

**16 Aragon Street**  
**Cecil Hills NSW 2171**  
Draft Contract

**McGrath**

## Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath Real Estate Frank Bartolone 265B Macquarie Street, LIVERPOOL NSW 2170	Phone 9824 1100 Fax 9824 1120
co-agent vendor	Anna Maria Da Rui of 16 Aragon Street, Cecil Hills NSW 2171	
vendor's solicitor	A. B. MEZZANOTTE LAWYERS Mr. D. Mezzanotte Suite 10/30 Nelson Street FAIRFIELD, NSW 2165, AUSTRALIA	Phone 02 9755 9711 Fax 02 9724 5555 E: david@mezzanottelawyers.com.au
date for completion	See Special Conditions (clause 15)	
land (address, plan details and title reference)	16 ARAGON STREET, CECIL HILLS NSW 2171 Registered Plan Lot 1172 in Deposited Plan: 1001123	Folio Identifier 1172/1001123

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

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

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

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

buyer's agent

vendor

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

witness

purchaser  JOINT TENANTS  tenants in common  in unequal shares

witness

## Choices

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

**Nominated Electronic Lodgment Network (ELN)** (clause 30): \_\_\_\_\_

**Electronic transaction** (clause 30)  no  YES  
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):

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

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

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

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

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

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

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

APA Group	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning, Industry and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land & Housing Corporation	Transport for NSW
Local Land Services	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 transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

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

## 2 Deposit and other payments before completion

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

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

### 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

**6 Error or misdescription**

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

**7 Claims by purchaser**

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

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

**8 Vendor's rights and obligations**

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

**9 Purchaser's default**

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

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

**10 Restrictions on rights of purchaser**

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

### 15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

### 16 Completion

#### • Vendor

16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.

16.4 The legal title to the *property* does not pass before completion.

16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

#### • Purchaser

16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –

16.7.1 the price less any:

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

#### • Place for completion

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

### 17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

### 18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property*; or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

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

## 19 Rescission of contract

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

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

• **Notices, certificates and inspections**

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –

24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and

24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –

24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;

24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and

24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –

- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- a proper notice of the transfer (an attornment notice) addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

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

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

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
  - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
  - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
  - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
  - 25.5.3 *normally*, need not include a Crown grant; and
  - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
  - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
  - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
  - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
  - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

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

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

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.

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

16 ARAGON STREET CECIL HILLS NSW 2171

## Conditions of sale by auction

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

*Bidders Record* means the Bidders Record to be kept pursuant to Clause 13 of the *Property, Stock and Business Agents Regulation 2014* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
  
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
  - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

## Cooling-off certificate

I, \_\_\_\_\_

of \_\_\_\_\_

in the State of New South Wales, Solicitor/Barrister certify as follows:-

- (a) I am a Solicitor/Barrister currently admitted to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a contract for the sale of property known as \_\_\_\_\_  
from \_\_\_\_\_  
as vendor to \_\_\_\_\_  
as purchaser in order that there is no cooling-off period in relation to that contract.
- (c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
- (d) I have explained to \_\_\_\_\_  
the purchaser:
- (i) the effect of the contract for the purchase of that property;
  - (ii) the nature of this certificate;
  - (iii) the effect of giving this certificate to the vendor, that is, there is no cooling-off period in relation to the contract.

Dated:

Signed: \_\_\_\_\_

## Additional clauses forming part of this contract

---

### 32 Alterations to printed form

32.1 Clause 7.1.1 of this contract is amended by deleting the words '5% of the price' and inserting '\$1' in their place.

### 33 Whole agreement

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

### 34 Real estate agents

The purchaser was not introduced to the *property* or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent or co-agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right continues after completion.

### 35 Notice to complete

Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

### 36 Condition of *property*

The purchaser accepts the *property* in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in this regard.

### 37 Capacity

37.1 Without in any way limiting, negating 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:

37.1.1 dies or becomes mentally ill, then the other *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; or

37.1.2 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.

37.2 The purchaser warrants that the purchaser has the legal capacity to enter into this contract.

**38 Late completion**

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of twelve per cent per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract. Further, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor the sum of three hundred and thirty dollars (\$330.00) to cover legal costs and other expenses incurred as a consequence of the delay. It is agreed that the interest and legal costs referred to in this clause are genuine pre-estimates of those additional expenses, to be allowed by the defaulting party as an additional adjustment on completion.

**39 Swimming pool**

The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* if the swimming pool on the *property* does not comply with the requirements of the Swimming Pools Act 1992.

**40 GST**

The purchaser warrants that the *property* will be used predominantly for residential accommodation. The purchaser will indemnify the vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

**41** The Purchaser takes title subject to the existing water, sewerage, gas and electric light installations and services, if any, and no obligation shall be taken and no requisition made by the Purchaser in respect of such installations and services on the ground that any concessions are made through other properties and that no rights or easements in respect of such installations and services exist or that such rights or easements cannot be obtained or in respect of any defects in such sewerage main or any underground or surface storm water drain or any gas or electric light installations and service pass through over or under the subject land should any manhole or vent be on the subject land.

**42** The Purchaser shall not be entitled to require the Vendor prior to settlement to register any discharge of any mortgage or withdrawal of caveat affecting the said land but will accept on settlement a properly executed discharge of any such property hereby sold together with the appropriate registration fee therefore.

**43** Without in any matter negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity had this clause not been included herein, should the purchaser or if more than one should one of the purchasers prior to completion become bankrupt die or become mentally ill or being a company he would up or go into liquidation then the vendor may rescind this agreement by notice in writing forwarded to the solicitor named as the purchaser's solicitor in this contract or to the purchaser's legal representatives at the address shown hereon and thereupon this agreement shall be at an end and the provisions of Clause 19 shall apply.

**44 Release of Deposit**

The purchaser hereby agrees that should the vendor so require the purchaser will release the deposit paid herein to the Vendor on condition that such monies are used by the Vendor as a deposit to purchase another property and the payment of stamp duty and disbursements associated with such purchase. No further authority or consent will be required from the Purchaser other than as contained in this special condition.

## GUARANTEE

- 45.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.
- 45.2 The word *guarantor* means the two directors of the purchaser or, if the purchaser is a sole director/secretary corporation, the sole director/secretary.
- 45.3 If the guarantor has not signed this clause, the vendor may *terminate* this contract by serving a notice, but only *within* 14 days after the contract date.
- 45.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
- 45.4.1 payment of all money payable by the purchaser under this contract; and
  - 45.4.2 the performance of all of the purchaser's other obligations under this contract.
- 45.5 The guarantor:
- 45.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
  - 45.5.2 must pay on demand any money due to the vendor under this indemnity.
- 45.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:
- 45.6.1 the performance by the purchaser of its obligations under this contract; and
  - 45.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 45.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 45.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 45.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- 45.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;
  - 45.9.2 the release or discharge of any person;
  - 45.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
  - 45.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
  - 45.9.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
  - 45.9.6 the winding up of the purchaser.
- 45.10 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
- 45.11 This clause operates as a Deed between the vendor and the guarantor.

**EXECUTED** as a Deed.

**SIGNED SEALED & DELIVERED** by a  
Director of the purchaser in the presence of:

.....  
Signature of Witness

.....  
Signature of Director

.....  
Name of Witness

**SIGNED SEALED & DELIVERED** by a  
Director of the purchaser in the presence of:

.....  
Signature of Witness

.....  
Signature of Director

.....  
Name of Witness

46. Completion of the Contract shall occur on the earlier of:
- 46.1. 84 Days after the Contract date;
  - 46.2. It is agreed that notwithstanding Special Condition 46 herein, completion shall not occur earlier than 42 days of the date of this Contract;
  - 46.3. The Vendor providing to the purchaser no less than 7 days' notice of the completion date.

- 47.1 It is disclosed that Beniamino Da Rui, one of the registered proprietors of the property, died on 12 March 2018 and Anna Maria Da Rui is the surviving joint tenants.
- 47.2 The Vendor shall on settlement provide to the purchaser a completed and signed Notice of Death in registrable form.
- 47.3 The Purchaser shall not raise any claim, objection or requisition by reason of the matters disclosed in this special condition.



FOLIO: 1172/1001123

SEARCH DATE	TIME	EDITION NO	DATE
12/11/2019	1:50 PM	5	8/9/2018

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

LAND

LOT 1172 IN DEPOSITED PLAN 1001123  
AT CECIL HILLS  
LOCAL GOVERNMENT AREA LIVERPOOL  
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1001123

FIRST SCHEDULE

BENJAMINO DA RUI  
ANNA MARIA DA RUI  
AS JOINT TENANTS (T 7266018)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 \* 2844458 COVENANT
- 3 \ DP1001123 EASEMENT TO DRAIN WATER 2 METRES WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 / DP1001123 EASEMENT TO DRAIN WATER 2 METRES WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 , DP1001123 RESTRICTION(S) ON THE USE OF LAND
- 6 8212463 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

DA RUI, A

PRINTED ON 12/11/2019

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

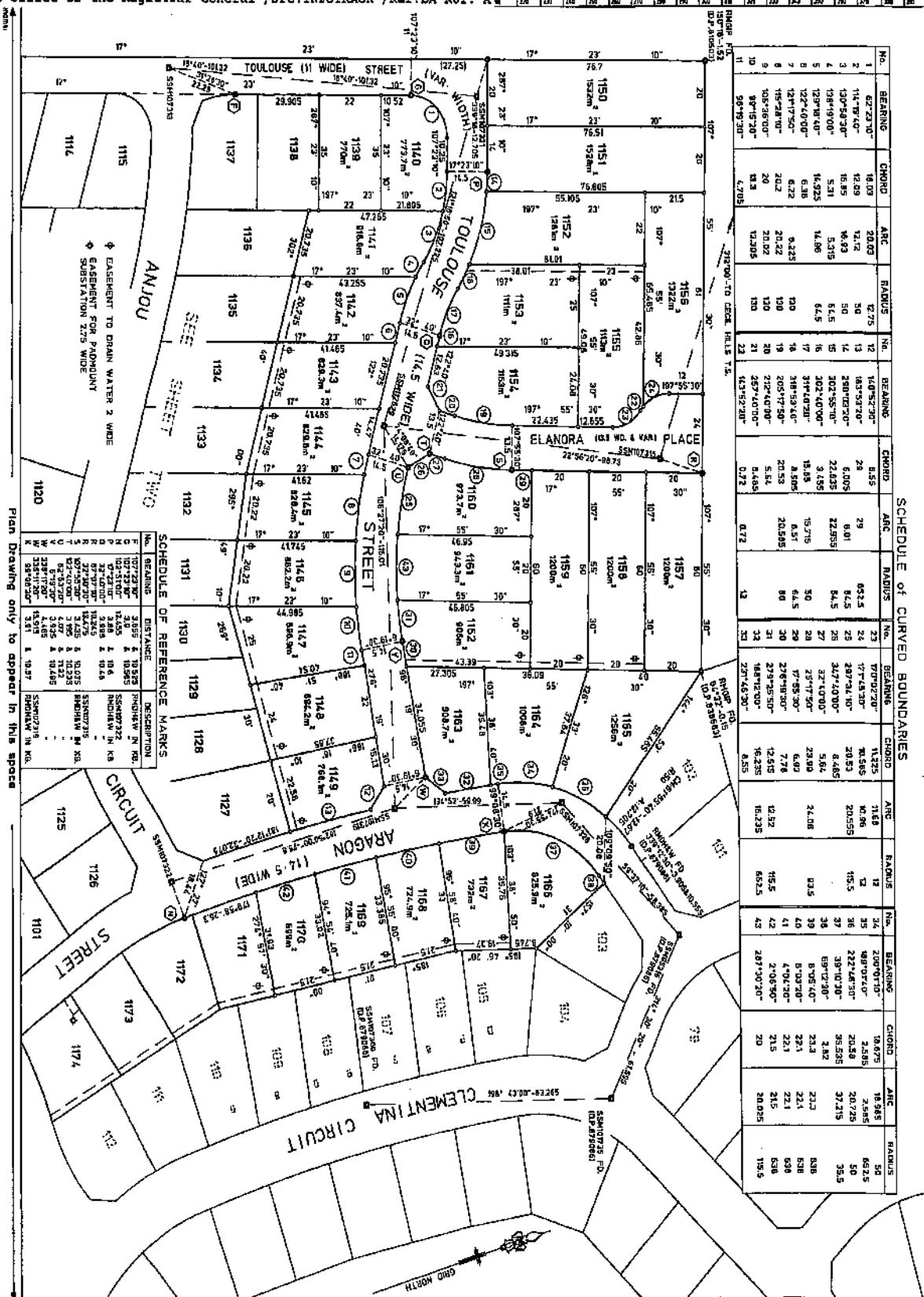




PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



**SCHEDULE OF CURVED BOUNDARIES**

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	62°23'00"	16.03	20.03	12.75	12	107°00'00"	11.235	11.68	11.68
2	114°34'00"	12.09	13.12	10.75	13	7°48'30"	10.585	10.96	10.96
3	130°56'30"	16.83	18.83	15.00	14	207°34'30"	20.535	20.535	20.535
4	139°19'00"	14.235	15.31	12.75	15	217°40'30"	8.485	8.485	8.485
5	129°36'00"	14.235	14.86	12.75	16	327°40'30"	5.64	5.64	5.64
6	124°10'00"	6.22	6.225	6.225	17	23°17'30"	23.99	23.99	23.99
7	118°24'00"	20.22	20.22	20.22	18	17°55'30"	6.92	6.92	6.92
8	105°36'00"	20	20.02	20	19	278°19'30"	7.78	7.78	7.78
9	90°15'30"	13.05	13.05	13.05	20	279°25'00"	13.515	13.515	13.515
10	80°15'30"	4.705	4.705	4.705	21	168°16'30"	16.235	16.235	16.235
					22	297°46'30"	8.55	8.55	8.55
					23	7°00'00"	11.235	11.68	11.68
					24	107°00'00"	11.235	11.68	11.68
					25	107°00'00"	11.235	11.68	11.68
					26	107°00'00"	11.235	11.68	11.68
					27	107°00'00"	11.235	11.68	11.68
					28	107°00'00"	11.235	11.68	11.68
					29	107°00'00"	11.235	11.68	11.68
					30	107°00'00"	11.235	11.68	11.68
					31	107°00'00"	11.235	11.68	11.68
					32	107°00'00"	11.235	11.68	11.68
					33	107°00'00"	11.235	11.68	11.68
					34	107°00'00"	11.235	11.68	11.68
					35	107°00'00"	11.235	11.68	11.68
					36	107°00'00"	11.235	11.68	11.68
					37	107°00'00"	11.235	11.68	11.68
					38	107°00'00"	11.235	11.68	11.68
					39	107°00'00"	11.235	11.68	11.68
					40	107°00'00"	11.235	11.68	11.68
					41	107°00'00"	11.235	11.68	11.68
					42	107°00'00"	11.235	11.68	11.68
					43	107°00'00"	11.235	11.68	11.68
					44	107°00'00"	11.235	11.68	11.68
					45	107°00'00"	11.235	11.68	11.68
					46	107°00'00"	11.235	11.68	11.68
					47	107°00'00"	11.235	11.68	11.68
					48	107°00'00"	11.235	11.68	11.68
					49	107°00'00"	11.235	11.68	11.68
					50	107°00'00"	11.235	11.68	11.68
					51	107°00'00"	11.235	11.68	11.68
					52	107°00'00"	11.235	11.68	11.68
					53	107°00'00"	11.235	11.68	11.68
					54	107°00'00"	11.235	11.68	11.68
					55	107°00'00"	11.235	11.68	11.68
					56	107°00'00"	11.235	11.68	11.68
					57	107°00'00"	11.235	11.68	11.68
					58	107°00'00"	11.235	11.68	11.68
					59	107°00'00"	11.235	11.68	11.68
					60	107°00'00"	11.235	11.68	11.68
					61	107°00'00"	11.235	11.68	11.68
					62	107°00'00"	11.235	11.68	11.68
					63	107°00'00"	11.235	11.68	11.68
					64	107°00'00"	11.235	11.68	11.68
					65	107°00'00"	11.235	11.68	11.68
					66	107°00'00"	11.235	11.68	11.68
					67	107°00'00"	11.235	11.68	11.68
					68	107°00'00"	11.235	11.68	11.68
					69	107°00'00"	11.235	11.68	11.68
					70	107°00'00"	11.235	11.68	11.68
					71	107°00'00"	11.235	11.68	11.68
					72	107°00'00"	11.235	11.68	11.68
					73	107°00'00"	11.235	11.68	11.68
					74	107°00'00"	11.235	11.68	11.68
					75	107°00'00"	11.235	11.68	11.68
					76	107°00'00"	11.235	11.68	11.68
					77	107°00'00"	11.235	11.68	11.68
					78	107°00'00"	11.235	11.68	11.68
					79	107°00'00"	11.235	11.68	11.68
					80	107°00'00"	11.235	11.68	11.68
					81	107°00'00"	11.235	11.68	11.68
					82	107°00'00"	11.235	11.68	11.68
					83	107°00'00"	11.235	11.68	11.68
					84	107°00'00"	11.235	11.68	11.68
					85	107°00'00"	11.235	11.68	11.68
					86	107°00'00"	11.235	11.68	11.68
					87	107°00'00"	11.235	11.68	11.68
					88	107°00'00"	11.235	11.68	11.68
					89	107°00'00"	11.235	11.68	11.68
					90	107°00'00"	11.235	11.68	11.68
					91	107°00'00"	11.235	11.68	11.68
					92	107°00'00"	11.235	11.68	11.68
					93	107°00'00"	11.235	11.68	11.68
					94	107°00'00"	11.235	11.68	11.68
					95	107°00'00"	11.235	11.68	11.68
					96	107°00'00"	11.235	11.68	11.68
					97	107°00'00"	11.235	11.68	11.68
					98	107°00'00"	11.235	11.68	11.68
					99	107°00'00"	11.235	11.68	11.68
					100	107°00'00"	11.235	11.68	11.68
					101	107°00'00"	11.235	11.68	11.68
					102	107°00'00"	11.235	11.68	11.68
					103	107°00'00"	11.235	11.68	11.68
					104	107°00'00"	11.235	11.68	11.68
					105	107°00'00"	11.235	11.68	11.68
					106	107°00'00"	11.235	11.68	11.68
					107	107°00'00"	11.235	11.68	11.68
					108	107°00'00"	11.235	11.68	11.68
					109	107°00'00"	11.235	11.68	11.68
					110	107°00'00"	11.235	11.68	11.68
					111	107°00'00"	11.235	11.68	11.68
					112	107°00'00"	11.235	11.68	11.68
					113	107°00'00"	11.235	11.68	11.68
					114	107°00'00"	11.235	11.68	11.68
					115	107°00'00"	11.235	11.68	11.68
					116	107°00'00"	11.235	11.68	11.68

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

Sheet 1 of 7 Sheets

**DP1001123**

Plan of subdivision of Lot 115 DP 879086 being the land covered by Council's Certificate No. 83 of 29-4-1999

Full name and address of proprietor of the land:-

Kordan Pty Limited A.C.N. 003 539 375  
59 Cherrybrook Avenue,  
Lansvale NSW

Full name and address of Mortgagee of the land:-

Esanda Finance Corporation Limited  
Level 9, 20 Martin Place, Sydney

Part 1

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

EASEMENT TO DRAIN WATER 2 WIDE

Lots Burdened

Lot, name of road or authority benefited:

1113  
1114

1114, 1115  
1115

1117  
1118  
1119  
1120  
1121  
1122  
1123  
1124

1116  
1116, 1117  
1116, 1117, 1118  
1116, 1117, 1118, 1119  
1116, 1117, 1118, 1119, 1120  
1116, 1117, 1118, 1119, 1120, 1121  
1116, 1117, 1118, 1119, 1120, 1121, 1122  
1116, 1117, 1118, 1119, 1120, 1121, 1122  
1123

1125

1116, 1117, 1118, 1119, 1120, 1121, 1122  
1123, 1124

1126

1116, 1117, 1118, 1119, 1120, 1121, 1122  
1123, 1124, 1125

1149  
1148  
1147  
1146  
1145  
1144  
1143  
1142

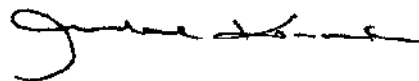
1148, 1147, 1146, 1145, 1144, 1143, 1142, 1141  
1147, 1146, 1145, 1144, 1143, 1142, 1141  
1146, 1145, 1144, 1143, 1142, 1141  
1145, 1144, 1143, 1142, 1141  
1144, 1143, 1142, 1141  
1143, 1142, 1141  
1142, 1141  
1141

1153  
1155

1155, 1156  
1156

1162  
1159  
1158

1159, 1158, 1157  
1158, 1157  
1157



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

Sheet 2 of 7 Sheets

**DP1001123**

Plan of subdivision of Lot 115 DP 879086 being the land covered by Council's Certificate No. 83 of 29-4-1999

Continued

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

EASEMENT TO DRAIN WATER 2 WIDE

Lots Burdened

Lot, name of road or authority benefited:

1174  
1173  
1172  
1171  
1170  
1169  
1168  
1167

1173,1172,1171,1170,1169,1168,1167,1166  
1172,1171,1170,1169,1168,1167,1166  
1171,1170,1169,1168,1167,1166  
1170,1169,1168,1167,1166  
1169,1168,1167,1166  
1168,1167,1166  
1167,1166  
,1166

2. Identity of Easement or Restriction secondly referred to in the abovementioned plan:

EASEMENT FOR PADMOUNT SUBSTANTIION 2.75 WIDE

Lots Burdened

Lot, name of road or authority benefited:

1174

Integral Energy Australia

3. Identity of Easement or Restriction thirdly referred to in the abovementioned plan:

EASEMENT FOR UNDERGROUND CABLES 1 WIDE

Lots Burdened

Lot, name of road or authority benefited:

1175

Integral Energy Australia

4. Identity of Easement or Restriction fourthly referred to in the abovementioned plan

RESTRICTIONS ON THE USE OF LAND

Lots Burdened

Lot, name of road or authority benefited:

Each Lot except Lot 1175

Liverpool City Council

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

Sheet 3 of 7 Sheets

**DP1001123**

Plan of subdivision of Lot 115 DP 879086 being the land covered by Council's Certificate No. *83 of 29-4-1999*

5. Identity of Easement or Restriction fifthly referred to in the abovementioned plan:

RESTRICTIONS ON THE USE OF LAND

Lots Burdened

Lot, name of road or authority benefited:

Each Lot except Lot 1175

Liverpool City Council

6. Identity of Easement or Restriction sixthly referred to in the abovementioned plan:

RESTRICTIONS ON THE USE OF LAND

Lots Burdened

Lot, name of road or authority benefited

Each Lot except Lot 1175

Liverpool City Council

7. Identity of Easement or restriction seventhly referred to in the abovementioned plan:

RESTRICTIONS ON THE USE OF LAND

Lots Burdened

Lot, name of road or authority benefited

Each Lot except Lot 1175

Liverpool City Council

8. Identity of Easement or Restriction eighthly referred to in the abovementioned plan:

RESTRICTIONS ON THE USE OF LAND

Lots Burdened

Lot, name of road or authority benefited

Each Lot except Lot 1175

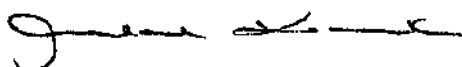
Every other Lot except Lot 1175

Part 2

Name of person/s empowered to release, vary or modify Easement to Drain Water 2 Wide firstly referred to in the abovementioned plan:-

Name of person whose consent is required to release, vary or modify

B:\kor-11764 - 17/3/99 "F"



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

Sheet 4 of 7 Sheets

**DP1001123**

Plan of subdivision of Lot 115 DP 879086  
being the land covered by Council's  
Certificate No.

the easement firstly referred to in the abovementioned Plan is the Council of Liverpool without the consent of any other person or persons PROVIDED THAT any consent that may be given shall be made and done in all respects at the cost and expense of the person or persons requesting such consent.

Terms of Easement for Padmount Substation 2.75 Wide secondly referred to in the abovementioned Plan:

An easement for Padmount Substation 2.75 wide in the terms set out in Memorandum 3021852 filed in the Land Titles Office on behalf of Integral Energy Australia.

Terms of Easement for Underground Cables 1 Wide thirdly referred to in the abovementioned Plan:

An easement for Underground cables 1 wide in the terms set out in Memorandum 3021851 filed in the Land Titles Office on behalf of Integral Energy Australia.

Terms of Restrictions on the Use of land fourthly referred to in the abovementioned Plan:

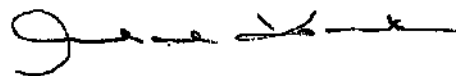
Any building to be erected including chimneys, vents, TV Antennas, radio masts, flag poles, construction cranes or other structure on any lot burdened shall not exceed a height of 12.2 metres above the existing natural ground level immediately below such part of any building or structure and such building has been approved by the Council of the City of Liverpool.

Name of person who is empowered to release vary or modify this restriction fourthly referred to in the abovementioned plan is the Council of the City of Liverpool without the consent of any other person or persons PROVIDED THAT any consent that may be given shall be made and done in all respects at the cost and the expense of the person or persons requesting such consent.

In favour of any person dealing with the registered proprietor of any lot any dwelling house previously erected on such lot in respect to which Liverpool City Council has issued a Building Certificate shall be deemed to have been erected in accordance with this restriction.

Terms of Restrictions on the Use of land fifthly referred to in the abovementioned Plan:

No Driveway for vehicular access will be constructed on the lot burdened unless the gradient thereof is in accordance with the requirements set down under Australian Standard AS2890 and Section 2.11 of Liverpool Development Control Plan No.32.



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

Sheet 5 of 7 Sheets

**DP1001123**

Plan of subdivision of Lot 115 DP 879086  
being the land covered by Council's  
Certificate No. 83 of 29-4-1999

The person or authority who is empowered to release vary or modify this restriction fifthly to in the abovementioned plan is the Council of the City of Liverpool without the consent of any other person or persons PROVIDED THAT any consent that may be given shall be made and done in all respects at the cost and expense of the person or persons requesting such consent.

In favour of any person dealing with the registered proprietor of any lot any driveway to any dwelling house previously erected on such lot in respect to which Liverpool City Council has issued a Building Certificate shall be deemed to have been erected in accordance with this restriction.

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

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

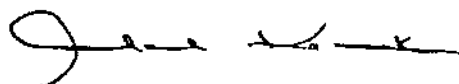
Name of person who is empowered to release vary or modify this restriction sixthly referred to in the abovementioned plan is the Liverpool City Council without the consent of any other person or persons PROVIDED THAT any consent that may be given shall be made and done in all respects at the cost and the expense of the person or persons requesting such consent.

In favour of any person dealing with the registered proprietor of any lot any dwelling house previously erected on such lot in respect to which Liverpool City Council has issued a Building Certificate shall be deemed to have been erected in accordance with this restriction.

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

No building or structure shall be erected on the land hereby burdened unless the building works are in accordance with Liverpool City Council's Cut and Fill Policy.

Name of person who is empowered to release vary or modify this restriction seventhly referred to in the abovementioned plan is the Liverpool City Council without the consent of any other person or persons PROVIDED THAT any consent that may be given shall be made and done in all respects at the cost and the expense of the person or persons requesting such consent.



INSTRUMENT SETTING OUT TERMS OF EASEMENTS & RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING

Sheet 6 of 7 Sheets

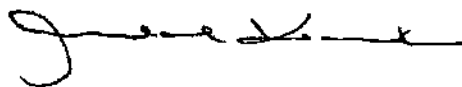
**DP1001123**

Plan of subdivision of Lot 115 DP 879086  
being the land covered by Council's  
Certificate No. 83 of 29-4-1999.

In favour of any person dealing with the registered proprietor of any lot any dwelling house previously erected on such lot in respect to which Liverpool City Council has issued a Building Certificate shall be deemed to have been erected in accordance with the said Council's cut and fill policy.

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

- (a) No main building to be used as a dwelling house shall be erected on any lot the external walls of which shall consist of materials other than brick, brick veneer, fibrous cement or timber or any combination of the same but not more than 20% of the external surface shall be of fibrous cement or timber or any combination of the same. Nothing in this clause shall be deemed to prevent the erection of a building having internal walls or an internal frame of timber or other material and external walls of brick, fibrous cement or timber or any combination of the same as aforesaid nor the use of glass for any window or other purpose in such external walls or the use of fibrous cement or timber or any combination of the same in any eaves or gables. Nothing herein shall prevent the erection of a separate garage having a pitched roof and with walls or roof or both of them constructed of non-reflective colourbond metal sheeting (or of a material of a similar appearance).
- (b) No building shall be erected on any lot having a flat roof or a roof of corrugated iron or fibro cement unless the design thereof be first approved by Kordan Pty Limited.
- (c) No privy shall be erected on any lot in a conspicuous place or position and if same is visible from the road or other lots in the subdivision it shall be screened.
- (d) No garage or outbuilding shall be erected or permitted to remain on any lot except until or concurrently with the erection of the main building.
- (e) No earth stone or trees shall be removed or excavated from any lot except where such removal or excavation is necessary for the erection of a building or structure for the safety of the occupants or the prospective occupants thereof, or for the construction of a swimming pool pursuant to the approval of the Liverpool City Council in respect thereto.
- (f) No tree standing on any lot shall be lopped or ringbarked or removed without the prior consent of the Liverpool City Council.



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

Sheet 7 of 7 Sheets

PLAN; DP1001123

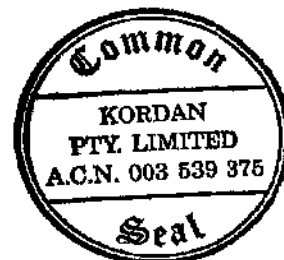
Plan of subdivision of Lot 115 DP 879086 being the land covered by Council's Certificate No. 83 of 29-4-1999

- (g) That no fence shall be erected on the lot burdened to divide it from any adjoining land owned by Kordan Pty Limited or its successors and assigns, other than Purchasers on sale, without the consent of Kordan Pty Limited or its successors and assigns but such consent shall not be withheld if such fence is erected without expense to Kordan Pty Limited and its successors and assigns and in favour of any person dealing with the lot such consent shall be deemed to have been given in respect to every such fence for the time being erected.
- h) Not more than one main building or more than one dwelling house shall be erected or permitted to remain on any lot unless the design thereof be first approved by Kordan Pty Limited.
- (i) No building or other improvement shall be erected on any lot designed for use as more than one separate dwelling unless the design thereof be first approved by Kordan Pty Limited.
- (j) No further subdivision of any lot whether by way of Deposited Plan, Strata Plan, Neighbourhood Plan or any other plan shall be effected unless the approval of Kordan Pty Limited be first obtained thereto.

The person or persons having the right to release vary or modify any restriction eighthly referred to is Kordan Pty Limited without any further consent.

In favour of any person dealing with the registered proprietor of a lot any consent by Kordan Pty Limited required by any of the Restrictions herein shall be deemed to have been given in respect of any building previously erected thereon.

THE COMMON SEAL OF KORDAN PTY LIMITED A.C.N. 003 539 375 was hereunto affixed by authority of the Board in the presence of:-



*[Signature]*  
.....  
Director

*[Signature]*  
.....  
Secretary

EXECUTED BY ESANDA FINANCE CORPORATION LIMITED A.C.N. 004 346 043 by being signed, sealed and delivered by its Attorney *[Signature]* (who certifies that he is the *[Signature]* in the New South Wales Division of Esanda Finance Corporation Limited) pursuant to Power of Attorney registered No. 157 Book 4143, in the presence of:

*[Signature]*

*[Signature]*  
.....  
20/04/99

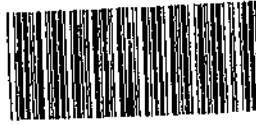
B:\kor-11764 - 17/3/99 "F"

REGISTERED sub 5-5-1999

Form: 97-01T  
Licence: 10V/0096/95  
Printed: 0696LTO

# TRANSFER

New South Wales  
Real Property Act 1900



2844458 P

Instructions for filling out  
this form are available  
from the Land Titles Office

Office of State

Including Covenant

(A) **LAND TRANSFERRED**  
Show no more than 20 titles.  
If appropriate, specify the  
share or part transferred.

Folio Identifier 108/855170, 9/838683  
10/838683, 11/838683

(B) **LOGGED BY**

LTO Box  297	Name, Address or DX and Telephone  HICKSON LAKEMAN & HOLCOMBE DX 309 BOX 29X  REFERENCE (15 character maximum): 108/855170, 9/838683, 10/838683, 11/838683
--------------------	--

(C) **TRANSFEROR**

NEW SOUTH WALES LAND AND HOUSING CORPORATION

(D) acknowledges receipt of the consideration of \$14,500,000.00

and as regards the land specified above transfers to the Transferee an estate in fee simple

(E) subject to the following **ENCUMBRANCES** 1.nil 2.

and the Transferee covenants with the Transferors as in annexure "A" hereto.

(F) **TRANSFEEE**

T TS (s713 LGA) TW (Sheriff)	KORDAN PTY LIMITED A.C.N. 003 539 375 59 Cherrybrook Road Lansvale NSW 2166  TENANCY:	U1 -W- 202150/751	X ON CV.
--	---	-------------------------	-------------

(H) We certify this dealing correct for the purposes of the Real Property Act 1900.

DATE 14/2/97

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

Signed by me MARY MACKEN as  
delegate of the New South Wales Land and  
Housing Corporation, and I hereby certify  
that I have no notice of revocation of such  
delegation.

*[Signature]*  
Signature of Witness

ROBERTS LAWTON  
Name of Witness (BLOCK LETTERS)

1600/2, 1 Elizabeth St, PARRAMATTA  
Address of Witness

*[Signature]*  
Signature of Transferor



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

The COMMON SEAL OF KORDAN PTY  
LIMITED A.C.N. 003 539 375 was  
hereunto affixed by authority  
of the Board in the presence of:-

Signature of Transferee

Name of Witness (BLOCK LETTERS)

*[Signature]* Director  
*[Signature]* Secretary  
Address of Witness

NB: If signed on the transferee's behalf by a solicitor or licensed conveyancer, show the signatory's full name in block letters.

\*FILM

ANNEXURE "A" TO TRANSFER DATED  
FROM NEW SOUTH WALES LAND & HOUSING CORPORATION  
TO KORDAN PTY LIMITED  
TRANSFeree'S COVENANT

The Transferee so as to bind itself, its successors and assigns as well as the land hereby transferred and the successive owners thereof DOES HEREBY COVENANT with the Transferor its successors and assigns that while the Transferor or its assigns other than purchasers on sale is the owner of any land adjoining the servient tenement hereby transferred no fence shall be erected on the servient tenement (or any part thereof) to divide it from such adjoining land without the consent of the Transferor or its assigns other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the Transferor or its assigns and in favour of any person dealing with any transferee from the Transferor or its assigns such consent shall be deemed to have been given in respect of every fence for the time being erected.

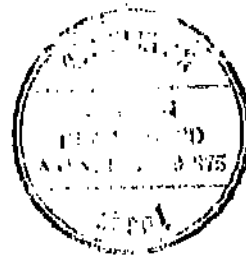
AND IT IS HEREBY AGREED AND DECLARED THAT:-

- (i) the land which is subject to the burden of the said covenant is the land hereby transferred;
- (ii) the person by whom the said covenant may be released varied or modified is the Transferor without the consent of any other person".

LAND BURDENED BY THIS COVENANT: the land hereby transferred.

PERSON BENEFITED BY THIS COVENANT: the Transferor hereof.

The COMMON SEAL of KORDAN PTY LIMITED A.C.N. 003 539 375 was hereunto affixed by authority of the Board in the presence of:-



*[Signature]*  
.....  
Director

*[Signature]*  
.....  
Secretary

Signed by me MARY MACKEN as delegate of the New South Wales Land and Housing Corporation, and I hereby certify that I have no notice of revocation of such delegation.

*Mary Macken*

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

**Ref.:** DA RUI. A:84488  
**Ppty:** 60432

**Cert. No.:** 2415

**Applicant:**  
INFOTRACK PTY LIMITED  
GPO BOX 4029  
SYDNEY NSW 2001

**Receipt No.:** 4409903  
**Receipt Amt.:** 53.00  
**Date:** 12-Nov-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 1172 DP 1001123

**Street Address:** 16 ARAGON STREET, CECIL HILLS NSW 2171

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

*Note: Commonly Used Abbreviations:*

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



**1. Names of relevant planning instruments and DCPs**

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

LEPs:

**Liverpool LEP 2008**

SEPPs\*:

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

Deemed SEPPs\*:

**Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment**

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

Draft LEPs:

N/A

Draft SEPPs\*:

**Draft SEPP (Competition) 2010**

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

**Liverpool DCP 2008**

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

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

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

**R2 Low Density Residential - Liverpool LEP 2008**

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

**Home-based child care; Home occupations**

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

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

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

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

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

**No**

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

**No**

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

**No**

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

**No**

### 3. Complying development

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

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

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

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

Nil

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

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

No

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

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

No

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

Not applicable

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

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

No

#### **5. Mine subsidence\***

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

No

**6. Road widening and road realignment**

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

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

No

(b) An EPI?

No

(c) A resolution of the council?

No

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

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

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

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

## **7A. Flood related development controls information**

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

No

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

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

No

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

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

## **8. Land reserved for acquisition**

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

No

## **9. Contribution Plans**

Liverpool Contributions Plan 2009

## **9A. Biodiversity certified land\***

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

No



**10. Biobanking agreements\***

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

No

**10A. Native vegetation clearing set asides**

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

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

**11. Bushfire prone land**

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

No

**12. Property vegetation plans\***

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

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

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

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

No, Council has not been notified of an order

**14. Directions under Part 3A\***

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

No

**15. Site compatibility certificates and conditions for seniors housing\***

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

No, Council has not been notified of an order.

**16. Site compatibility certificates for infrastructure\***



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

No, Council has not been notified of an order

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

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

No, Council has not been notified of an order.

**18. Paper subdivision information\***

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

No

**19. Site verification certificates\***

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

No, Council is not aware of a site verification certificate

**20. Loose-fill asbestos insulation \***

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

No

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

**21. Affected building notices and building product rectification orders\***

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

No

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

**No**

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

**No**

## **22. Contaminated land**

Is the land:

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

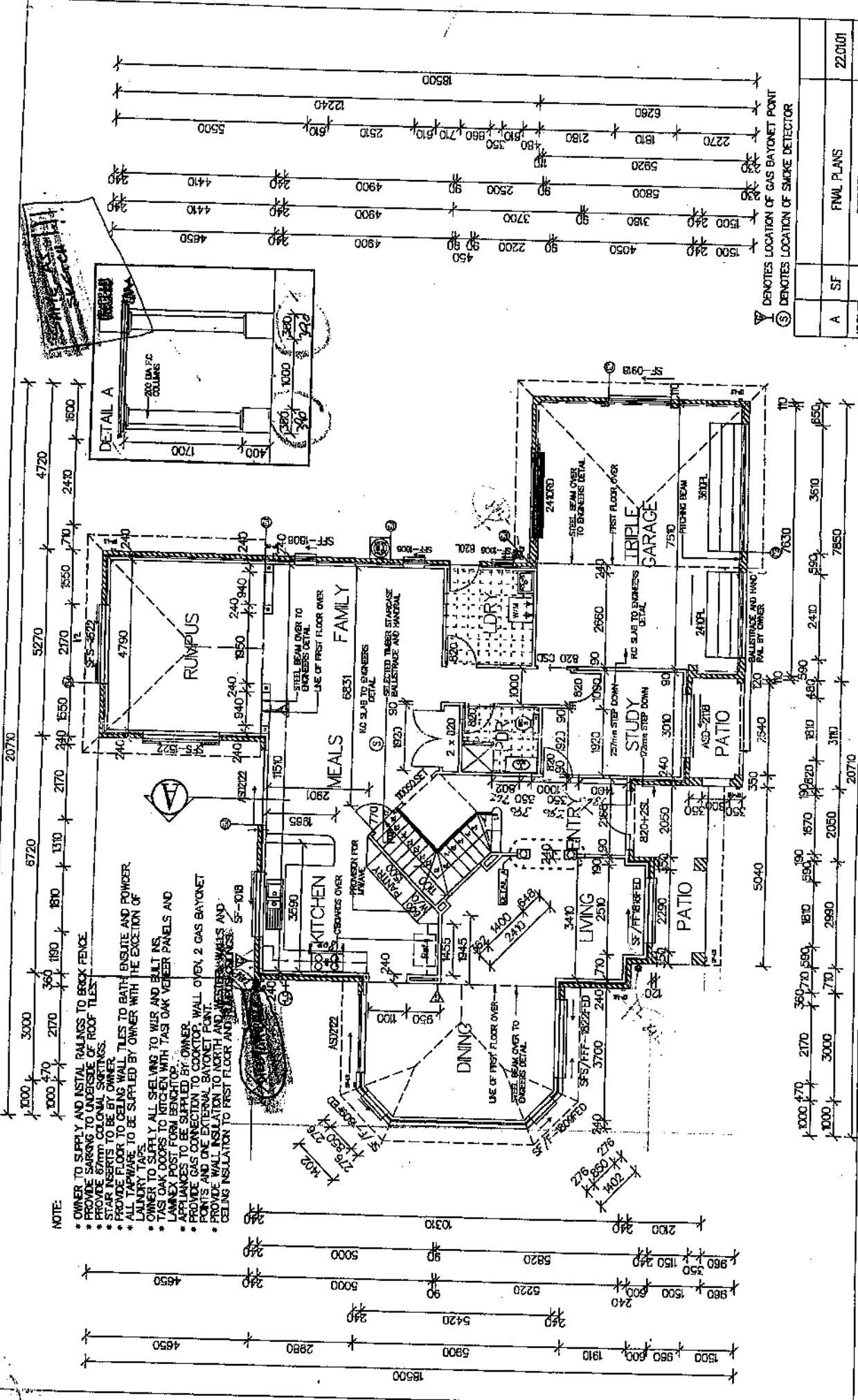
Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997.



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

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





- NOTE:
- OWNER TO SUPPLY AND INSTALL RAILINGS TO BRICK FENCE.
  - PROVIDE SARKING TO UNDERSIDE OF ROOF TILES.
  - PROVIDE 67mm COLONIAL SARKINGS.
  - STAR INSERTS TO BE BY OWNER.
  - PROVIDE FLOOR TO CEILING WALL TILES TO BATH ENSUITE AND POWDER.
  - ALL TAPWARE TO BE SUPPLIED BY OWNER WITH THE EXCEPTION OF LAUNDRY TAPS.
  - OWNER TO SUPPLY ALL SHELING TO WIR AND BUILT INS.
  - TAS OAK COORS TO KITCHEN WITH TAS OAK VENEER PANELS AND LAMINEX POST FORM BENCHTOP.
  - PLANKS TO BE SUPPLIED BY OWNER.
  - PROVIDE GAS CONNECTION TO COOKTOP, WALL OVEN, 2 GAS BAYONET PORTS AND EXTERNAL BAYONET POINT.
  - PROVIDE WALL INSULATION TO NORTH AND WEST WALLS AND CEILING INSULATION TO FIRST FLOOR AND GARAGE CEILING.

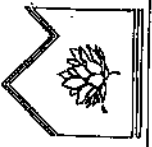
⊙ DENOTES LOCATION OF GAS BAYONET POINT  
 ⊕ DENOTES LOCATION OF SMOKE DETECTOR

ISSUE BY	DESCRIPTION	DATE
A SF	FINAL PLANS	22.01.01
JOB No 00301		SCALE 1:100

GROUND FLOOR PLAN  
 WORKING DRAWINGS

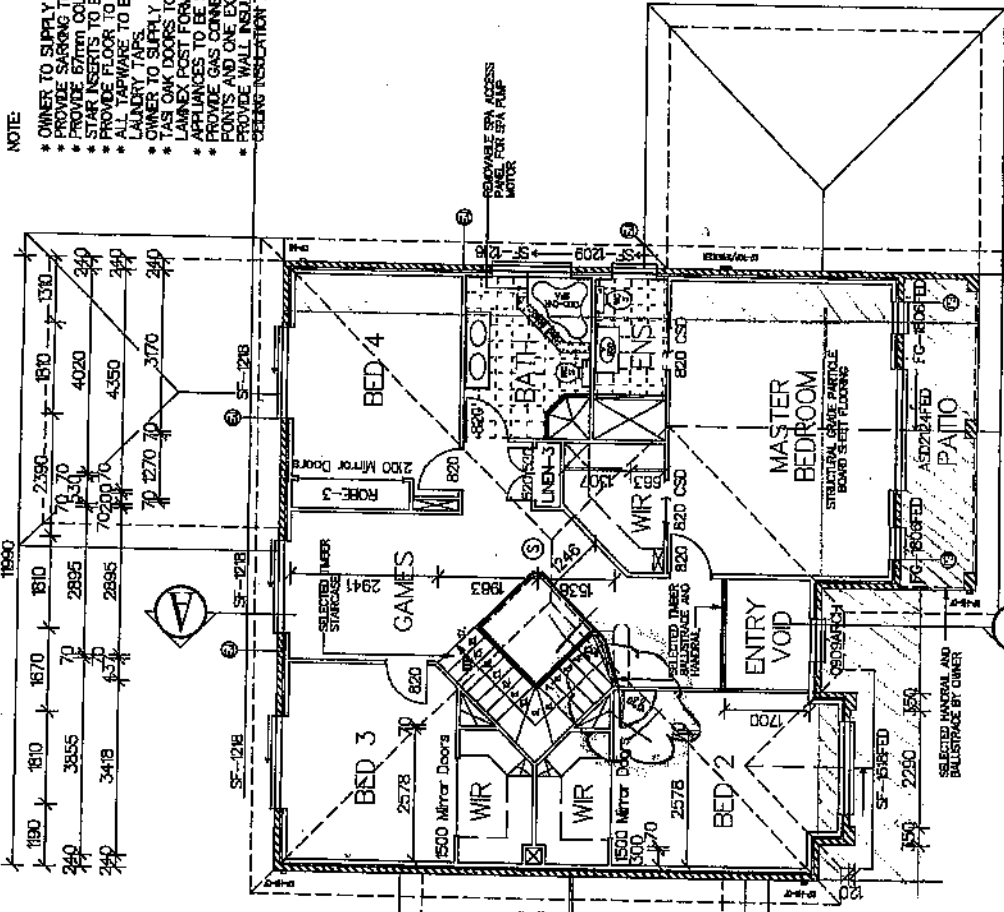
FOR : B AND A DA RUJ  
 AT: LOT 1172 ARAGON STREET CECIL HILLS

LILLY  
 HOMES



SHEET 1 OF 9

- NOTE:**
- \* OWNER TO SUPPLY AND INSTALL RAILINGS TO BRICK FENCE
  - \* PROVIDE SARKING TO UNDERSIDE OF ROOF TILES
  - \* PROVIDE 67mm COLONIAL SKIRTINGS
  - \* STAR INSERTS TO BE BY OWNER
  - \* PROVIDE FLOOR TO CEILING WALL TILES TO BATH, ENSUITE AND POWDER
  - \* ALL TAPWARE TO BE SUPPLIED BY OWNER WITH THE EXCEPTION OF LAUNDRY TAPS
  - \* OWNER TO SUPPLY ALL SHELVING TO WIR AND BUILT INS
  - \* T&S OAK DOORS TO KITCHEN WITH T&S OAK VENEER PANELS AND LAMINEX POST FORM BENCHTOP
  - \* APPLIANCES TO BE SUPPLIED BY OWNER
  - \* PROVIDE GAS CONNECTION TO COOKTOP, WALL OVEN 2 GAS BAYONET POTS AND ONE EXTERNAL BAYONET POINT
  - \* PROVIDE WALL INSULATION TO NORTH AND WESTERN WALLS AND CEILING INSULATION TO FIRST FLOOR AND RUMBLE CEILINGS



(A) DENOTES LOCATION OF GAS BAYONET POINT  
 (S) DENOTES LOCATION OF SMOKE DETECTOR

ISSUE BY	DESCRIPTION	DATE
A SF	FINAL PLANS	22/01/01

JOB No 00301 SCALE 1:100

SHEET 2 OF 9

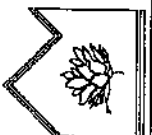
1190	1810	1870	1910	2390	1870	1370
240	3555	70	2895	4020	240	240
240	3418	4370	2895	4350	240	240
					3170	240

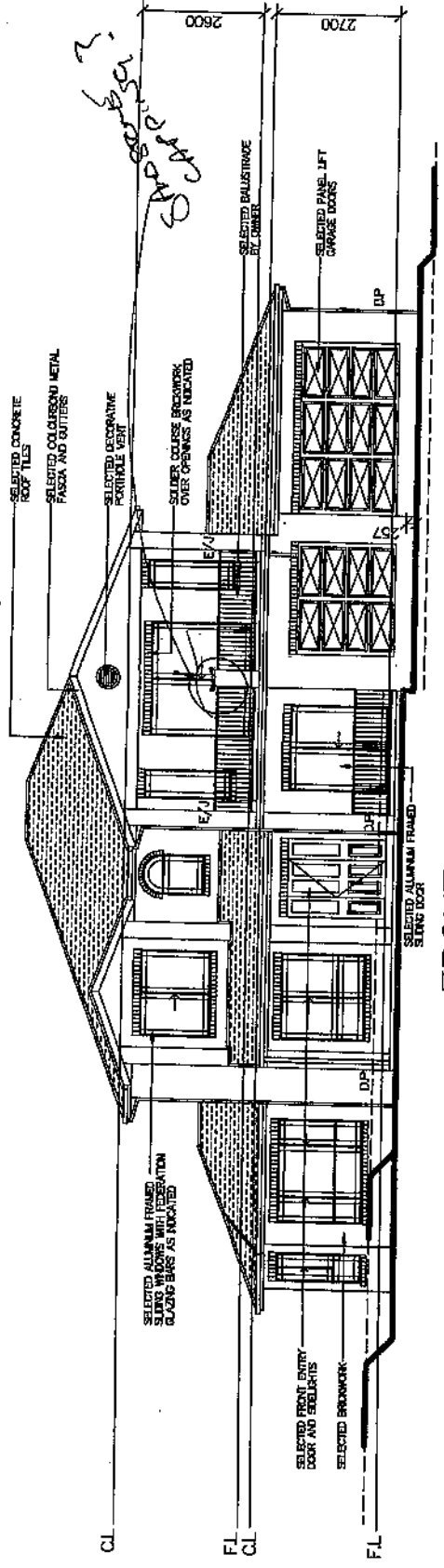
240	3430	70	2150	90	5760	240
170	240	240	2050	240	5760	240
170	590	1870	560	850	600	510
170	2990	2050	2050	6240	240	715
						610
						690

FIRST FLOOR PLAN WORKING DRAWINGS

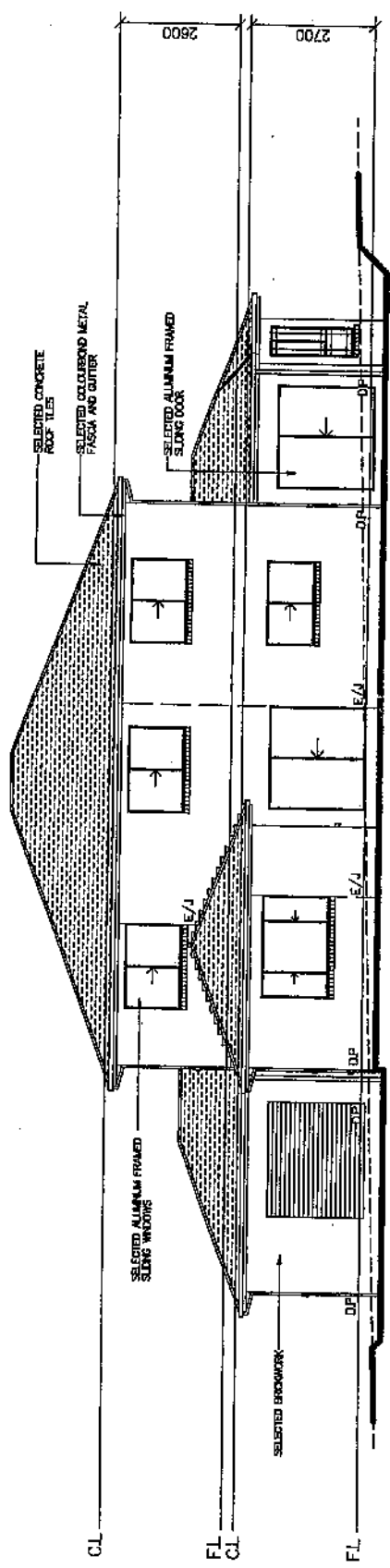
FOR : B AND A DA RUI  
AT: LOT 1172 ARAGON STREET CECIL HILLS

LILY HOMES

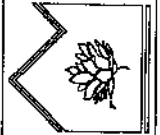




FRONT ELEVATION



REAR ELEVATION



LILY  
HOMES

ELEVATIONS

WORKING DRAWINGS

FOR : B AND A DA RUI  
AT: LOT 1172 ARAGON STREET CECIL HILLS

A	SF	FINAL PLANS	22/01/01	DATE
		ISSUE BY		SCALE
		JOB No 00301		1:100
				SHEET 3 OF 9

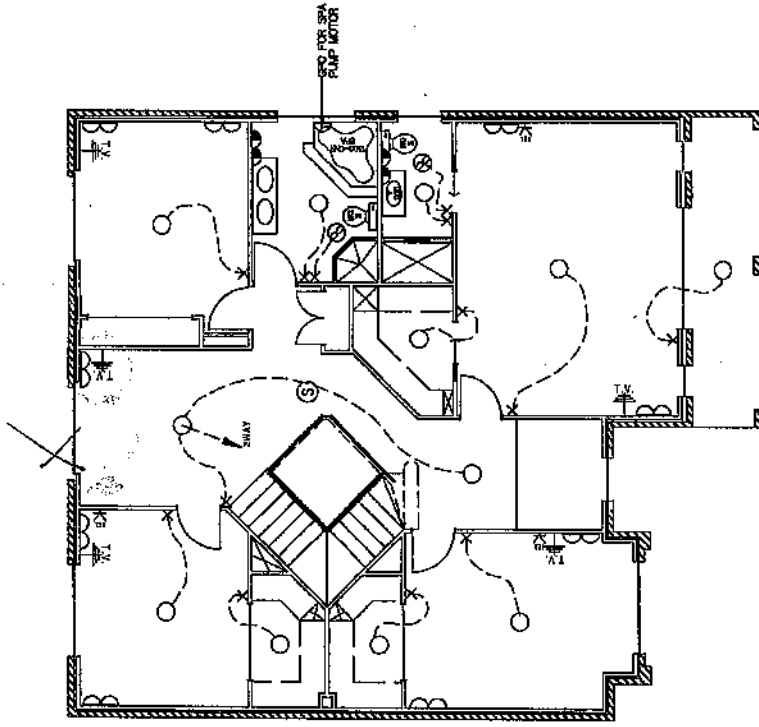






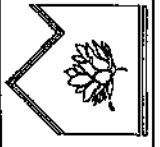
ELECTRICAL LEGEND

- GPO
- △ GPO 5000 AFL
- GPO 5000 AFL
- DEL GPO
- ◇ DEL GPO 5000 AFL
- ⊕ DEL GPO 5000 AFL
- ⊖ TV. OUTLET
- ⊙ SMOKE DETECTOR
- CEILING LIGHT
- ▽ FLOOR LIGHT
- ⊙ WALL LIGHT
- ⊙ EXHAUST FAN
- ⊙ SWITCH
- ⊙ DIMMER SWITCH
- ⊙ PHONE OUTLET

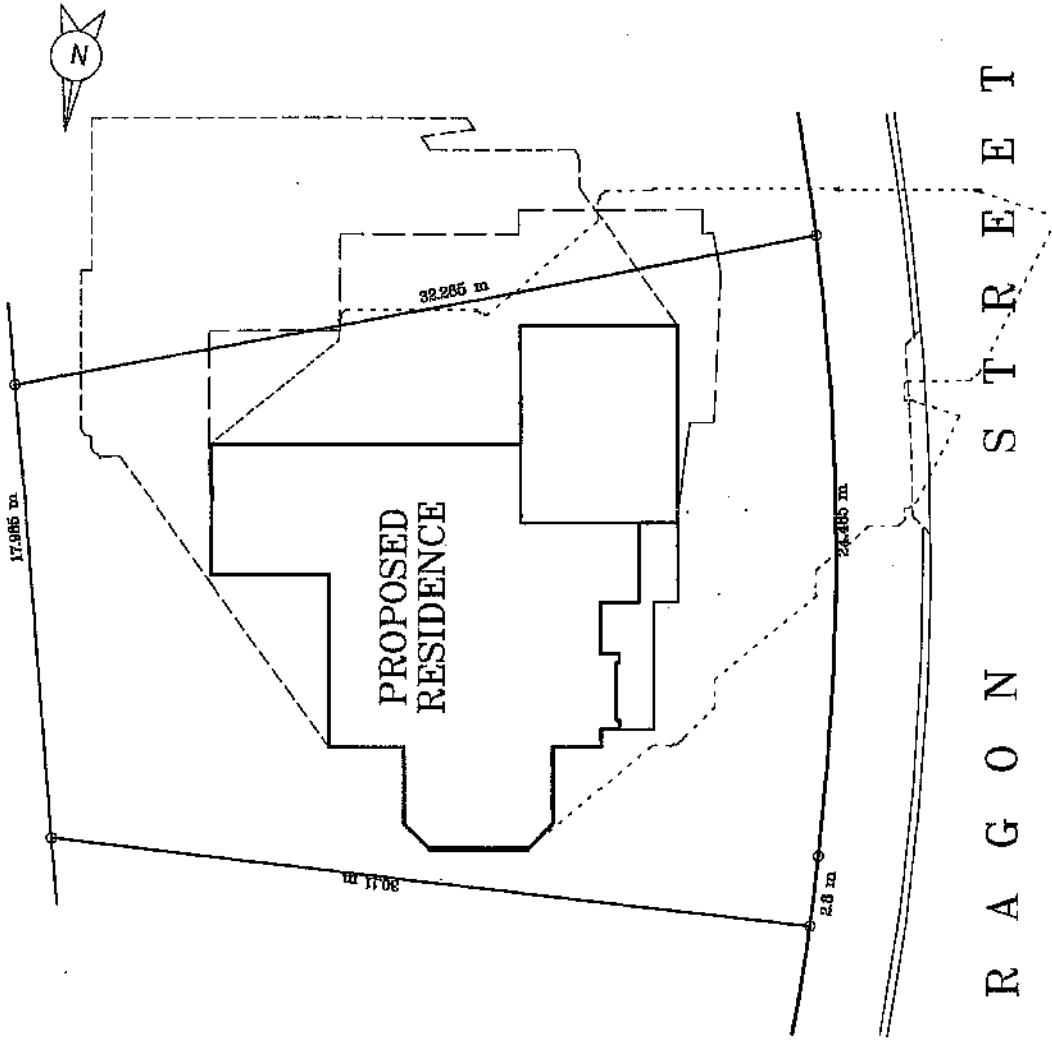


▽ DENOTES LOCATION OF GAS BAYONET POINT  
 ⊙ DENOTES LOCATION OF SMOKE DETECTOR

A	SF	FINAL PLANS	22.01.01
ISSUE	BY	DESCRIPTION	DATE
JOB No 00301			SCALE 1 : 100
FIRST FLOOR ELECTRICAL			WORKING DRAWINGS
FOR : B AND A DA RUI			
AT: LOT 1172 ARAGON STREET CECIL HILLS			
LILLY HOMES			SHEET 7 OF 9



LILLY  
HOMES



SHADOWS ON JUNE 21(WINTER)

LEGEND

- 09.00AM
- 12.00PM
- 03.00PM

A R A G O N S T R E E T

B	SF	AMENDED PLANS	25.0101
A	SF	FINAL PLANS	19.12.00
ISSUE	BY	DESCRIPTION	DATE

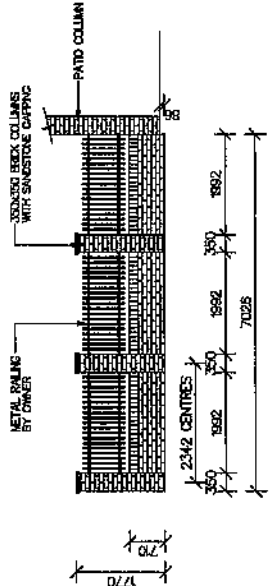
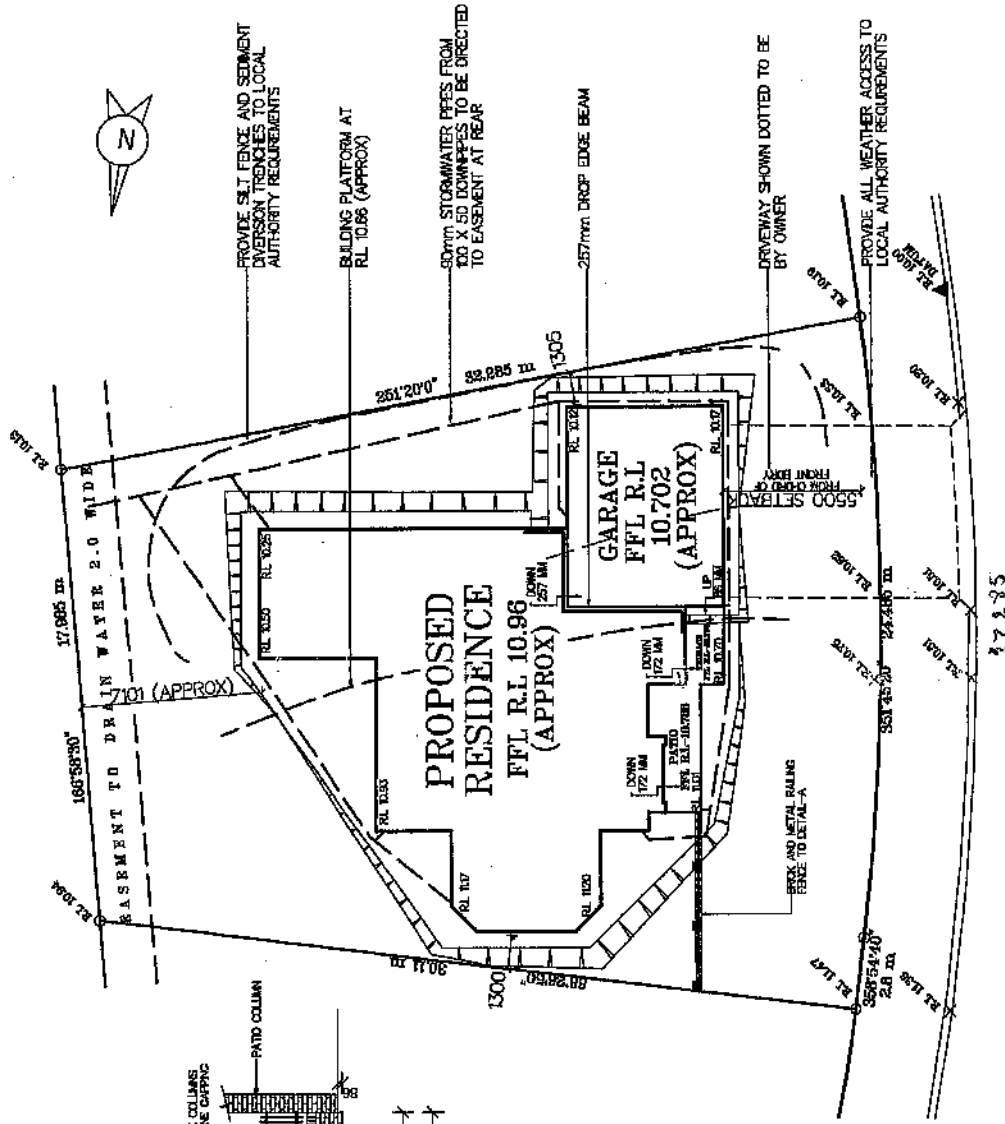
JOB No 00301 SCALE 1:200

SHADOW DIAGRAM WORKING DRAWINGS

FOR : B AND A DA RU  
AT: LOT 172 ARAGON STREET CECIL HILLS

LILY HOMES





**FENCE DETAIL-A**  
SCALE 1:100

B	SF	AMENDED PLANS	25.01.01
A	SF	FINAL PLANS	19.12.00
ISSUE BY:		DESCRIPTION	DATE

JOB No 00301  
SCALE 1:200

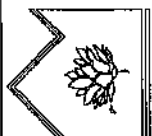
**A R A G O N S T R E E T**

WORKING DRAWINGS

SITE PLAN

FOR : B AND A DA RUI  
AT: LOT 172 ARAGON STREET CECIL HILLS

**LILY  
HOMES**



# PREMIER IMPROVEMENTS (AUST.) PTY. LIMITED

15/21-23 GOVERNOR MACQUARIE DRIVE, MOOREBANK N.S.W. 2170  
B.L. NO. 118223C PHONE NO. (02) 9755 1622

## PLANS AND SPECIFICATIONS

FOR  
Mr & Mrs DA RUI  
16 Aragon Street  
CECIL HILLS 2171  
13999

### STRUCTURAL ENGINEERS CERTIFICATE:

THIS CERTIFIES THAT I HAVE CHECKED THE STRUCTURAL MEMBERS SHOWN ON THE FOLLOWING PAGES. I AM SATISFIED THE STRUCTURE IS ADEQUATE TO RESIST WIND FORCES RESULTING FROM A BASIC WIND VELOCITY OF 41M/SEC. IN TERRAIN CATEGORY 3 IN ACCORDANCE WITH AS 1170.2-1989 SAA LOADING CODE PART 2: WIND LOADS.



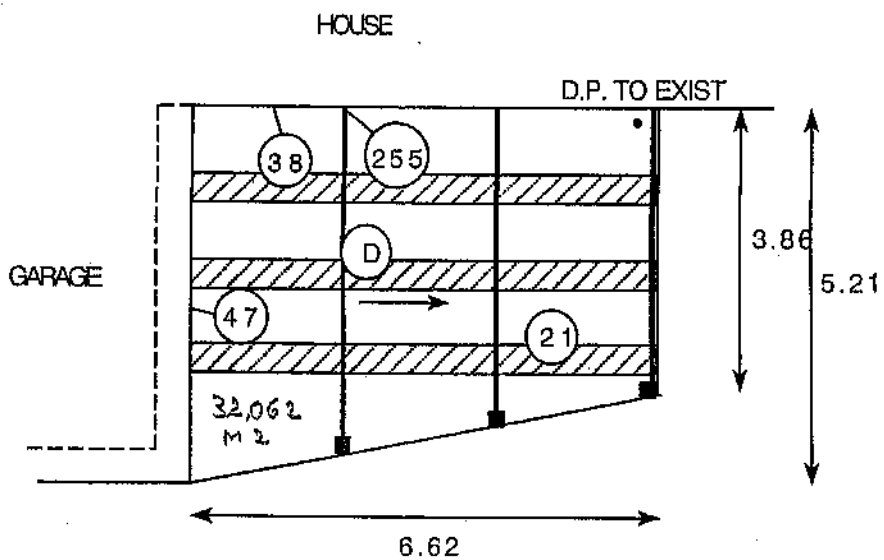
ALLAN L. WOOD. MIE AUST. 302797  
CONSULTING CIVIL/STRUC. ENGINEER  
4 SYDNEY ROAD, LIVERPOOL  
N.S.W. 2170

### BUILDERS CERTIFICATE:

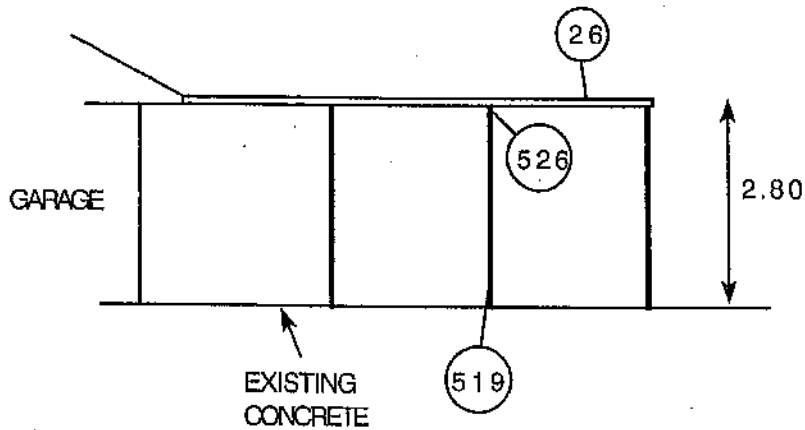
WE HAVE CHECKED THE APPLICABLE LOADINGS ON THE STRUCTURE SHOWN ON THE FOLLOWING PAGES, AND ARE SATISFIED THAT THE SPANS COMPLY WITH MANUFACTURERS RECOMMENDATIONS WHEN AN EXISTING STRUCTURE IS USED AS A SUPPORT, THE LOADS IMPARTED THERE TO, CAN BE SAFELY RESISTED.

PREMIER IMPROVEMENTS (AUST.) PTY. LIMITED.  
15/21-23 GOVERNOR MACQUARIE DRIVE  
MOOREBANK N.S.W. 2170  
LICENSE NO. 118223 C

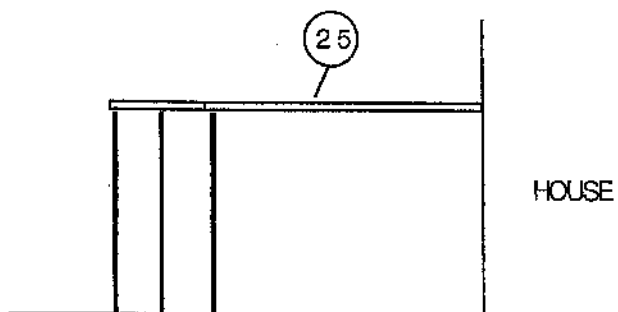
### PLAN VIEW



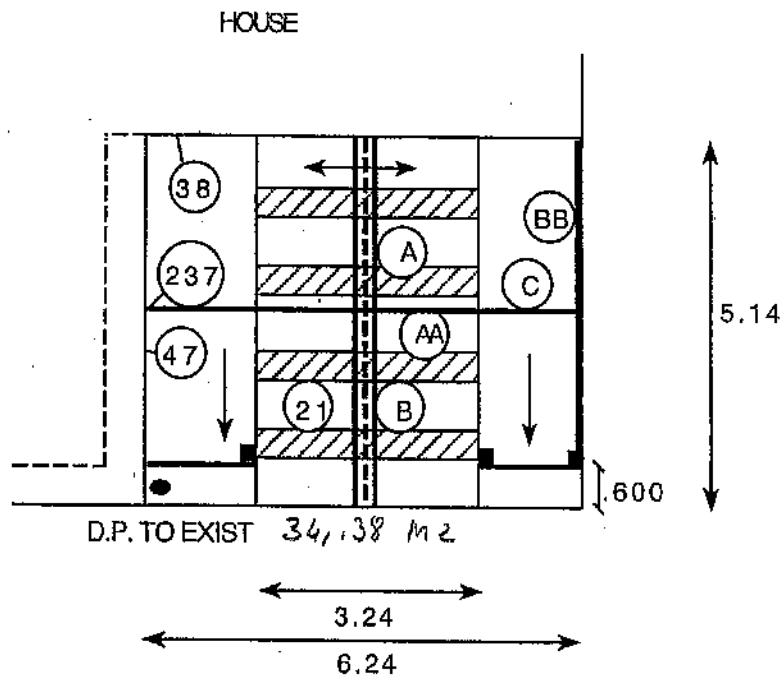
### SOUTH ELEVATION



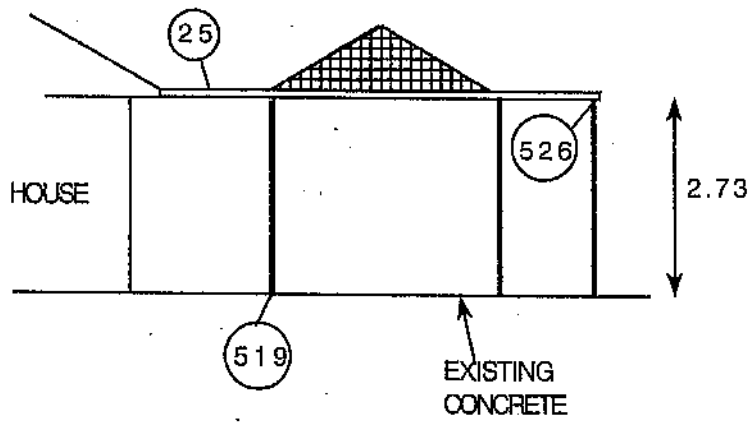
### EAST ELEVATION



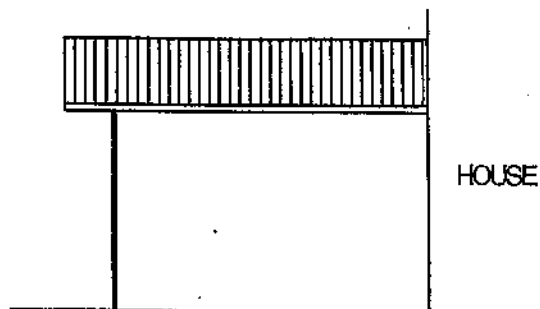
### PLAN VIEW



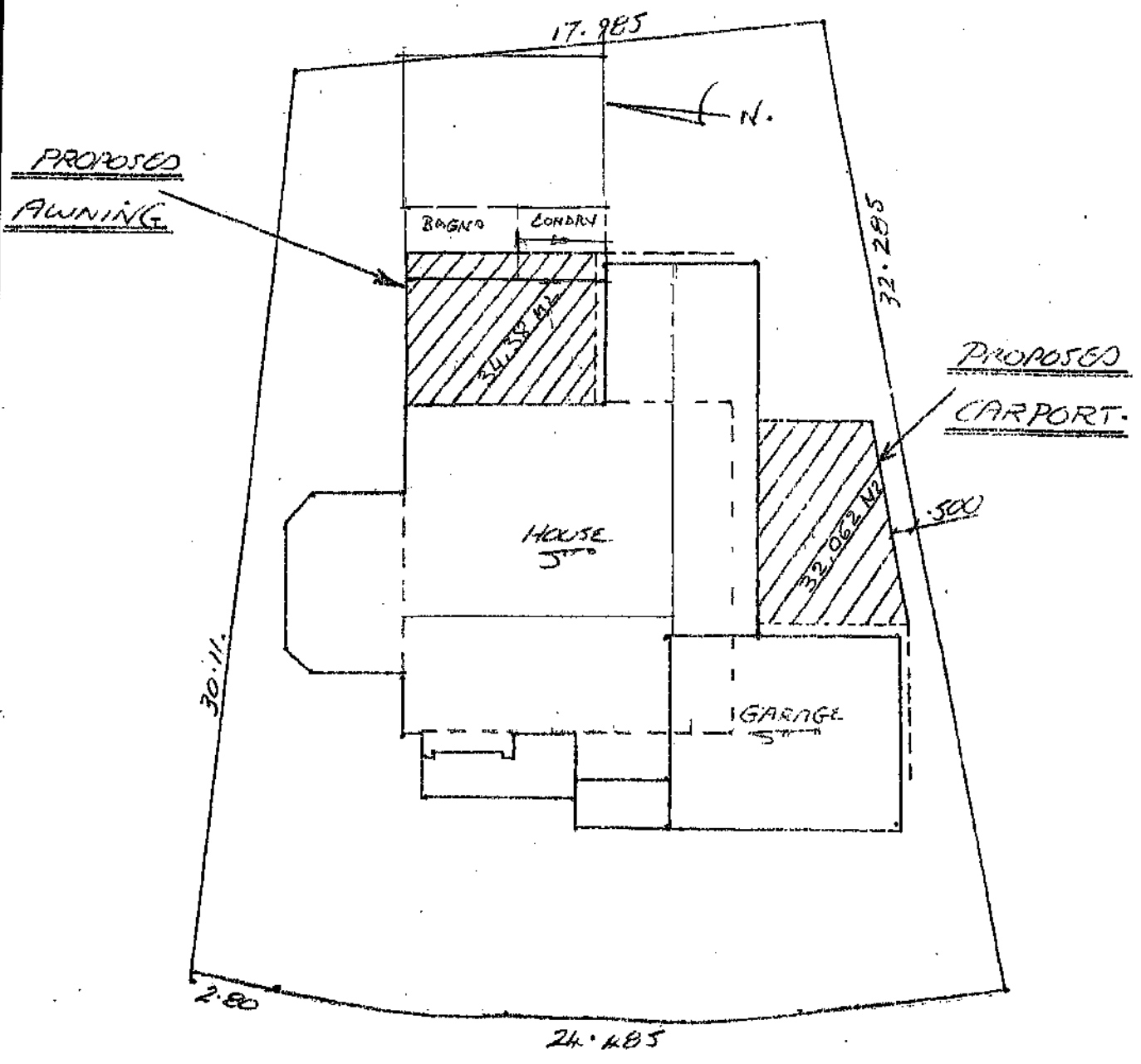
### EAST ELEVATION



### NORTH ELEVATION



COPERTURA TOTALE m2 357,56  
 TOTALE m2 CON PIANO SOPRA **Site Plan**  
 452,42



ARAGON STREET.

LOT 1172  
 DIP 1001123

COPERTURA CASA 291,12 m2  
 CARPORT VERANDA 58,94 m2  
 TOTALE 357,56

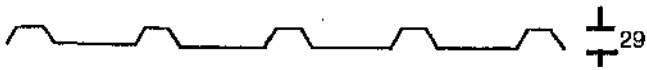
SCALE 1:200.

CARPORT 32,062 m2  
 VERANDA 34,38 m2 TOTAL 66,44

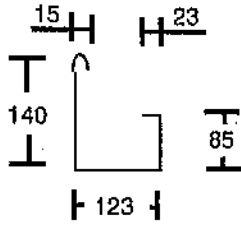
21

ROOF & GUTTER PROFILE

MONOCLAD .42BMT



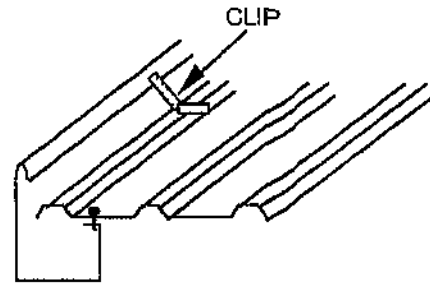
.762 COVER



FACIA GUTTER

26

ROOF TO SIDE GUTTER

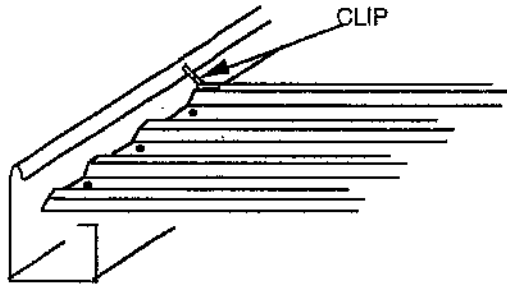


ROOF SHEET ATTACHED TO SIDE GUTTER WITH AS/4 - 3 RIVET EVERY 1.00 & SEALED WITH SILICON.

GUTTER CLIP AT 2.00 MAX SPACINGS

25

ROOF TO END GUTTER

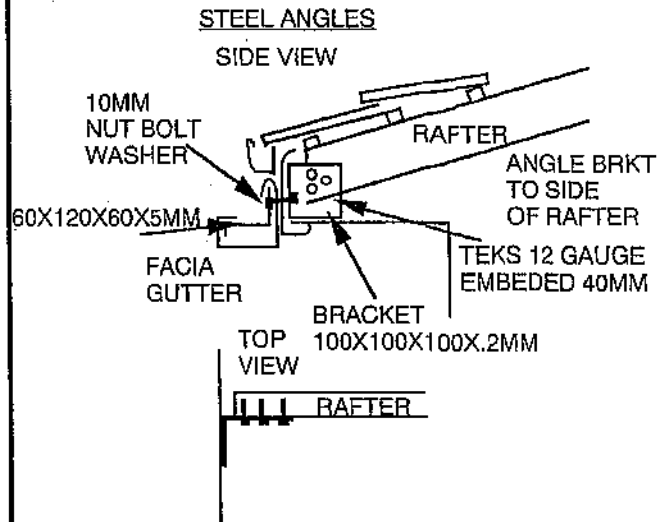


ROOF - SHEET ATTACHED IN EACH PAN WITH AS/4 - 3 RIVET & SEALED WITH SILICON.

GUTTER CLIP AT 2.00 MAX SPACINGS

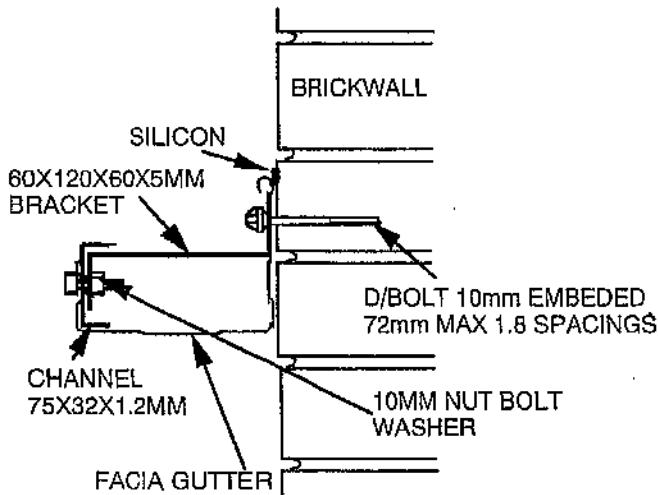
47

FACIA GUTTER TO METAL FACIA GUTTER



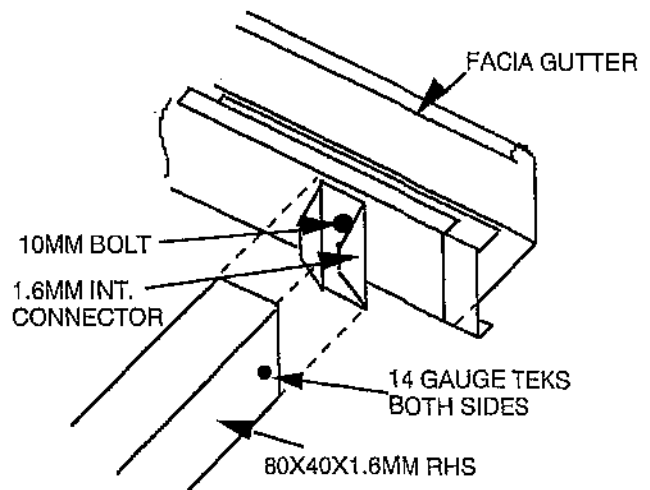
38

FACIA GUTTER TO BRICKWALL

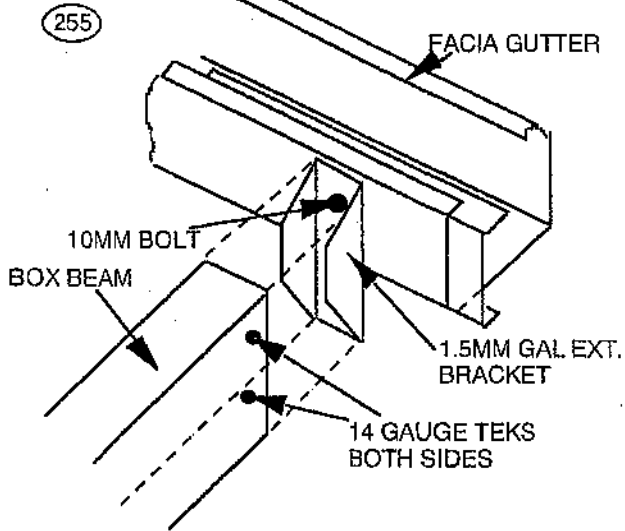


237

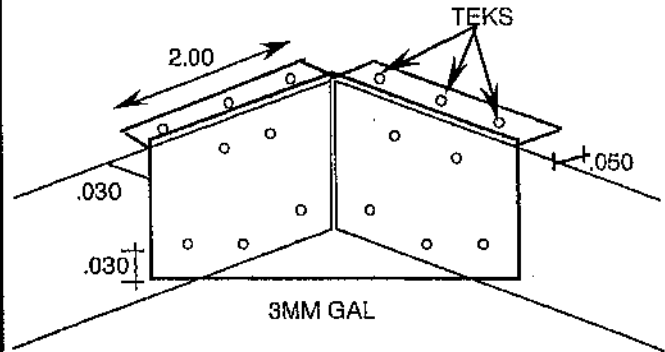
80X40 ATTACHMENT TO FACIA GUTTER



STEEL BOX BEAM ATTACHED TO GUTTER

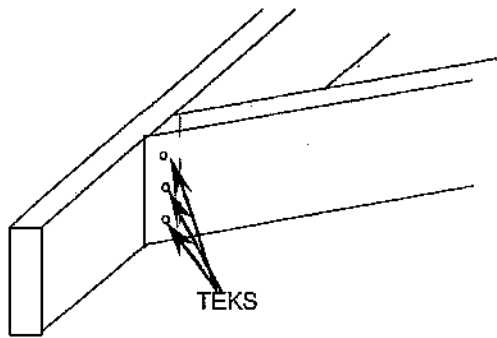


512

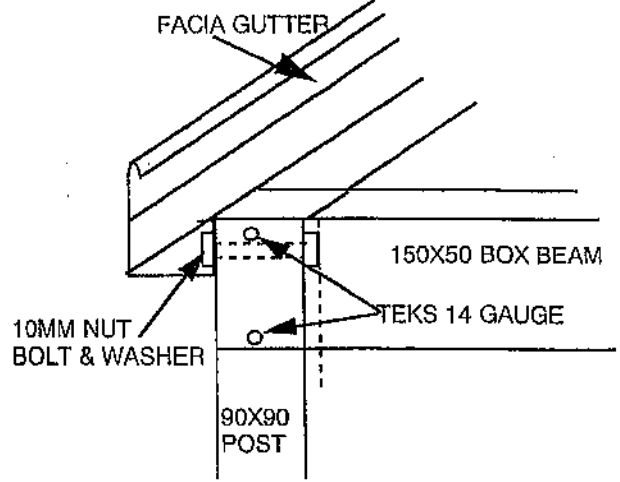


514

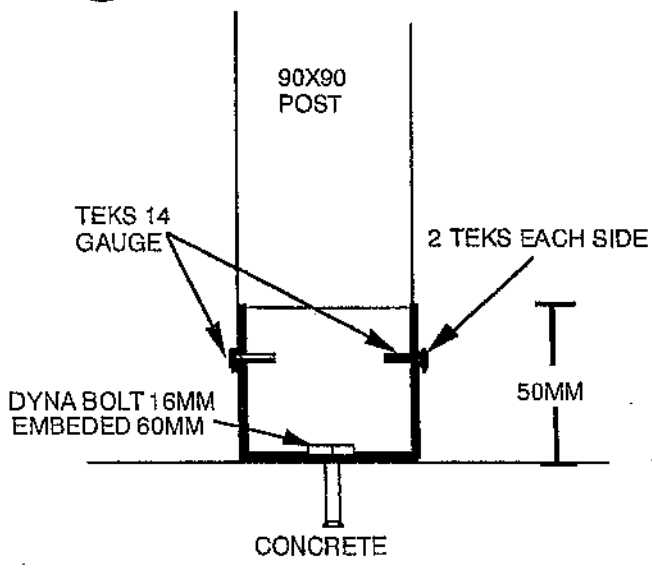
TRUSS BEAM/PERIMETER BEAM



526



519



## SPECIFICATIONS

	A Unenclosed Awning	B Unenclosed Carport	C Partially Enclosed	D Fully Enclosed
<b>FULL SHIELDING</b>				
1. Factored Wind Pressure	0.250	0.420	0.505	0.630
2. MONOCLAD .42BMT-SPAN	2.700	2.700	2.500	2.200
3. LONGSPAN .42BMT-SPAN	2.900	2.900	2.700	2.500
4. LT 7 .7MM -SPAN	3.000	3.000	2.900	2.850
5. SPACEDECK .53BMT-SPAN	4.400	4.400	4.400	3.800
<b>NO SHIELDING</b>				
1. Factored Wind Pressure	0.348	0.580	0.700	0.870
2. MONOCLAD .42BMT-SPAN	2.500	2.500	2.200	2.000
3. LONGSPAN .42BMT-SPAN	2.600	2.600	2.500	2.200
4. LT 7 .7MM -SPAN	2.900	2.900	2.750	2.600
5. SPACEDECK .53BMT-SPAN	4.400	4.100	3.600	3.000
<b>PARTIAL SHIELDING</b>				
1. Factored Wind Pressure	0.315	0.525	0.630	0.790
2. MONOCLAD .42BMT-SPAN	2.600	2.600	2.300	2.000
3. LONGSPAN .42BMT-SPAN	2.800	2.800	2.600	2.300
4. LT 7 .7MM -SPAN	2.950	2.950	2.850	2.700
5. SPACEDECK .53BMT-SPAN	4.400	4.200	3.800	3.300

**STRUCTURE LOCATION**

FULL SHIELDING : PARTIALLY ENCLOSED  
- WIND LOAD PRESSURE COEFFICIENT

1.2

**ROOF SHEET**

- SELF WEIGHT  
- ALLOWABLE MAXIMUM SPAN  
- ACTUAL MAXIMUM SPAN

0.042  
2.500  
2.270

**BEAM SPAN**

- FACTORED WIND PRESSURE

0.505

**BEAMS - TOTAL UNIFORMLY APPLIED WIND LOAD = W (kN)**

- ACTUAL ROOF SPAN CARRIED BY THIS BEAM 1.600

BEAM A TYPE RHS 80 X 40 X 1.6MM LENGTH 2.500

	APPLIED WIND PRESSURE	ROOF SPAN	BEAM LENGTH	"W"	MAXIMUM
CALC.	0.505-	0.042 x 1.600	x 2.500	= 1.85 kN	5.51 kN

- ACTUAL ROOF SPAN CARRIED BY THIS BEAM 1.600

BEAM B TYPE RHS 80 X 40 X 1.6MM LENGTH 2.500

	APPLIED WIND PRESSURE	ROOF SPAN	BEAM LENGTH	"W"	MAXIMUM
CALC.	0.505-	0.042 x 1.600	x 2.500	= 1.85 kN	5.51 kN

- ACTUAL ROOF SPAN CARRIED BY THIS BEAM 2.270

BEAM C TYPE RHS 80 X 40 X 1.6MM LENGTH 1.500

	APPLIED WIND PRESSURE	ROOF SPAN	BEAM LENGTH	"W"	MAXIMUM
CALC.	0.505-	0.042 x 2.270	x 1.500	= 1.58 kN	5.96 kN

- ACTUAL ROOF SPAN CARRIED BY THIS BEAM 2.200

BEAM D TYPE BB15016 BOX LENGTH 4.700

	APPLIED WIND PRESSURE	ROOF SPAN	BEAM LENGTH	"W"	MAXIMUM
CALC.	0.505-	0.042 x 2.200	x 4.700	= 4.79 kN	7.22 kN

**BEAMS - TOTAL CONCENTRATED WIND LOAD = P (kN)**

**NB:** DETERMINATION - USING (W) LOADS FROM ABOVE TO CALCULATE (P) LOAD

BEAM AA TYPE BOX B10050-12 LENGTH 1.600

'W' AT A	0.926 x .5	+	'W' AT B	0.926 x .5	"W"	MAXIMUM
					= 1.85 kN	4.12 kN

BEAM BB TYPE BB15016 BOX LENGTH 4.500

'W' AT C	0.788 x .5	+	'W' AT	x.5	"W"	MAXIMUM
					= 0.79 kN	3.94 kN

**NB:** ONLY THE MAXIMUM SPANS ARE SELECTED FOR ANY BEAMS OF SIMILAR TYPE, SIZE AND LENGTH. THE SPECIFICATION DRAWINGS SUPPLIED ARE IDENTIFIED BY REFERENCE NUMBERS WHICH APPEAR ON THE PLAN AND ELEVATION DRAWINGS. THE IDENTIFICATIONS SHOWN ARE TYPICAL OF ALL SIMILAR CONNECTIONS ETC.

### SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF **LIVERPOOL**

SUBURB OF **CECIL HILLS**

Copy of Diagram no. **3077741**

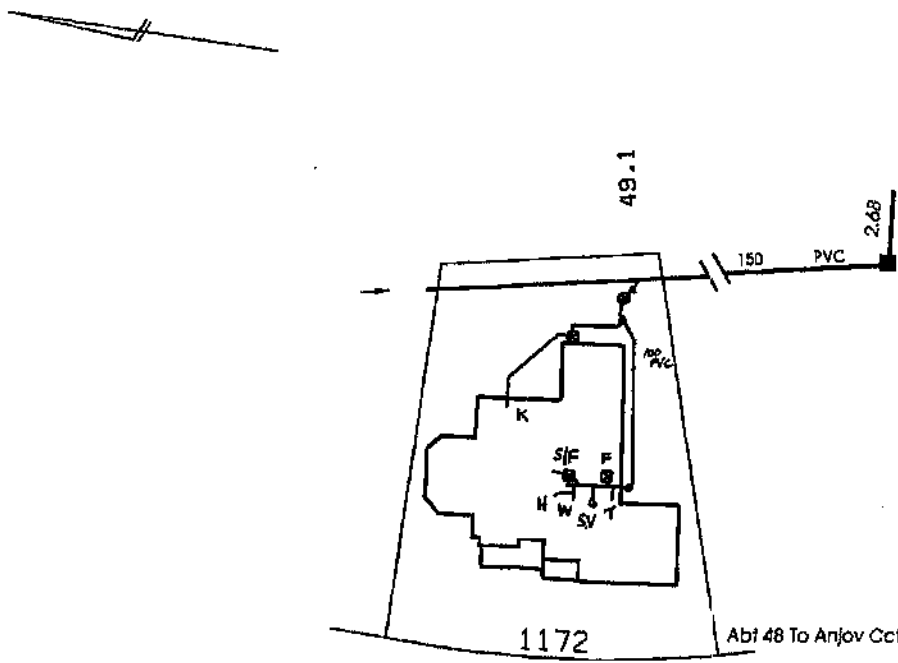
**SYMBOLS AND ABBREVIATIONS**

INDICATES - DRAINAGE FITTINGS		INDICATES - PLUMBING FEATURES & OR FITTINGS	
■ Manhole	⊠ P P. Trap	CO Clean out	⊠ Bid Bidet
□ Chr Chamber	■ R Reflux Valve	○ V Vent Pipe	S Shower
● LH Lymphole	◇ Cleaning Eye	T Tube	DW Dishwasher
⊗ Boundary Trap	○ Vert Vertical Pipe	K Kitchen Sink	F Floor Waste
⊕ Inspection Shaft	IF Induct Pipe	W Water Closet	M Washing Machine
■ Pit	MF Micro Flap	B Bath Waste	BS Bat Sink
⊠ G Grease Interceptor	Jn Junction	H Handbasin	LS Lav Sink
⊠ Gully	● SP Rodding Point	○ SVP Sol Vent Pipe	○ WS Waste Stack

**SEWER AVAILABLE**

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices, (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of building may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. License is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

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



**ARAGON ST**

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

W.s. Ins. U.s. Sewer Ref. Sheet No.	DRAINAGE Inspected by	Date of Issue	PLUMBING Inspected
	Inspector	.....	Inspector
	Cert. Of Compliance No.	.....	Cert. Of Compliance No.
	Field Diagram Examined by	.....	.....
	Tracing Checked by	Plumber	
	.....	Boundary Iron	<b>NOT REQUIRED</b> For Regional Manager

**NOTE** This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.





Enquiry ID 3165299  
Agent ID 81429403  
Issue Date 12 Nov 2019  
Correspondence ID 1697806261  
Your reference DA RUI. A

INFOTRACK PTY LIMITED  
DX Box 578  
SYDNEY

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

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value
D1001123/1172	16 ARAGON ST CECIL HILLS 2171	\$652 000

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2019 tax year.

---

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue

**Who is protected by a clearance certificate?**

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

**When is a certificate clear from land tax?**

A certificate may be issued as 'clear' if:

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

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

**When is a certificate not clear from land tax?**

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

**How do I clear a certificate?**

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

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

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

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

**How do I get an updated certificate?**

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

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

**Land value, tax rates and thresholds**

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



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



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



[landtax@revenue.nsw.gov.au](mailto:landtax@revenue.nsw.gov.au)

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.