitor the amount of THREE HUNDRED AND THIRTY DOLLARS (\$330.00) as a genuine pre-estimated legal costs and expenses incurred by the Vendor's solicitor as a result of the Purchaser for any reason unable to settle on the due date or the agreed date between the Vendor's solicitor and the Purchaser's solicitor whether or not notice to complete has been issued to the Purchaser.

## **Amendments to Printed Conditions**

- 43.** Amendments to printed conditions of the contract for sale:
- 44.1. Clause 7.1.1 delete "5%" and substitute "\$1.00".
  - 44.2. Clause 16.5 delete "plus another 20% of that fee".
  - 44.3. Clause 16.8 delete
  - 44.4. Clause 23.16 delete.
  - 44.5 Clause 25.1.1 amend by deleting the word "limited".
- 44.** Clause 23.13 of the printed conditions of the contract for sale is deleted and replaced with:

"The Purchaser must obtain a certificate under Section 184 of the Strata Schemes Management Act, 2015 or Section 26 of the Community Land Management Act, 1989 in relation to the lot, the scheme or any higher scheme at least seven (7) days prior to the complete date. The vendor shall not be liable or required to apply for any of the aforementioned certificates. The vendor authorises the purchaser to obtain any of the aforementioned certificates by the time stipulated in this special condition and settlement is delayed as a result thereof, then the provisions of special conditions 38 and 41 shall apply.

## **Transfer**

45. It is an essential term of the contract that, should the purchaser not submit the transfer to the Vendor's solicitors ten (10) days prior to the due date for completion, the Purchaser shall allow as an adjustment on settlement the sum of fifty five dollars (\$55.00) (including GST) being the Vendor's solicitor's expedition fees for arranging urgent execution.

## **Service of Documents**

46. Notwithstanding the provisions contained in Clause 20.6.4 hereof a document under or relating to the contract shall be sufficiently served for the purposes of this contract if the document is sent via facsimile transmission and in any such case shall be deemed to be duly given or made when the transmission has been completed; except where:
- 46.1 The time of dispatch is not before 5.00pm (Sydney time) on a *business day*, in which case the notice shall be deemed to have been received at 9.00am (Sydney time) on the next *business day*; or
- 46.2 The sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission in which case the facsimile transmission shall be deemed not to have been given or made.
- 46.3 The sender does not receive an email stating the email has been transmitted / relayed to the sender.

## **Foreign Resident Capital Gains Withholding**

47. 47.1 This clause applies to contracts made on or after 1 July, 2016 but only if:
- 47.1.1 the sale is not an excluded transaction with the meaning of s.14-215 of Schedule 1 of the *TA Act*; and
- 47.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract
- 47.2 The purchaser must:
- 47.2.1 at least 5 days before the date of completion, serve evidence of the purchaser's submission of a purchaser payment notification to the Australian Taxation Office;
- 47.2.2 produce on completion a *settlement cheque* for the remittance amount payable to the Deputy Commission of Taxation;
- 47.2.3 for the *settlement cheque* to the payee immediately after completion; and
- 47.2.4 serve evidence of receipt of payment of the remittance amount.
- 47.3 The Vendor cannot refuse to complete if the purchaser complies with clauses 47.2.1 and 47.2.2.

47.4 If the Vendor served any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than seven (7) days after the service and clause 21.3 does not apply to this provision.

47.5 If the vendor serves a *clearance certificate* in respect of every vendor, clauses 47.2 and 47.3 do not apply

#### **Costs of Re-Scheduled Settlement**

48. If settlement of this matter does not take place at the first scheduled day due to the default of the purchaser or the purchaser's mortgagee, the purchaser shall pay all fees including agency fees and re-certificate fees (if any) incurred by the vendor or his mortgagee in relation to any re-arrangement for settlement.

#### **Adjustments on Settlement**

49. The parties agree that if, on completion, any apportionment of payments due to be made under this Contract is overlooked, or incorrectly calculated, they will forthwith upon being requested to do so by the other party, make a correct calculation and reimburse each other accordingly after settlement. This clause shall not merge on completion,

#### **Christmas Close Clause**

50. 50.1 In the event that the date for Completion falls within the period commencing **Thursday, 19 December 2019** and ending **Thursday, 16 January 2020** ("the Holiday Period") the date for completion is hereby extended to **Friday, 17 January 2020** ("The Resumption Date").

50.2 In the event that a party serves the other party with a notice during the Holiday Period service of the notice is deemed effected on the Resumption Date.

50.3 If, prior to the commencement of the Holiday Period, a party serves the other party with a Notice to Complete which appoints a date by which to complete this Contract which falls within the Holiday Period then the date is hereby extended to the Resumption Date.

50.4 In the event that damages are payable by either party pursuant to this Contract no damages will be payable by either party for any day that completion does not occur during the Holiday Period.

#### **NSW Swimming Pools Act**

51. In the event that a Certificate of Non-Compliance under the NSW Swimming Pools Act is annexed hereto, the purchaser acknowledges that they are obligated to rectify defects listed in the Certificate of Non-Compliance and obtain a Certificate of Compliance within 90 days from the date of completion. The purchaser indemnifies the vendor against any costs associated with obtaining Certificate of Compliance. This clause shall not merge on compliance.

### **Goods and Services Tax (GST)**

- 52.** If the vendor incurs a liability to pay Australian Goods and Services Tax or a tax on supply or similar tax (GST) in connection with this contract, the purchaser must pay to the vendor on completion of this contract or on such other date as the vendor nominates in addition to the price the amount of the GST, which amount will be deemed to be part of the balance of purchase money due and payable. This clause shall not merge on completion.

### **Land Tax Certificate**

- 53.** 53.1 The vendor will serve a current Land Tax Certificate on the purchaser at least 14 days prior to settlement.
- 53.2 Should the vendor fail to serve a current Land Tax Certificate on the purchaser within this timeframe, the purchaser does not have to complete earlier than 14 days after service of the certificate.
- 53.3 The purchaser agrees to pay the cost for the section 47 Land Tax Certificate.

### **Registered Proprietor**

- 54.** The Vendor discloses that she is the executor of the estate of the deceased registered proprietor and is currently not registered on title. Settlement shall be on the later of:
- 54.1 six (6) weeks from the date of the contract; or
- 54.2 Fourteen (14) days after the vendor gives notice to the purchaser or their solicitor / conveyancer they are registered on title.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Cherie Louise Palmer**  
Purchaser:  
Property: **61 Walder Road, Hammondville**  
Dated:

---

### Possession and tenancies

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

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the property for land tax purposes for the current year?

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989*.

16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
18. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
  - (c) If the answer to Requisition (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

#### **Affectations**

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the property?
  - (f) any contamination?
22. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

#### **Capacity**

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

#### **Requisitions and transfer**

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



LAND  
REGISTRY  
SERVICES

Order number: 57873952  
Your Reference: SMS:17833  
17/07/19 09:32



NSWLRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/239824

SEARCH DATE	TIME	EDITION NO	DATE
17/7/2019	9:32 AM	1	19/7/2018

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

LAND

LOT 1 IN DEPOSITED PLAN 239824  
AT HAMMONDVILLE  
LOCAL GOVERNMENT AREA LIVERPOOL  
PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP239824

FIRST SCHEDULE

DONALD PARKINSON (TA W370619)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 , C811975 COVENANT
- 3 AN514742 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

PRINTED ON 17/7/2019

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.







M. 15045

REGISTRATION OF THE PLAN OF SUBDIVISION AND PARTITIONING  
 OF THE LAND CONTAINED IN THE REGISTERED PLAN OF THE  
 GOVERNMENT OF NEW SOUTH WALES

Date: DP239824

Full name and address of  
 the person or persons who  
 are the owners of the land

Number of owners of the  
 land as shown in the  
 subdivisional plan

Lot Number:

Name of applicant referred  
 to in the subdivisional plan

Name of person responsible for  
 the subdivision and partitioning  
 and the name of the  
 subdivisional plan

Signed in my presence by **ROBERT JAMES**  
**ALLEN** and **ROBERT JAMES**  
 who are present

Signed in my presence by **ANNE MIA**  
**REID** who is personally known to me:

Signed in my presence by **ROBERT JAMES**  
**ALLEN** who is personally known to me:

*10.10.70*

MAP 1

Subdivision of Lot 30 to 32 (inclusive) in  
 Section Plan 1750 covered by Council  
 Order Certificate No. 1576/34  
 together with the land known as the  
 former site of 45 Tindler Road, Homebush  
 and the land known as 41 Tindler Road,  
 Homebush.  
 A restriction as to users.

CONSENT OF THE TOWN COUNCIL

The Council of the City of Liverpool has  
 resolved that it consents to the  
 subdivision and partitioning of the  
 land shown in the plan herewithly  
 mentioned.

Page 2

That no fence on the land hereby proposed shall  
 exceed 2 feet in height and no fence shall be  
 erected on the land hereby proposed which shall  
 restrict or impede the use of the land  
 hereby proposed for any purpose or  
 purposes except those for which the  
 land hereby proposed having been intended  
 and which are specified in the plan  
 of the land hereby proposed having dimensions  
 of 160 feet.

The Council of the City of Liverpool HEREBY  
 certifies that the subdivision and partitioning  
 action shall if approved, be made and done in  
 all respects in the best and interests of the  
 person or persons proposing such  
 subdivision or subdivisions.

*W. J. B. King*  
 Registrar

*A. M. Reid*  
 Registrar

*Robert James Allen*  
 Town Clerk of the City  
 of Liverpool

REGISTRATION OF THE PLAN OF SUBDIVISION AND PARTITIONING MADE ON PLAN IN THE LAND TITLES OFFICE.	This negative is a photograph made on a permanent record of a document in the custody of the Registrar General this day, 19th May, 1986
-----------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------



JUL 27 9 27 AM 1937



R.P. NEW SOUTH WALES



Fees:—  
 Lodgment ...  
 Endorsement ...  
 Certificate ...

**MEMORANDUM OF TRANSFER**

C811975

**HAMMOND'S PIONEER HOMES**

27 JUL 1937

Trusts must be disclosed in the transfer.

If a less estate, strike out "in fee simple," and interline the required alteration.

If two or more, state whether as joint tenants or tenants in common.

If all the references cannot be conveniently inserted a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

If part only of the land comprised in a Certificate or Certificates of Title is to be transferred, add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-22. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure should be used. A very short note will suffice.

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2. Repeat attestation if necessary.

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."

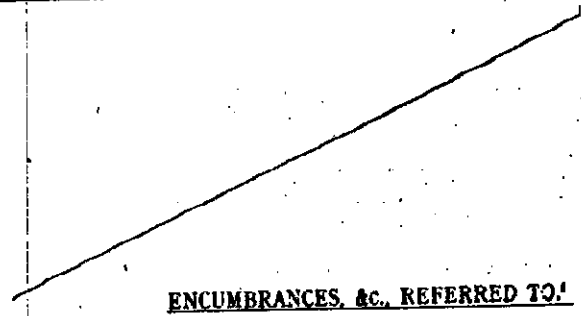
being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of ONE HUNDRED AND TWO POUNDS TEN SHILLINGS (£102/10/-) (the receipt whereof is hereby acknowledged) paid to it by

ROBERT ARTHUR PARKINSON of Hammondville, Bricklayer, and MIRIAM MYRTLE PARKINSON his wife

do hereby transfer to the said transferee *as joint tenants*, ALL such's Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title. (s)			Description of Land (if part only). (d)
		Whole or Part	Vol.	Fol.	
Cumberland	Holsworthy	Part	4684	227	Being Lot 30 on Deposited Plan 17500

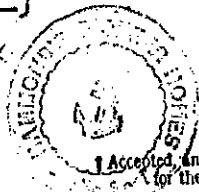
And the transferee covenants with the transferor as per-annexure "A"



**ENCUMBRANCES, &c., REFERRED TO!**

Signed at Sydney the 20<sup>th</sup> day of July 1937  
 THE COMMON SEAL OF HAMMOND'S PIONEER HOMES was hereto affixed WHO IS PERSONALLY KNOWN TO ME  
Robert S. Hammond  
 Managing Director Transferor.

in the presence of:  
 Signed John Southwood  
 Secretary



I Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.  
R. A. Parkinson  
M. M. Parkinson  
Transferree.

Signed in my presence by the transferee  
 WHO IS PERSONALLY KNOWN TO ME  
Carthea

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.  
 † N.B.—Section 277 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.  
 No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

No. **C811975**

LODGED BY **E. H. TEBBUTT & SONS**

**28 MARTIN PLACE SYDNEY.**

**CONSENT OF MORTGAGEE.**

I, *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.

Dated at *this* day of *19* . } Mortgagee.  
 Signed in my presence by }  
 who is personally known to me. }

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.**

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

Memorandum whereby 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 at the place and on the date above-mentioned, in the presence of—

i This form is not appropriate in cases of delegation by trustees.

j Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

**FORM OF DECLARATION BY ATTESTING WITNESS.\***

Appeared before me at *the* day of *one thousand*  
*nine hundred and thirty* the attesting witness to this instrument,  
 and declared that he personally knew *the person*  
 signing the same, and whose signature thereto he has attested; and that the name purporting to be such  
 is *own handwriting, and*  
 of the said *is*  
 of sound mind and freely and voluntarily signed the same.

k May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

INDEXED was  
 8 AUG 1939  
 BY  
 CHECKED BY *MB*

**MEMORANDUM OF TRANSFER OF**

*Acres roads perches*  
*Lot 30. S.P. 17560.*  
*Walden Rd.*  
*Shire of Liverpool (Sub 16 Co.)*  
 Municipality  
 Parish County  
*Robert Arthur Parkinson } as joint tenants*  
*Miriam Myrtle Parkinson } Transferees*

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Prop., M't'gor, etc.

SPACES FOR DEPARTMENTAL USE.

Particulars entered in Register Book, Vol. *4624* Fol. *227*

the *1st* day of *August* 19*39*.  
 at *10* minutes *10* o'clock in the *noon*.

*Per W. Mills*  
 Registrar



**PROGRESS RECORD.**

	Initials	Date
sent to Survey Branch...	<i>MB</i>	<i>29/7</i>
received from Records	<i>MB</i>	<i>1.8.39</i>
Draft written ...	<i>MB</i>	<i>2/8</i>
Draft examined...	<i>MB</i>	<i>3.8.39</i>
Diagram prepared	<i>MB</i>	<i>4/8</i>
Diagram examined	<i>MB</i>	<i>11/8</i>
Draft forwarded	<i>MB</i>	<i>14/8</i>
Receipt of Engrossers	<i>MB</i>	<i>14/8</i>
Cancellation Clerk	<i>MB</i>	<i>14/8</i>
VOL. <b>5067</b> FOL <b>195</b>		
Diagram Fees ...		
Additional Folios		

parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.  
 If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.  
 If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof 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.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be 1/3. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than the folios of engrossing.

Tenants in common must receive separate Certificates.  
 If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferrer may take out a new Certificate for the residue.

"A"

3 C811975

This is the Annexure marked "A" referred to in Memorandum of Transfer from HAMMOND'S PIONEER HOMES to ROBERT ARTHUR PARKINSON and MIRIAM MYRTLE PARKINSON dated the \_\_\_\_\_ day of \_\_\_\_\_ 1939.

AND the Transferees for themselves their executors administrators and assigns jointly and severally covenant with the said Transferrer its successors and assigns as follows :-

1. That they will not without the written consent of the Transferrer use Lot 30 for other purposes than for a private dwelling house.
2. And that they will not on the said Lot 30 carry on any offensive trade.
3. That they will not use nor permit the use of the land (Lot 30) for shop purposes nor for disorderly nor noxious trades nor hotel wine nor spirit-merchant purposes nor for a place of public amusement, nor gambling nor for any advertising sign notice or hoarding.
4. And that they will use the land and premises in clean quiet decent and orderly ways and so as to avoid injury or damage or disturbance to other owners or occupiers (including the Transferrer) in "Hammondville" and they shall not by any act or forbearance allow the said Lot 30 to be used for any purpose obnoxious to the "Pioneer Home" object of the Transferrer.
5. That they will not use the said land to commit any breach of the Police Offences Act or of the laws relating to drunkenness disorderly conduct sanitation vagrancy offensive language, breach of the peace or good order.
6. That they shall not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon nor use nor permit nor allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware.

AND the land to which the benefit of such covenant is intended to be appurtenant is the whole of the land comprised in Deposited Plan No. 17500 other than the land herein mentioned.

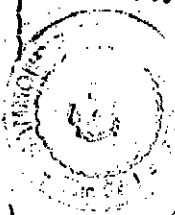
AND the land subject to the burden of this covenant is the land hereby transferred and the person or persons entitled to vary or modify these covenants are the said Transferrer or its successors or assigns.

THE COMMON SEAL of HAMMOND'S PIONEER HOMES was hereto affixed by

*Robert S. Hammond*  
Managing Director

in the presence of:

*E. A. Southwood*  
Secretary



SIGNED in my presence by the said ROBERT ARTHUR PARKINSON and MIRIAM MYRTLE PARKINSON who is personally known to me:

*R. A. Parkinson*  
*M. M. Parkinson*

6

C811976



MEMORANDUM OF LEASE  
Real Property Act 1900

Original  
Sgt St  
19/7/89  
27 JUL 1939  
NEW SOUTH WALES  
LAND & WATER  
TITLES  
OFFICE

13109  
19080

BOND'S INDUSTRIES LIMITED a Company duly incorporated under the Companies Acts and having its registered office in Layton Street Camperdown Sydney (hereinafter called the Lessor) 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 by memorandum underwritten or endorsed hereon DOH HERBY lease unto PHILIPS RADIO WORKS (AUST) PTY. LIMITED a Company duly registered as aforesaid having its registered office at Sydney aforesaid (hereinafter called the Lessee) ALL THAT piece of land situated in the Parish of Petersham County of Cumberland BEING part of the land comprised in Certificate of Title dated the 30th day of August 1929 registered Volume 4320 Folio 81 AND BEING Lots 15, 16 and 17 of Section 3 shown on the plan endorsed on the said Certificate of Title TOGETHER with the building erected on the said lands known as Numbers 100/106 Mallett Street Camperdown aforesaid AND TOGETHER with the lifts engines machinery gas and other fittings and fixtures in or upon the said building TO BE HELD by it the said Lessee as tenant for the term of two years computed from and including the first day of March One thousand nine hundred and thirty-nine At a yearly rental of One thousand six hundred pounds payable as follows:-  
By equal monthly payments of one hundred and thirty-three pounds six shillings and eightpence on the first day of each and every month during the said term And at a rental in proportion to such rate for any fraction of a month of the said term if the lease should terminate from any cause between two rent days The first payment thereof having been made on the First day of March SUBJECT to the following covenants conditions and restrictions

- namely:-
1. The covenants and powers implied in every Memorandum of Lease by virtue of the Conveyancing Act 1919-1932 Sections 84 and 85 are hereby expressly negatived.
  2. To the full effect of the covenants hereinafter shortly noted as the same are set forth in words at length in the Second Column of the Fourth Schedule of the Conveyancing Act 1919-1932:
    1. That the Lessee covenants with the Lessor to pay rent.
    2. Provided that in the event of damage by fire lightning flood or tempest rent shall abate until the premises are restored.
    7. And that the Lessor may enter and carry out requirements of public authorities and repair under the Lease.

Wm  
6/8/39  
19080

0 9 8 1 1 9

16. And will not assign or sub-let without leave; no fine to be taken.

17. That the Lessee will not carry on any offensive trade.

22. And that the Lessee may remove its fixtures including (but without in any way limiting the term fixtures) any tubing piping and exhaust arrangements erected or installed by the Lessee.

3. To the following special conditions namely:-

THE Lessee covenants and agrees with the Lessor -

- (a) That the Lessee will duly and punctually pay all meter rents and for all gas or other illuminant electric light or power and excess water supplied to the demised premises according to the meter readings.
- (b) That the Lessee will not make or permit to be made any structural or other alterations or additions during the term aforesaid in or to the said demised premises or any part thereof without the consent thereto of the Lessor in writing being first obtained.
- (c) That any hoarding sign advertisement or notice affixed to or erected or placed on any part of the outside or inside of the said building by the Lessee shall at the expiration or sooner determination of the term hereby created be removed by the Lessee who shall make good any damage which may have been caused to the leased premises by the affixing thereto of any such hoarding sign advertisement or notice.
- (d) That the Lessee will during the said term well and sufficiently repair maintain amend and keep the demised premises with *having regard to their condition at the commencement of this lease* the appurtenances in good and substantial repair and all fixtures and things thereto belonging or which at any time during the term shall be erected and made by the Lessor when where and so often as need be reasonable wear and tear and damage by fire lightning flood or tempest excepted And will keep all lavatories drains and sewers now in upon or about the leased premises in as good repair as the same are or were in at the commencement of the said term or may be put in during the continuance thereof reasonable wear and tear and damage by fire lightning flood or tempest excepted and thoroughly cleansed and secured and will observe and give effect to the regulations of the Metropolitan Water Sewerage and Drainage Board or other governing body or authority for the time being Provided that this Clause shall not operate to cast

(3)

upon the Lessee any obligation to carry out alterations of a structural nature unless such alterations are occasioned by reason of the use to which the demised premises are put by the Lessee.

- (e) That the Lessee will during the said term keep and maintain the lifts in the leased premises in good repair working order and condition.
- (f) That the Lessee will not without the consent of the Lessor being first obtained in writing use the demised premises otherwise than as a Factory warehouse and offices and for the sale of merchandise And it is agreed and declared that any such use of the demised premises shall not amount to the carrying on of any offensive trade within the meaning of Clause 2 (17).
- (g) That the Lessee shall in a workmanlike manner before the expiration of the said term or in the event of any <sup>further</sup> lease of the said premises being granted in accordance with the provisions in that behalf hereinafter contained during the last year of the term of any such further Lease kalsomine all such parts of the inside of the said building as are usually kalsomined and paint with two coats of proper oil colours in a workmanlike manner all such parts of the inside of the said building as are now or usually painted.
- (h) That the Lessee will not bring to or keep anything in or on the leased premises which shall or may increase the rate of fire insurance on the said premises above the rate of Seven shillings per centum or which may conflict with the laws or regulations relating to fires or any insurance policy on the premises or the regulations or ordinances of any public authority or the provisions of any Statute for the time being in force.
- (i) That the Lessee will (in case the Lessor shall approve in writing of the proposal of the Lessee to increase the risk) pay all extra premiums of insurance on the said buildings (if any be required) on account of the extra risk carried by the use to which the premises hereby leased are put by the Lessee with the consent in writing of the Lessor.
- (j) That the Lessee will from time to time at its own expense and to the satisfaction of the Lessor comply with all requirements under the Pure Foods Act Factories and Shop Act 1912 or any statutory modification thereof or any regulation thereunder

(4)

respecting the leased premises rendered necessary by reason of the use to which the demised premises are being put by the Lessee or by any Sub-Lessee or other person in occupation thereof and with all notices issued by any Municipal Health or other public authority rendered necessary or given by reason of the use to which the leased premises are being put by the Lessee or by any Sub-Lessee or other person in occupation thereof and in default of the Lessee so doing within the time limited therefor the Lessor or its agent servants or workmen shall be at liberty to enter upon the leased premises and to attend to any such requirements or notices at the Lessee's expense and the costs charges and expenses incurred by the Lessor in so doing shall be recoverable from the Lessee as rent in arrear.

(k) That should any infectious illness transpire in or about the leased premises the Lessee will forthwith give notice thereof to the Lessor and the Lessee will thoroughly fumigate and disinfect the premises at its own expense and to the satisfaction of the local Health officer.

(l) That the Lessee will not place or store in or upon the said building heavier goods machinery or plant than the floors will safely carry or do anything whereby the said buildings or any part thereof shall be strained or the walls or floors caused to sag or deflect from their right lines and the Lessee will reimburse to and hereby agrees to indemnify the Lessor against any outlay damages costs charges or expenses which the Lessor may sustain or be liable for in respect of any breach by the Lessee of this covenant and the amount of all such outlays damages costs charges and expenses shall be paid by the Lessee to the Lessor on demand in writing and if not so paid shall be added to the rent and shall if unpaid for fourteen days after any such demand be recoverable in like manner as rent in arrear.

(m) That the Lessee will at the expiration or sooner determination of the said term peaceably and quietly yield and give up unto the Lessor all and singular the premises hereby demised together with the lifts and all Lessor's fixtures and future erections and additions made by the Lessor to or upon the same in good order and condition in all respects *having regard to their condition at the expiration of their lease* reasonable wear and tear thereof and damage by fire lightning flood and tempest excepted.

(n) That it shall be lawful for the said Lessor or its Agents once in every month during the term hereby demised on giving to the Lessee

(5)

one day's previous notice at all reasonable times of the day with or without builders' workmen or others to enter upon the demised premises to view and examine the state of repair and condition of the same and of all defects and wants of reparation then and there found and which the Lessee shall be liable to make good under the covenants or provisions herein contained or implied to give to the Lessee or leave at its then registered office or last known place of business in New South Wales or upon the demised premises a notice in writing and that the Lessee will within one calendar month after such notice or sooner if required repair and make good the same according to such notice AND also that if the Lessee shall at any time make default in the performance or observance of the covenants or provisions herein contained for or relating to the reparation of the said premises it shall be lawful for the Lessor (but without prejudice to the right of re-entry hereinafter contained) by its contractors and workmen to enter upon the said premises and repair the same at the expense of the Lessee in accordance with the provisions of these presents and to recover the expense of such repairs (in case the same shall not be paid within fourteen days of demand therefor made upon the Lessee or left at the said premises) as if the same had been rent in arrear reserved by these presents.

- (c) Provided always and it is hereby agreed and expressly declared by and between the parties hereto that these presents are upon this condition that notwithstanding anything herein contained or implied in or by the Real Property Act or the Conveyancing Act 1919-1932 the power of re-entry conferred by the Conveyancing Act 1919-1932 shall be exercisable forthwith and immediately in case the rent herein reserved or any part thereof shall be in arrear and unpaid for the space of fourteen days next after any of the days whereon the same ought to be paid as aforesaid whether legally demanded or not or if the Lessee shall make default in or shall neglect or fail to perform observe and fulfil any or either of the covenants conditions agreements or stipulations contained or implied in this Lease and which on the part of the Lessee are or ought to be performed observed and fulfilled or if the Lessee for the time being hereunder being a Company or Corporation shall go into liquidation either compulsorily or voluntarily (except for the purpose of reconstruction or amalgamation) or if the Lessee being an individual shall be declared bankrupt or insolvent according to law or if any assignment shall be made of the property of the Lessee or any assign of the Lessee for the benefit

(6)

of its creditors or if the said term or the interest of the Lessee or its assigns therein or in the demised premises shall be attached or taken in execution or upon any legal process then in any or either of the said cases the Lessor lawfully may immediately or at any time thereafter and without further notice or demand re-enter (forcibly if necessary) into and upon the said demised premises or any part thereof in the name of the whole and repossess the same as of its former estate and expel and exclude therefrom the Lessee and all or any persons and person claiming under the Lessee and to remove all goods and effects found upon the demised premises without in any case being taken or deemed to be guilty of any manner of trespass and without being in any manner liable at law or otherwise and released from all and every claim by the Lessee and those claiming under the Lessee for any act matter or thing done or omitted to be done by the Lessor under the powers and authorities hereby conferred or intended so to be and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant and that thereupon this Lease shall if the Lessor so elects determine cease and be at an end and the Lessee shall be and remain liable for rent to the date of such re-entry at the rate hereinbefore reserved or the Lessor may at its discretion re-let the premises at the risk of the Lessee who shall remain for the residue of the said term responsible for the rent and charges herein reserved and shall be credited with such amounts only as shall be by the Lessor realised.

(p) In case of eviction of the Lessee or in case of the termination of this Lease in accordance with the conditions hereof the Lessor may immediately recover from the Lessee and the Lessee hereby agrees to pay the Lessor the pro rata rent up to such time irrespective of the periods herein prescribed for the payment of rent.

4. AND the Lessor covenants and agrees with the Lessee that the Lessor will pay all municipal and water and sewerage rates (other than excess water rates) and all other taxes now or hereafter to be imposed including Federal Land Tax that may be payable in respect of the demised premises during the continuance of this Lease AND THAT the Lessee punctually paying the rent and charges aforesaid and performing and observing the covenants provisoes conditions and agreements herein contained on the Lessee's part to be paid observed and performed shall peacefully hold and enjoy the said demised premises without hindrance or interruption by the Lessor or by any other person or persons claiming under it until the end of the said term or such earlier determination of this Lease as is hereinbefore provided.

(7)

5. AND IT IS HEREBY AGREED AND DECLARED

- (a) That if the Lessee shall desire to take a renewed lease of the leased premises for a further term of one two or three years from the expiration of the term of the Lease and of such desire shall prior to the expiration of the said term give to the Lessor three calendar months' previous notice in writing and shall in the meantime duly and punctually pay the rent reserved by the Lease at the times herein appointed for payment thereof and shall duly perform and observe the covenants and agreements by and on the part of the Lessee contained in this Lease up to the expiration of the term hereby granted the Lessor will at the cost of the Lessee lease to the Lessee the said premises hereby leased for a further term of one two or three years as the case may be from the First day of March One thousand nine hundred and forty-one at a rental of One thousand six hundred pounds per annum otherwise subject to the same covenants and agreements as are contained in this Lease except this present agreement.
- (b) That the Lessor will at any time during the term hereby demise if required by the Lessee in writing so to do grant to the Lessee and its permitted assigns as Lessee of the lands hereby leased and as appurtenant thereto full right and liberty to the said Lessee and its servants and all other persons authorised by it from time to time during the term hereby demise or sooner determination thereof at the Lessee's will and pleasure to pass and repass with or without horses and other animals carts carriages motor cars and other vehicles laden or unladen over and through the lands coloured red on the sketch annexed hereto.
- (c) That except to the extent that such interpretation shall be excluded by or be repugnant to the context when herein used the expression "the Lessee" shall mean and include the Lessee its successors and assigns the expression "the Lessor" shall mean and include the Lessor and its assigns and the word "person" shall include a corporation words importing the singular number and plural number shall include the plural number and singular number respectively and words importing the masculine gender only shall include any gender.

MEMORANDUM OF ENCUMBRANCES &c.

No. 0.2953:- Mortgage - Bond's Industries Limited to  
Australian Mutual Provident Society

No. 0.4380:- Mortgage - Bond's Industries Limited to  
Bank of New South Wales

(8)

DATED this *Fourth* day of *April* One thousand nine hundred and thirty-nine.

THE COMMON SEAL OF BOND'S INDUSTRIES

LIMITED was hereunto affixed in pursuance of a resolution of the Directors and in the presence of

*A. B. Cameron*

*[Signature]*

*[Signature]*  
Acting Secretary.

Lessor.

PHILIPS RADIO WORKS (AUST.) PTY. LIMITED the within-named Lessee doth hereby accept this Lease as tenant subject to the conditions restrictions and covenants above set forth and certify it to be correct for the purpose of the Real Property Act 1900.

THE COMMON SEAL of PHILIPS RADIO WORKS (AUST.) PTY. LIMITED was

hereunto affixed by order of the Board and in the presence of *A. B. Cameron* Secretary.

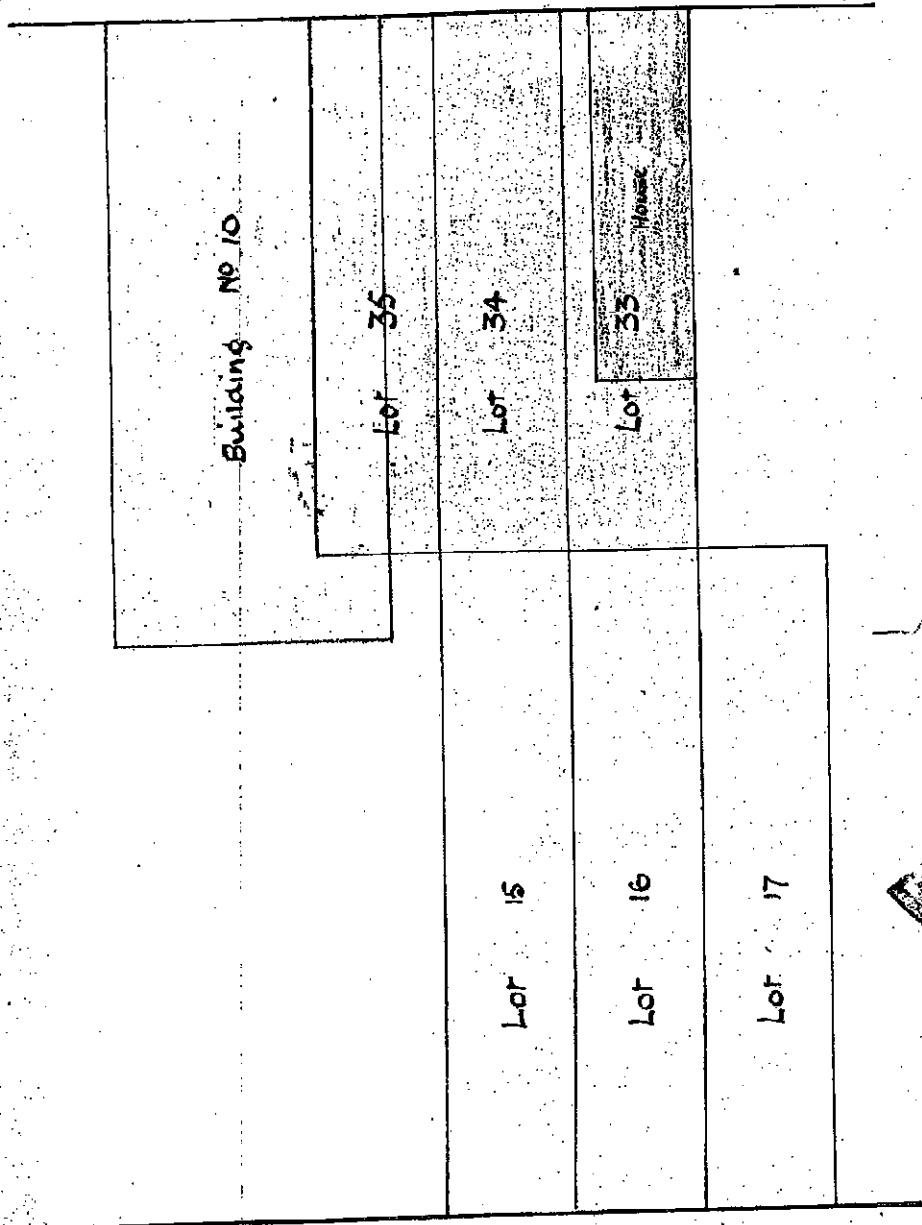


*[Signature]*

Secretary.

Lessee.

Layton St.



Mallett Sr.

AUSTRALIAN MUTUAL PROVIDENT SOCIETY (hereinafter called the Society) being the Mortgagee under Memorandum of Mortgage Number G.2953 premises the subject of the within written or annexed Lease from Bond's Industries Limited to Philips Radio Works (Aust.) Pty. Limited HEREBY consents to such Lease upon the condition that the Lessee will pay the rent therein reserved to the Society if and when demanded whereupon the covenants on the part of the Lessee expressed or implied in the within Lease shall be deemed to have been entered into by the Lessee with the Society in lieu of with the Lessor and all rights powers and remedies of the Lessor and covenants and conditions on the part of the Lessee in the Lease expressed or implied shall be transferred to and be capable of being enforced by the Society until the demand abovementioned be withdrawn or the said Mortgage be discharged AND IT IS HEREBY AGREED that the Society shall be in no way bound to perform any of the Lessor's covenants and shall not incur any liability in respect thereof EXCEPT HOWEVER and the Society hereby covenants with the Lessee that if and when the demand abovementioned be made the Society shall be bound to comply with the covenant for quiet enjoyment as contained in Clause 4 of the Lease and to comply with the provisions of Clause 5 of the Lease and to give and execute in favour of the Lessee such further lease and/or such grant as the Lessor would have been bound to give and execute by reason of such clause AND in consideration of the foregoing consent by the Society the withinnamed Lessor and the withinnamed Lessee respectively agree to observe and be bound by the foregoing conditions and provisions in the same way as if corresponding conditions and provisions had been embodied in the Lease as covenants by the Lessee with the Society AND ALSO that in this instrument any reference to the Society shall include its assigns and any reference to the Lessee shall include its successors and/or permitted assigns.

DATED at Sydney this *Fourth* day of *April* 1939.

THE COMMON SEAL of BOND'S INDUSTRIES LIMITED was hereunto affixed in pursuance of a resolution of the Directors and in the presence of

*[Signature]*  
Acting-Secretary.

*[Signature]*  
*[Signature]*  
Lessor.

THE COMMON SEAL of PHILIPS RADIO WORKS (AUST.) PTY. LIMITED was hereunto af-

affixed by order of the Board and in the presence of *A. F. ...*

Secretary.



Lessee.

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SIGNED in my presence by AUBREY ERNEST WEBB  
as Attorney of Australian Mutual Provident  
Society this fourth day of April  
1939 who is personally known to me

*A. E. Webb*

*W. J. [Signature]*

Mortgages.

MEMORANDUM whereby the undersigned Attorney of Australia-  
Mutual Provident Society certifies that the said Society has  
approved of the transaction carried into effect by the within  
instrument and that the Power of Attorney Regd. No. 21144  
Miscellaneous Register (L.T.O. No. 17130 under the authority of  
which he executed the same has not been revoked.

DATED at Sydney this 4<sup>th</sup> day of April 1939.

Witness:-

*W. J. [Signature] A. E. Webb*



MEMORANDUM intended to be read and construed as if endorsed certain instrument of Lease under the provisions of the Real Property Act 1900 dated the *fourth* day of *April* One thousand nine hundred and thirty-nine from Bond's Industries Limited to ~~PHILIPS RADIO WORKS (AUST.) PTY. LIMITED~~ Works (Aust.) Pty. Limited of part of the land in Certificate of Title registered Volume 4320 Folio 81 made this *Nineteenth* day of *July* One thousand nine hundred and thirty-nine B E T W E E N BANK OF NEW SOUTH WALES (hereinafter called the Bank) being the Mortgagee under Memorandum of Mortgage Number C.4360 of the first part BOND'S INDUSTRIES LIMITED (Lessor) of the second part and PHILIPS RADIO WORKS (AUST.) PTY. LIMITED (Lessee) of the third part WHEREBY the Bank consents to the said Lease subject to the covenants and conditions hereinafter contained AND IN CONSIDERATION of such consent the Lessee with the consent of the Lessor DOTH HEREBY COVENANT and agree with the Bank as follows:-

1. THAT the Lessee shall obtain the written consent or approval of the said Bank in all cases where under the said Lease the consent or approval of the Lessor is required.
2. THAT the Bank or its agents shall be entitled at any time to enter and view the leased premises.
3. THAT the Lessee will observe and perform all the covenants agreements and stipulations referred to in the said Lease.
4. THAT the Bank shall have and be entitled to exercise all the rights powers and remedies of the Lessor as set out in the said Lease.

PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:-

- (a) Clause 4 hereof shall not take effect until the Bank shall have given to the Lessee the notice referred to in Section 63 of the Real Property Act 1900 and upon such notice being given all rights powers and remedies of the Lessor shall be suspended and transferred to and be capable of being enforced by the Bank until such notice be withdrawn or the said Mortgage discharged in all respects as if the name of the Bank had been inserted in the said Lease in lieu of the name of the Lessor.
- (b) The covenants herein contained shall cease and determine upon payment of all moneys owing by the Lessor to the Bank.
- (c) The above consent is granted on the express condition that the Bank assumes no obligation for the Lessor's covenants contained in the said Lease PROVIDED HOWEVER that if the Lessee exercises the option contained in Clause 5 of the Lease the Bank shall at the cost of the Lessor do all things reasonably required by the Lessee to grant or consent to such one further Lease as the Lessor would have been bound to grant by reason of such clause but shall not be required to give effect to this proviso

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more than once PROVIDED ALSO that the Bank will observe the covenant for quiet enjoyment as contained in Clause 4 of the Lease.

(d) Nothing herein contained shall be deemed to limit abridge prejudice or affect the covenants or provisions contained in the said Mortgage or the rights powers or remedies of the Bank thereunder AND it shall remain in full force and effect as if this consent had not been given except that so long as the covenants conditions and provisions of the said Lease are duly observed and performed the Bank will in the event of the exercise of the power of sale or other power or remedy of the Bank or its assigns on default under the said mortgage exercise the same subject to the then subsisting rights of the Lessee its successors and assigns under the said Lease.

IT IS HEREBY AGREED AND DECLARED that in this Memorandum the expression "the Bank" shall include the Bank and its assigns The expression "Lessor" shall include the Lessor and its assigns and the expression "Lessee" shall include the Lessee and its assigns.

IN WITNESS whereof these presents have been duly executed the day and year first hereinbefore written.

On the \_\_\_\_\_ day of \_\_\_\_\_  
One thousand nine hundred and  
thirty-nine THE COMMON SEAL of the  
BANK OF NEW SOUTH WALES was here-  
unto duly affixed by a Board of  
Directors of the said Bank by the  
authority of the Directors whose  
signatures are set opposite there-  
to in the presence of:

For and on behalf of the  
BANK OF NEW SOUTH WALES

*Douglas Farquharson*  
MORTGAGEE.

SIGNED for and on behalf of the BANK OF  
NEW SOUTH WALES by DOUGLAS FARQUHARSON  
who is personally known to me

*[Signature]*

Mortgagee.

THE COMMON SEAL OF BOND'S INDUSTRIES  
LIMITED was hereunto affixed in pur-  
sueance of a resolution of the Directors  
and in the presence of:

*A.G. Cameron*

*[Signature]*  
Acting-Secretary.

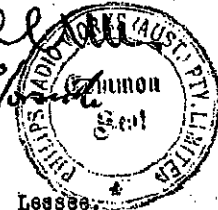
*[Signature]*

Lessor.

THE COMMON SEAL OF PHILIPS RADIO WORKS  
(AUST). PTY. LIMITED was hereunto af-  
fixed by order of the Board  
and in the presence of  
*[Signatures]*

Secretary.

*[Signature]*  
Lessee.



# Planning Certificate Section 10.7 Summary

 **PROPERTY SNAPSHOT**

Property Address: 61 Walder Road, HAMMONDVILLE NSW 2170

Title Reference: 1/239824

Order No: 57873952  
Matter Ref: SMS:17833  
Report Date: 18/07/2019

 **RESPONSIBLE AUTHORITY**

Liverpool City Council

 **ZONING**

R3 Medium Density Residential

 **ENVIRONMENTAL PLANNING INSTRUMENT**


Liverpool Local Environmental Plan 2008

 **PROPOSED ENVIRONMENTAL PLANNING INSTRUMENT**

Yes

 **DEVELOPMENT CONTROL PLAN**

Liverpool Development Control Plan 2008

 **DEVELOPMENT CONTRIBUTION PLANS**

Liverpool Contributions Plan 2018 - Established Area

**⊗ RESTRICTIONS ON DEVELOPMENT**

Minimum Land Dimensions: No

Area of Outstanding Biodiversity Value: No

Heritage Conservation Area: No

Environmental Heritage Item: No

Complying Development Restricted Under Relevant Codes: No

Coastal Protection: No

Mine Subsidence District: No

Road Widening or Road Realignment: No

Hazard Risk Restriction Policies: Yes

Flood-Related Development Controls: No

Land Reserved for Acquisition: No

Biodiversity Certified Land: No

Biodiversity Stewardship Site: No

Native Vegetation Clearing Set Asides: No

Bushfire Prone: No

Property Vegetation Plan: No

Orders Under Trees (Disputes Between Neighbours) Act 2006: No

Site Compatibility Certificates: No

Site Verification Certificates: No

Loose-Fill Asbestos Insulation: No

Affected Building Notices and Building Product Rectification Orders: No

Contaminated Land Order or Statement: No

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Disclaimer: The summary section of this report is based on information compiled from a Section 10.7(2) Planning Certificate. SAI Global does not accept liability in whole or in part for any errors or omissions in this report, including the integrity of the third party data used to create this report. You should ensure this information is fit for purpose and SAI Global takes no responsibility for decisions made or actions undertaken as a result of this report. This summary should be read in conjunction with the Section 10.7(2) Planning Certificate ordered.

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

**Ref.:** 57873952:89720338:79654  
**Ppty:** 25998

**Cert. No.:** 233

**Applicant:**  
SAI GLOBAL PROPERTY  
PO BOX 447  
SOUTH MELBOURNE VIC 3205

**Receipt No.:** 4299902  
**Receipt Amt.:** 53.00  
**Date:** 18-Jul-2019

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

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

**Legal Description:** LOT 1 DP 239824

**Street Address:** 61 WALDER ROAD, HAMMONDVILLE 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.

**R3 Medium 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; Home businesses; Home industries; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighbourhood shops; Places of public worship; Public administration buildings; Recreation areas; Residential care facilities; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing**

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

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

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

**No**

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



No

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

No

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

No

### 3. Complying development

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

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

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

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

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

Nil

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

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

No

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

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

No

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

Not applicable

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

Has the owner (or any previous owner) of the land consented, in writing, that the land is subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection



services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No

**5. Mine subsidence\***

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

No

**6. Road widening and road realignment**

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

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

No

(b) An EPI?

No

(c) A resolution of the council?

No

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

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

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
<b>Landslip hazard</b>	Nil	<b>No</b>
<b>Bushfire hazard</b>	Liverpool DCP 2008	<b>No</b>
	Liverpool Growth Centre Precincts DCP*	<b>No</b>
	Edmondson Park South DCP 2012	<b>No</b>
	Planning for Bushfire Protection (Rural Fire Services, 2006)* Pleasure Point Bushfire Management Plan	<b>No</b>
<b>Tidal inundation</b>	Nil	<b>No</b>
<b>Subsidence</b>	Nil	<b>No</b>

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

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 2018 – Established Area**

### 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.



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

Kiersten Fishburn  
Chief Executive Officer  
Liverpool City Council



Copy of Diagram No.

M.W.S. & D.B.

# SEWERAGE SERVICE DIAGRAM

## Municipality of Liverpool Suburb of Hammondville

Scale: Approx. 1:500

Distances/depths in metres  
pipe diameters in millimetres

### SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.

**NOTE:** This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 5 Clause 3). The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 33 of Board's Act). Position of structures boundaries, sewers and sewerage service shown hereon are approximate only.

### SYMBOLS AND ABBREVIATIONS

- Boundary Trap
- ⊕ Inspection Shaft
- ⊖ Pit
- ⊕ Grease Interceptor
- ⊕ Gully
- ⊕ P Trap
- ⊕ Reflux Valve
- ⊕ Cleaning Eye
- Vert Vertical Pipe
- V Vent Pipe
- SV Soil Vent Pipe
- WS Waste Stack
- IP Induct Pipe
- MF Mica Flap
- T Tubes
- K Kitchen Sink
- W Water Closet
- B Bath Waste
- H Handbasin
- S Shower
- Jn Junction
- DW Dishwasher
- F Floor Waste
- M Washing Machine

### DRAINAGE

Supervised by

Inspector

Field Diagram Examined by

Chief Inspector

Date of Issue

Tracing Checked by

### PLUMBING

Supervised by

Inspector

Outfall *H.M.* Drainer

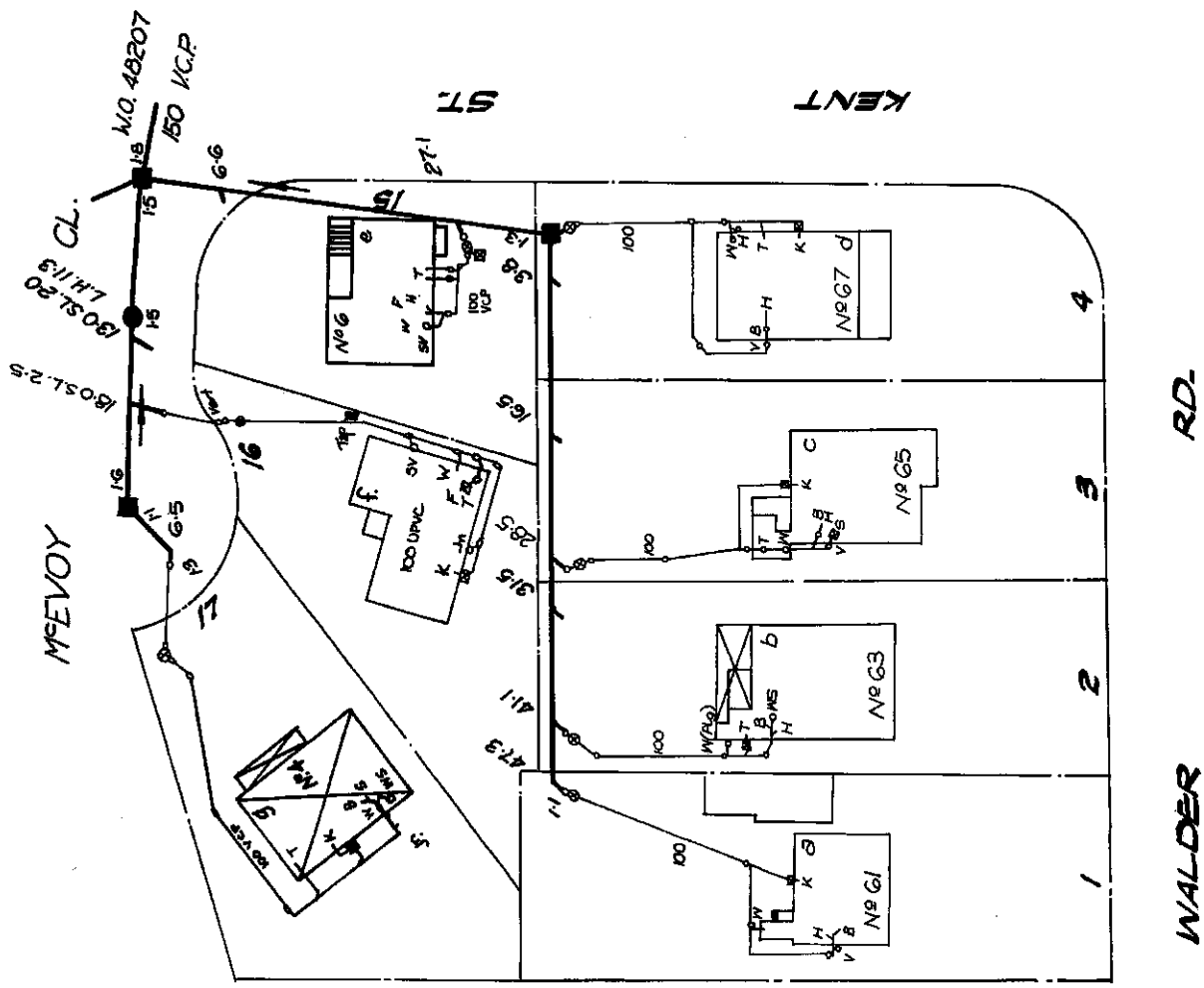
W.S. *Ur.s.* Plumber

W.O. **48207** Gaz. on *1/6/79*

W.O. *Gaz. on* Boundary Trap *is not required*

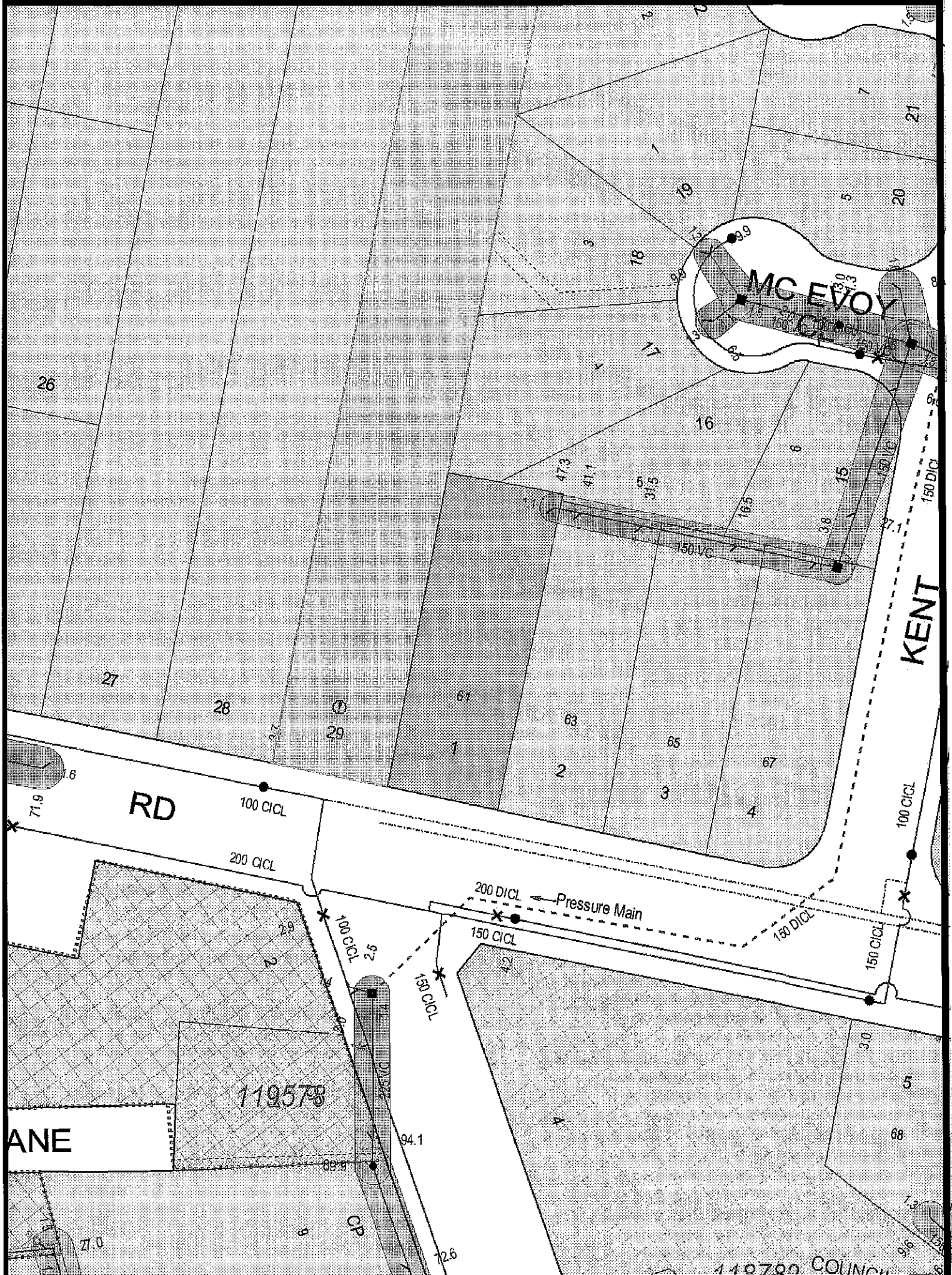
for House Services Engineer

04792/3



Connection a: 10/8/79 b: 10/8/79 c: 14/8/79 d: 10/8/79 e: 18/10/79 f: 30/8/79 g: 3/1/80 h: i: j: k: l: m: n: o: p: q: r: s: t: u: v: w: x: y: z: aa: ab: ac: ad: ae: af: ag: ah: ai: aj: ak: al: am: an: ao: ap: aq: ar: as: at: au: av: aw: ax: ay: az: ba: bb: bc: bd: be: bf: bg: bh: bi: bj: bk: bl: bm: bn: bo: bp: bq: br: bs: bt: bu: bv: bw: bx: by: bz: ca: cb: cc: cd: ce: cf: cg: ch: ci: cj: ck: cl: cm: cn: co: cp: cq: cr: cs: ct: cu: cv: cw: cx: cy: cz: da: db: dc: dd: de: df: dg: dh: di: dj: dk: dl: dm: dn: do: dp: dq: dr: ds: dt: du: dv: dw: dx: dy: dz: ea: eb: ec: ed: ee: ef: eg: eh: ei: ej: ek: el: em: en: eo: ep: eq: er: es: et: eu: ev: ew: ex: ey: ez: fa: fb: fc: fd: fe: ff: fg: fh: fi: fj: fk: fl: fm: fn: fo: fp: fq: fr: fs: ft: fu: fv: fw: fx: fy: fz: ga: gb: gc: gd: ge: gf: gg: gh: gi: gj: gk: gl: gm: gn: go: gp: gq: gr: gs: gt: gu: gv: gw: gx: gy: gz: ha: hb: hc: hd: he: hf: hg: hh: hi: hj: hk: hl: hm: hn: ho: hp: hq: hr: hs: ht: hu: hv: hw: hx: hy: hz: ia: ib: ic: id: ie: if: ig: ih: ii: ij: ik: il: im: in: io: ip: iq: ir: is: it: iu: iv: iw: ix: iy: iz: ja: jb: jc: jd: je: jf: jg: jh: ji: jj: jk: jl: jm: jn: jo: jp: jq: jr: js: jt: ju: jv: jw: jx: jy: jz: ka: kb: kc: kd: ke: kf: kg: kh: ki: kj: kl: km: kn: ko: kp: kq: kr: ks: kt: ku: kv: kw: kx: ky: kz: la: lb: lc: ld: le: lf: lg: lh: li: lj: lk: ll: lm: ln: lo: lp: lq: lr: ls: lt: lu: lv: lw: lx: ly: lz: ma: mb: mc: md: me: mf: mg: mh: mi: mj: mk: ml: mm: mn: mo: mp: mq: mr: ms: mt: mu: mv: mw: mx: my: mz: na: nb: nc: nd: ne: nf: ng: nh: ni: nj: nk: nl: nm: nn: no: np: nq: nr: ns: nt: nu: nv: nw: nx: ny: nz: oa: ob: oc: od: oe: of: og: oh: oi: oj: ok: ol: om: on: oo: op: oq: or: os: ot: ou: ov: ow: ox: oy: oz: pa: pb: pc: pd: pe: pf: pg: ph: pi: pj: pk: pl: pm: pn: po: pp: pq: pr: ps: pt: pu: pv: pw: px: py: pz: qa: qb: qc: qd: qe: qf: qg: qh: qi: qj: qk: ql: qm: qn: qo: qp: qq: qr: qs: qt: qu: qv: qw: qx: qy: qz: ra: rb: rc: rd: re: rf: rg: rh: ri: rj: rk: rl: rm: rn: ro: rp: rq: rr: rs: rt: ru: rv: rw: rx: ry: rz: sa: sb: sc: sd: se: sf: sg: sh: si: sj: sk: sl: sm: sn: so: sp: sq: sr: ss: st: su: sv: sw: sx: sy: sz: ta: tb: tc: td: te: tf: tg: th: ti: tj: tk: tl: tm: tn: to: tp: tq: tr: ts: tt: tu: tv: tw: tx: ty: tz: ua: ub: uc: ud: ue: uf: ug: uh: ui: uj: uk: ul: um: un: uo: up: uq: ur: us: ut: uu: uv: uw: ux: uy: uz: va: vb: vc: vd: ve: vf: vg: vh: vi: vj: vk: vl: vm: vn: vo: vp: vq: vr: vs: vt: vu: vv: vw: vx: vy: vz: wa: wb: wc: wd: we: wf: wg: wh: wi: wj: wk: wl: wm: wn: wo: wp: wq: wr: ws: wt: wu: wv: ww: wx: wy: wz: xa: xb: xc: xd: xe: xf: xg: xh: xi: xj: xk: xl: xm: xn: xo: xp: xq: xr: xs: xt: xu: xv: xw: xx: xy: xz: ya: yb: yc: yd: ye: yf: yg: yh: yi: yj: yk: yl: ym: yn: yo: yp: yq: yr: ys: yt: yu: yv: yw: yx: yy: yz: za: zb: zc: zd: ze: zf: zg: zh: zi: zj: zk: zl: zm: zn: zo: zp: zq: zr: zs: zt: zu: zv: zw: zx: zy: zz

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