

1 Charbray Lane

Elizabeth Hills NSW 2171

Draft Contract

McGrath

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 77750777	NSW DAN:
vendor's agent	McGrath Estate Agents 265 Macquarie Street, Liverpool NSW 2170		Phone: 02 9824 1100 Fax: 02 9824 1120 Ref:
co-agent			
vendor	REBECCA MAY HOLYDAY 1 Charbray Lane Elizabeth Hills NSW 2171		
vendor's solicitor	Brydens Lawyers Level 2 203-209 Northumberland Street Liverpool NSW 2170 PO Box 1239, Liverpool BC 1871		Phone: 02 9601 2444 Fax: 02 8778 6670 Ref: LBH:CER:053692
date for completion	42 days after the contract date	(clause 15)	Email: conveyancing@brydens.com.au
land	1 Charbray Lane (also 107-109 Feodore Drive) Elizabeth Hills NSW 2171		
(Address, plan details and title reference)	LOT 3 IN STRATA PLAN 87470 3/SP87470		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Studio		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

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

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

**2
Choices**

Land – 2019 edition

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

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

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 **RW rate** (residential withholding rate): \$

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

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

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

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

List of Documents

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

Strata Master
info@stratamaster.com.au

PO Box 219, Cremorne NSW 2090
02 9909 5300

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:

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a party;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other party;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a party, the party's <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served</i> by the party;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by serving 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 serving 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 serving a notice. After the termination the vendor can –

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

10 Restrictions on rights of purchaser

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

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

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is 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 title data</i>	to complete data fields in the <i>Electronic Workspace</i> ; and the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

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

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 18 of the *Property, Stock and Business Agents Regulation 2003* 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.

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.

32. Subject to warranties set out in the Conveyancing Act 1919 (Section 52A) and the Conveyancing (Sale of Land) Regulation 1995 the Purchaser acknowledges that:
- 32.1 the property is being purchased in its present condition and state of repair and with any defects as regards construction or repair of any improvements thereon and subject to any infestation.
 - 32.2 the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or otherwise in respect of the property or any part thereof or of any improvements thereon other than as expressly set out in this Contract for Sale.
 - 32.3 they shall not make any objection, requisition or claim for compensation in relation to or arising out of the state of repair or condition of the property or its suitability for any purpose or require the Vendor to carry out work in respect of the property.
33. In the event that this Contract is not completed within the time prescribed in Clause 15 herein (hereinafter called "the due date"), and the Vendor is ready and able to complete, the Purchaser shall pay to the Vendor interest on the balance of the purchase price at the rate of 10% per annum calculated on a daily basis. Such amount shall be calculated from and including the day after the due date until and including the date of completion of this Contract. The provisions of this condition shall be in addition to the Vendor's rights under this Contract and shall not prejudice any of the Vendor's rights arising out of the failure by the Purchaser to complete this Contract within the time provided herein.
34. Should settlement not take place within the time prescribed in Clause 15 herein, then either party shall be at liberty to issue a Notice to Complete on the other party requiring completion of this Contract within a period of not less than fourteen (14) days. Such Notice to Complete can only be issued by a party not in default under the terms of this Contract. The service of a Notice to Complete will make time of the essence in this regard. The period of fourteen (14) days is hereby agreed to be a proper and reasonable time. Either party may be entitled to withdraw any Notice to Complete issued pursuant to this Condition and subsequently issue a further Notice to Complete in lieu thereof. If the Vendor issues a Notice to Complete pursuant to this clause, then the Purchaser shall pay to the Vendor the cost of issue of such notice assessed at \$275.00 (inclusive of GST) payable by the Purchaser on completion.

35. The Purchaser acknowledges that the Transfer must be delivered to the Vendors Solicitor within the time limits imposed by Clause 4.1 of this Contract. The Purchaser further acknowledges that the period of fourteen (14) days prior to completion is a proper and reasonable time for provision of the Transfer to allow for execution of same by the Vendor. Should the Purchaser not serve the Transfer within the time limits imposed by Clause 4.1 of this Contract the Purchaser shall pay to the Vendor the further sum of \$110.00 (incl. GST) on completion. It is acknowledged that this sum represents the additional costs incurred in having the Transfer executed on an urgent basis.
36. The Purchaser warrants that they were not introduced either to the Vendor or to the property by or on behalf of any licensed Real Estate Agent (hereinafter called "Agent") other than the Agent named on the front page of this Contract for Sale. Where there is no Agent named on the front page hereof the Purchaser warrants that they were not introduced to the property by any Agent. The purchaser indemnifies the Vendor against any claim for commission which might be made by any Agent resulting from an introduction constituting a breach of this warranty and against all costs and expenses incidental to defending any such claim. This condition and indemnity shall not merge on completion.
37. The Purchaser agrees to release all or part of the deposit moneys as may be required by the Vendor to purchase another property. Provided that such deposit moneys are paid into the trust account of the representative or Agent for the Vendor of the property being purchased and on the basis that such deposit moneys are not to be further released.
38. In the event that the Vendor accepts a deposit of less than 10% of the purchase price upon the exchange of this contract the Purchaser expressly acknowledges that the balance of the deposit, being the difference between the deposit paid and 10% of the purchase price shall be immediately payable by the Purchaser to the Vendor on or before the date of completion or in the event of the Purchaser's default (in accordance with condition 9) in the observance or performance of any obligation under this agreement, whichever occurs first.
39. The standard clauses of this Contract herein are amended as follows:
- 39.1 Clause 16.5 – delete the words "plus another 20% of that fee"
 - 39.2 Clause 16.7 – delete the words "cash (up to \$2,000) or"
 - 39.3 Clause 16.8 – deleted
 - 39.4 Clause 16.12 – delete the words "but the vendor must pay the purchaser's additional expenses, including any agency or mortgage fee".

40. The Vendor will obtain and serve a clear Land Tax Certificate on or before settlement. On completion the Purchaser must pay the Vendor the cost incurred in obtaining the Land Tax Certificate.



**LAND
REGISTRY Title Search
SERVICES**

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3/SP87470

SEARCH DATE	TIME	EDITION NO	DATE
10/2/2021	10:41 AM	3	2/9/2018

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

LAND

LOT 3 IN STRATA PLAN 87470
AT ELIZABETH HILLS
LOCAL GOVERNMENT AREA LIVERPOOL

FIRST SCHEDULE

REBECCA MAY HOLYDAY (T AH999025)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP87470
- 2 AH999026 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

053692

PRINTED ON 10/2/2021

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**LAND
REGISTRY
SERVICES** **Title Search**

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP87470

SEARCH DATE	TIME	EDITION NO	DATE
10/2/2021	10:41 AM	1	14/8/2013

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 87470
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ELIZABETH HILLS
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP87470

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 87470
ADDRESS FOR SERVICE OF DOCUMENTS:
MIRVAC HOMES (NSW) PTY LTD
LEVEL 26, 60 MARGARET STREET
SYDNEY 2000

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 . 9560474 COVENANT
- 4 * DP1175610 EASEMENT FOR MAINTENANCE & ACCESS & OTHER PURPOSES
0.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 5 . DP1175610 EASEMENT FOR MAINTENANCE & ACCESS & OTHER PURPOSES
0.9 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 6 DP1175610 EASEMENT FOR SUPPORT 0.3 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1175610 EASEMENT FOR SUPPORT 0.3 METRE(S) WIDE APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 8 DP1175610 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (9) IN THE S.88B INSTRUMENT
- 9 DP1175610 EASEMENT FOR OVERHANG 0.9 METRE(S) WIDE (R) AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1175610 EASEMENT FOR OVERHANG 0.9 METRE(S) WIDE (R)
APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP87470

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 87470

LOT	ENT	LOT	ENT	LOT	ENT
1	- 20	2	- 20	3	- 60

NOTATIONS

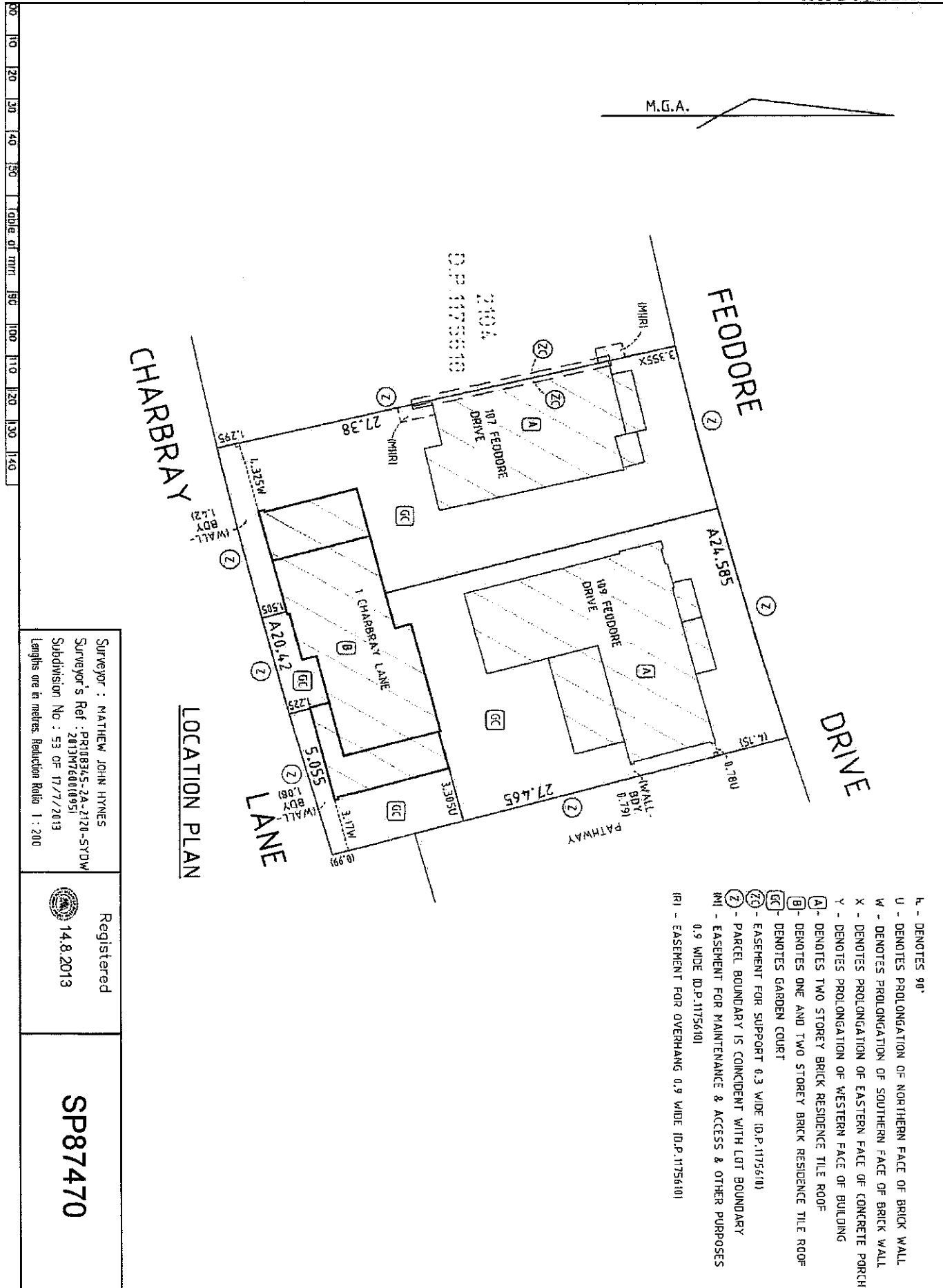
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

053692

PRINTED ON 10/2/2021

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- H - DENOTES 90°
- U - DENOTES PROLONGATION OF NORTHERN FACE OF BRICK WALL
- W - DENOTES PROLONGATION OF SOUTHERN FACE OF BRICK WALL
- X - DENOTES PROLONGATION OF EASTERN FACE OF CONCRETE PORCH
- Y - DENOTES PROLONGATION OF WESTERN FACE OF BUILDING
- A - DENOTES TWO STOREY BRICK RESIDENCE TILE ROOF
- B - DENOTES ONE AND TWO STOREY BRICK RESIDENCE TILE ROOF
- C - DENOTES GARDEN COURT
- D - EASEMENT FOR SUPPORT 0.3 WIDE (D.P. 1175610)
- E - PARCEL BOUNDARY IS COINCIDENT WITH LOT BOUNDARY
- F - EASEMENT FOR MAINTENANCE & ACCESS & OTHER PURPOSES 0.9 WIDE (D.P. 1175610)
- G - EASEMENT FOR OVERHANG 0.9 WIDE (D.P. 1175610)

LOCATION PLAN

CHARBRAY LANE

FEODORE DRIVE

FEODORE DRIVE

Surveyor: MATHEW JOHN HYNES
 Surveyor's Ref: PR108345-2A-2120-SYDW
 Subdivision No: 53 OF 17/7/2013
 Lengths are in metres. Reduction Ratio 1:200



Registered

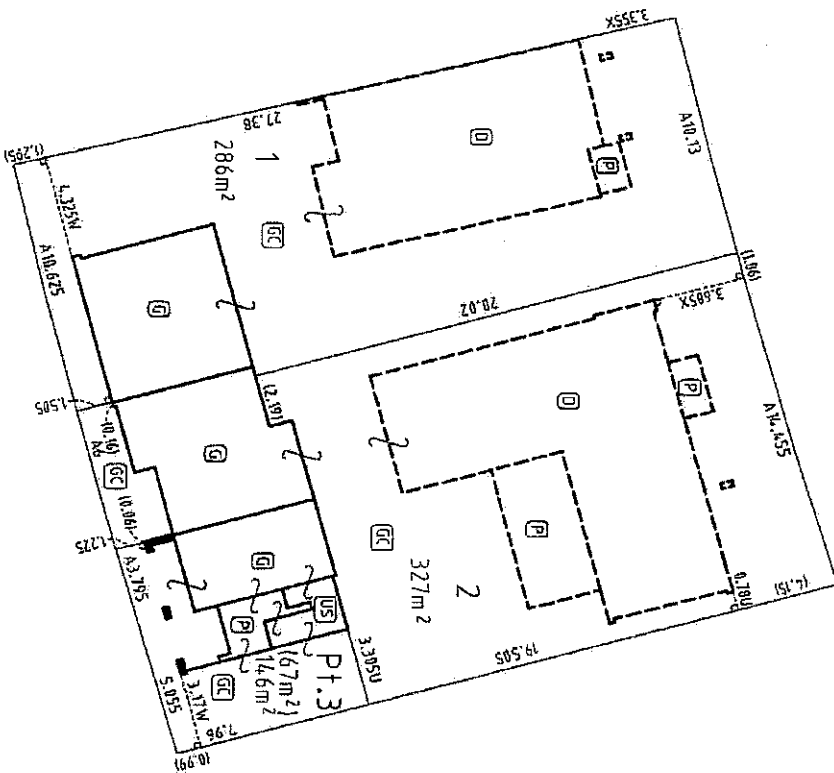
14.8.2013

SP87470

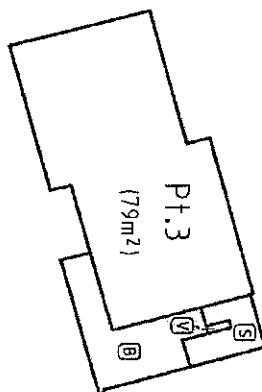
30 40 50 60 70 80 90 100 110 120 130 140

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140
 Scale of mm

GROUND FLOOR PLAN



FIRST FLOOR PLAN



M.G.A.

- L - DENOTES 90°
- B - DENOTES BALCONY AND IS LIMITED IN HEIGHT TO 2.8m ABOVE ITS HARD SURFACE EXCEPT WHERE COVERED IN THIS LIMIT
- D - THE BUILDING SITUATED WHOLLY WITHIN THAT PART OF LOT 1 DESIGNATED "D" FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY
- D - THE BUILDING SITUATED WHOLLY WITHIN THAT PART OF LOT 2 DESIGNATED "D" FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY
- G - DENOTES GARAGE
- P - DENOTES PORCH AND IS FULLY COVERED
- GC - DENOTES GARDEN COURT
- US - DENOTES UNDER STAIRS AND ARE FULLY COVERED
- S - DENOTES STAIRS AND ARE LIMITED IN HEIGHT TO 2.8m ABOVE THEIR HARD SURFACE EXCEPT WHERE COVERED IN THIS LIMIT
- V - DENOTES VOID
- GARDEN COURTS ARE LIMITED IN HEIGHT FROM 2 BELOW TO 2.8 ABOVE THE UPPER SURFACE OF THE CONCRETE SLAB OF THE GROUND FLOOR OF THE BUILDING ERECTED ON THEIR RESPECTIVE LOTS EXCEPT WHERE COVERED WITHIN THIS LIMIT
- AREAS INCLUDE GARAGES, GARDEN COURTS, PORCH AND UNDER STAIRS ARE APPROXIMATE AND ARE CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (PREHELD DEVELOPMENT) ACT 1973
- THE PARTS OF LOT 1 & 2 DESIGNATED "D" ARE LIMITED IN HEIGHT FROM 2 BELOW TO 10 ABOVE THE UPPER SURFACE OF THE CONCRETE SLAB OF THE GROUND FLOOR OF THE BUILDING ERECTED THEREIN
- ANY OVERHANG ATTACHED TO THAT PART OF LOT 1 DESIGNATED "D" FORMS PART OF LOT 1 AND IS NOT COMMON PROPERTY
- ANY OVERHANG ATTACHED TO THAT PART OF LOT 2 DESIGNATED "D" FORMS PART OF LOT 2 AND IS NOT COMMON PROPERTY
- ANY SERVICES LINES WITH ONE LOT SERVICING ANOTHER LOT ARE COMMON PROPERTY
- U - PROLONGATION OF NORTHERN FACE OF BRICK WALL
- W - PROLONGATION OF SOUTHERN FACE OF BRICK WALL
- X - PROLONGATION OF WESTERN FACE OF BRICK WALL


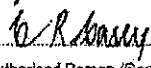
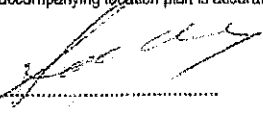
Surveyor : MATHEW JOHN HYNES
 Surveyor's Ref : PR108345-2A-270-SYDW
 2013M760010951
 Subdivision No : 53 OF 17/7/2013
 Lengths are in metres. Reduction Ratio 1 : 200

Registered
 14.8.2013


SP87470

STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)
Office Use Only	Office Use Only	
Registered:  14.8.2013 Purpose: STRATA PLAN	SP87470	
PLAN OF SUBDIVISION OF LOT 2120 D.P. 1175610	LGA: LIVERPOOL Locality: ELIZABETH HILLS Parish: CABRAMATTA County: CUMBERLAND	
<p style="text-align: center;">Strata Certificate (Approved Form 5)</p> <p>(1) *The Council of <u>City of Liverpool</u> *The Accredited Certifier Accreditation No. has made the required inspections and is satisfied that the requirements of; *(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 30 Strata Schemes (Freehold Development) Regulation 2012, *(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 24 of the Strata Schemes (Leasehold Development) Regulation 2012, have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.</p> <p>(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p>*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</p> <p>*(4) The building encroaches on a public place and; *(a) The Council does not object to the encroachment of the building beyond the alignment of *(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.</p> <p>*(5) This approval is given on the condition that lot(s) ^..... are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 66 of the Strata Schemes (Leasehold Development) Act 1986.</p> <p>Date: <u>17-7-2013</u> Subdivision No. <u>53</u> Relevant Development Consent No. <u>1357/11</u> issued by <u>Liverpool City Council</u>  Authorised Person / General Manager Accredited Certifier <u>Concl. File 1357/11</u></p> <p>* Strike through if inapplicable. ^ Insert lot numbers of proposed utility lots.</p>	Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only) The Owners – Strata Plan No 87470 Mirvac Homes (NSW) Pty Ltd Level 26, 60 Margaret Street SYDNEY NSW 2000	
<p style="text-align: center;">Surveyor's Certificate (Approved Form 3)</p> I, Mathew John Hynes of RPS Australia East Pty Ltd a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that: (1) Each applicable requirement of * Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met * Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met; (2) (a) The building encroaches on a public place; (b) The building encroaches on land (other than a public place), and an appropriate easement has been created by ^..... to permit the encroachment to remain. *(3) The survey information recorded in the accompanying location plan is accurate. <p style="text-align: right;">Signature:  Date: 2nd May 2013</p> <p>* Strike through if inapplicable. ^ (insert the Deposited Plan Number or Dealing Number of the instrument that created the easement)</p>	The adopted by-laws for the scheme are: * A..... Model By-laws: * together with, Keeping of animals: Option *A/*B/*C * By-laws in 4 sheets filed with plan. * strike out whichever is inapplicable ^ Insert the type to be adopted (Schedules 2 - 7 SSM Regulation 2010)	
Use STRATA PLAN FORM 3A for certificates, signatures and seals	SURVEYOR'S REFERENCE: <u>PR108345-2A-2120-SYDW 2013 M7600(095)</u>	

STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection


STRATA PLAN ADMINISTRATION SHEET		Sheet 2 of 2 sheet(s)
Registered:  14.8.2013 PLAN OF SUBDIVISION OF LOT 2120 D.P. 1175610	SP87470	
Office Use Only Subdivision Certificate number: <u>53</u> Date of endorsement: <u>17-7-2013</u>	Office Use Only This sheet is for the provision of the following information as required: • A Schedule of Unit Entitlements. • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> . • Signatures and seals - see 195D <i>Conveyancing Act 1919</i> . • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	

SCHEDULE OF UNIT ENTITLEMENT
 (If space is insufficient use additional annexure sheet)

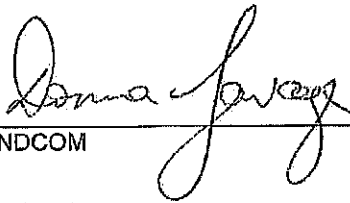
LOT No.	ENTITLEMENT
1	20
2	20
3	60
AGGREGATE	100

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

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



 Signature of Witness



 LANDCOM

Name of Witness: JACQUELINE McKEON
 Address of Witness: LEVEL 14, 60 STATION ST EAST
PARRAMATTA NSW 2150

If space is insufficient use additional annexure sheet.

Surveyor's Reference: PR108345-2A-2120-SYDW 2013 M7 600 (095)

SP87470

Approved Form 27

By-Laws

Instrument setting out the terms of by-laws to be created upon registration of the Strata plan.

It is intended to adopt residential model by-laws with keeping of animals option B together with the following by-laws:

By-Law 21: Hotwater Service

- 21.1 In this by-law, **Hotwater Service** means the hotwater service located on that part of the common property being the roof of the building on which Lot 3 is located and includes any related plant, conduits and equipment located in and forming part of the common property.
- 21.2 The Owner of Lot 3 shall have the exclusive use and enjoyment of the Hotwater Service and the exclusive right to use the area of common property where the Hotwater Service is located.
- 21.3 The Owner of Lot 3 is responsible for the repair, maintenance and replacement of the Hotwater Service and that part of the common property on which it is located, and must not alter the location of the Hotwater Service without the prior consent of the Owners Corporation.
- 21.4 The Owner of Lot 3 may not replace the Hotwater Service without the prior written consent of the Owners Corporation (which may not be unreasonably withheld), unless the Hotwater Service is replaced with a hotwater service of substantially the same or superior standard, and of substantially the same dimensions and capacity.
- 21.5 Damage to the Hotwater Service or that part of the common property on which it is located, and any adjacent common property caused by the Owner or Occupier of Lot 3 or any authorised user must be made good by and at the cost of that Owner or Occupier in a proper and workmanlike manner and to the reasonable satisfaction of the Owners Corporation.
- 21.6 The Owner of Lot 3 must keep the Owners Corporation indemnified from and against claims and liability of any kind or expenses incurred by the Owners Corporation arising out of the rights conferred by this by-law.
- 21.7 The Owner of Lot 3 may allow any Occupier of that lot to exercise the rights of exclusive use of the Owner under this by-law 21. The Owner of Lot 3 remains liable under this by-law for all obligations under this by-law 21.

SP87470

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By-Law 22: Metal Window Coverings

- 22.1 In this by-law, **Metal Window Coverings** means the metal window coverings adjacent to Lot 3 located on that part of the common property being level 1 of the building in which Lot 3 is located.
- 22.2 The Owner of Lot 3 shall have exclusive use and enjoyment of the Metal Window Coverings and the exclusive right to use the area of common property where the Metal Window Coverings are located.
- 22.3 The Owner of Lot 3 is responsible for the repair, maintenance and replacement of the Metal Window Coverings and that part of the common property on which they are located.
- 22.4 The Owner of Lot 3 may not replace the Metal Window Coverings without the prior written consent of the Owners Corporation (which may not be unreasonably withheld), unless the Metal Window Coverings are replaced with metal window coverings of substantially the same or superior standard, and of substantially the same dimensions and capacity.
- 22.5 Damage of the Metal Window Coverings or that part of the common property on which they are located, and any adjacent common property caused by the Owner or Occupier of Lot 3 or any Authorised User must be made good by and at the cost of that Owner or Occupier in a proper and workmanlike manner and to the reasonable satisfaction of the Owners Corporation.
- 22.6 The Owner of Lot 3 must keep the Owners Corporation indemnified from and against claims and liability of any kind or expenses incurred by the Owners Corporation arising out of the rights conferred by this by-law.
- 22.7 The Owner of Lot 3 may allow any Occupier of that lot to exercise the rights of exclusive use of the Owner under this by-law 22. The Owner of Lot 3 remains liable under this by-law for all obligations under this by-law 22.

SP87470

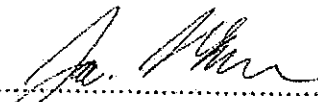
By-Law 23 Drainage pipes

- 23.1 In this by-law, Drainage Pipes means the drainage pipes located on that part of the common property being the face of the building on which Lot 3 is located and includes any related plant, pipes, conduits and equipment located in and forming part of the common property.
- 23.2 The Owner of Lot 3 shall have the exclusive use and enjoyment of the drainage pipes and the exclusive right to use the area of common property where drainage pipes are located.
- 23.3 The Owner of Lot 3 is responsible for the repair, maintenance and replacement of the drainage pipes and that part of the common property on which it is located, and must not alter the location of the drainage pipes without the prior consent of the Owners Corporation.
- 23.4 The Owner of Lot 3 may not replace the drainage pipes without the prior written consent of the Owners Corporation (which may not be unreasonably withheld), unless the drainage pipes are replaced with drainage pipes of substantially the same or superior standard, and of substantially the same dimensions and capacity.
- 23.5 Damage to the drainage pipes or that part of the common property on which it is located, and any adjacent common property caused by the Owner or Occupier of Lot 3 or any authorised user must be made good by and at the cost of that Owner or Occupier in a proper and workmanlike manner and to the reasonable satisfaction of the Owners Corporation.
- 23.6 The Owner of Lot 3 and its experts and consultants, are granted access over Lots 1 and 2 for the purpose of carrying out repairs and replacement of the drainage pipes as required. In exercising this right to access the Owner of Lot 1 must cause as little inconvenience as possible to the Owners of Lots 1 and 2 and must rectify any damage caused to Lots 1 and 2.
- 23.7 The Owner of Lot 3 must keep the Owners Corporation indemnified from and against claims and liability of any kind or expenses incurred by the Owners Corporation arising out of the rights conferred by this by-law.
- 23.8 The Owner of Lot 3 may allow any Occupier of that lot to exercise the rights of exclusive use of the Owner under this by-law 23. The Owner of Lot 3 remains liable under this by-law for all obligations under this by-law 23.

SP87470

ePlan

Signed by me DONNA SAVAGE .
as Delegate of Landcom who hereby declares that he/she has no
Notice of the revocation of the delegation in the presence of:


.....
Signature of Witness


.....
Landcom

JACQUELINE MCKEON
.....
Name of Witness (print)

LEVEL 4, GO STATION ST PARRAMATTA NSW 2154.
.....
Address of Witness (print)

REGISTERED



14.8.2013

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

**TRANSFER
INCLUDING COVER**
New South Wales
Real Property Act 1900



9560474X

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

STAMP DUTY

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

(A) TORRENS TITLE

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

(B) LODGED BY

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

(C) TRANSFEROR

LANDCOM

(D)

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

(E)

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

(F)

Encumbrances (if applicable):

(G) TRANSFEREE

ROADS & TRAFFIC AUTHORITY OF NEW SOUTH WALES

TENANCY:

(H)

DATE

24 / 04 / 2003

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

Signature of witness:

Name of witness:

Address of witness:

**RACHEL TYRA
LANDCOM
PARRAMATTA**

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

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

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

Mary Macken

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

Signature:

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

NO forwarded

Form: 01TCV*

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

(K) Dated: 24 / 04 / 2003

From: LANDCOM

To: ROADS & TRAFFIC AUTHORITY OF NEW SOUTH WALES

(L) Land benefited by covenant: 24/1042996

Land burdened by covenant: 21/1042996

(M) Terms of the covenant:

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

AND IT IS AGREED AND DECLARED THAT:-

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

RACHEL TYRA
LANDCOM
PARRAMATTA



(N) Signature of witness:

Signature of witness:

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



Signature of transferor:

Signature of transferee:
Solicitor



Pat Spithill

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

**TRANSFER
INCLUDING COVER**
New South Wales
Real Property Act 1900



9560474X

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

STAMP DUTY

Office of State Revenue use only	
NEW SOUTH WALES DUTY 17-04-2003 0001367316-001 SECTION 01HR LEGN-ORIGINAL STAMP DUTY	

(A) TORRENS TITLE

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

(B) LODGED BY

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

(C) TRANSFEROR

LANDCOM

(D)

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

(E)

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

(F)

Encumbrances (if applicable):

(G) TRANSFEREE

ROADS & TRAFFIC AUTHORITY OF NEW SOUTH WALES
TENANCY:

(H)

DATE

24 / 04 / 2003

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

Signature of witness:

Name of witness:

Address of witness:

**RACHEL TYRA
LANDCOM
PARRAMATTA**

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

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

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

Mary Macken

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

Signature:

John J. Cotter
Signatory's name: **JOHN J. COTTER** Pat Spithill
Signatory's capacity: Solicitor for the transferee

NO forwarded

Form: OITCV

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

(K) Dated: 24 / 04 / 2003

From: LANDCOM

To: ROADS & TRAFFIC AUTHORITY OF NEW SOUTH WALES

(L) Land benefited by covenant: 24/1042996

Land burdened by covenant: 21/1042996

(M) Terms of the covenant:

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

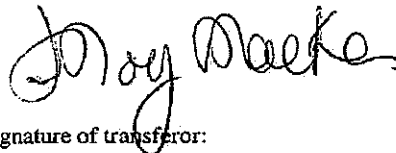
RACHEL TYRA
LANDCOM
PARRAMATTA



(N) Signature of witness:

Signature of witness:

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



Signature of transferor:

Signature of transferee:
Solicitor

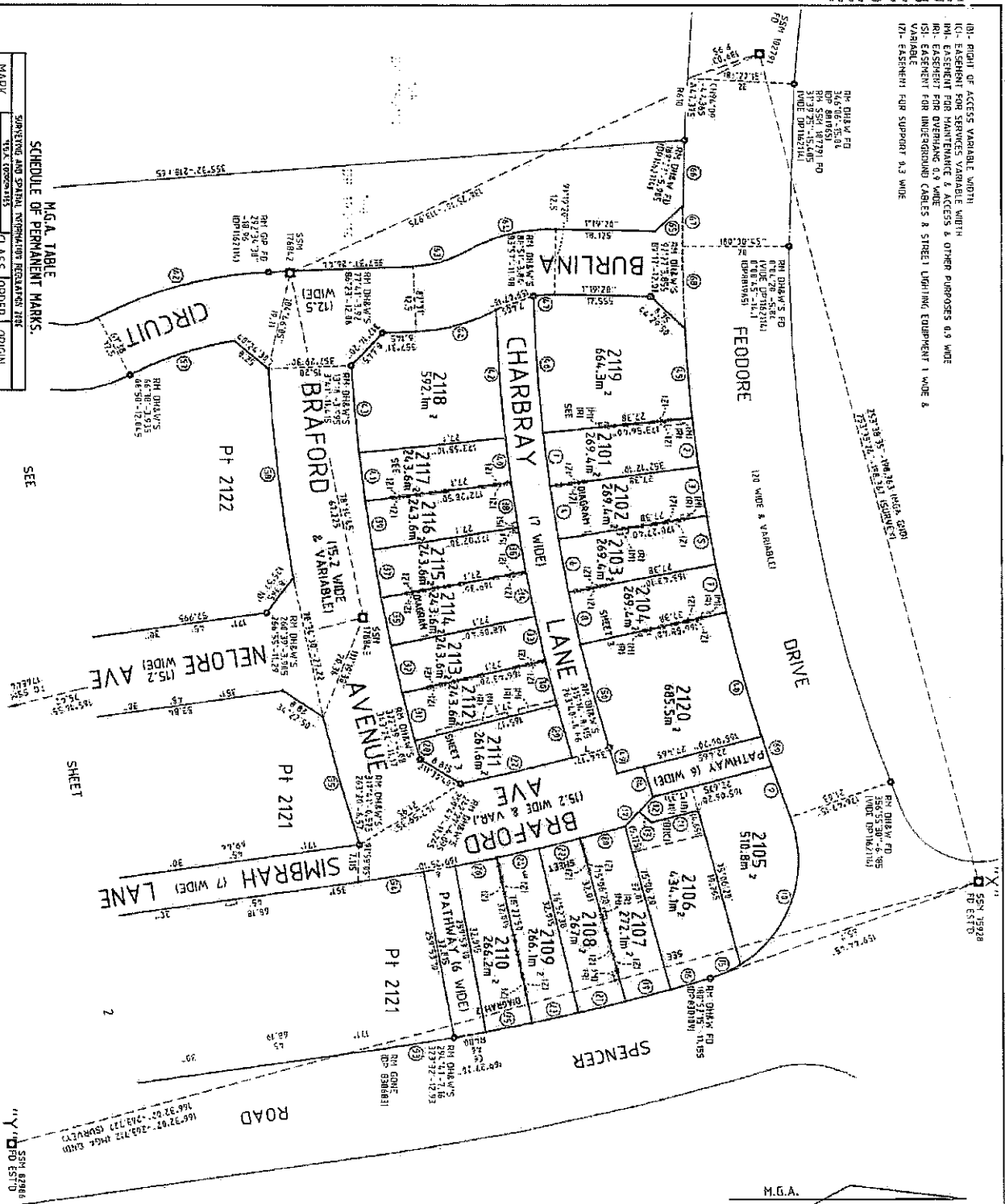


Pat Spithill

PLAN 2111

- (0) - RIGHT OF ACCESS VARIABLE WIDTH
- (1) - EASEMENT FOR SERVICES VARIABLE WIDTH
- (2) - EASEMENT FOR MAINTENANCE & ACCESS & OTHER PURPOSES 0.3 WIDE
- (3) - EASEMENT FOR OVERHANG 0.9 WIDE
- (4) - EASEMENT FOR UNDERGROUND CABLES & STREET LIGHTING EQUIPMENT 1 WIDE & VARIABLE
- (5) - EASEMENT FOR SUPPORT 0.3 WIDE

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	ARC	RADIUS
1	67°4.3'	10.255	333.38
2	267°47.2'	9.42	310
3	91°7.5'	9.42	310
4	267°47.2'	10.255	333.38
5	77°35.2'	0.425	310
6	259°34.3'	0.355	310
7	175°30.3'	9.126	310
8	257°51.4'	0.255	337.38
9	258°27.5'	0.345	310
10	258°27.5'	31.88	2137
11	305°06.2'	8.285	
12	131°51.5'	3.41	
13	221°13.5'	3.465	
14	77°52.4'	6	
15	157°16.5'	6.25	
16	162°32.0'	7.235	
17	162°32.0'	7.235	
18	162°32.0'	3.81	
19	162°32.0'	8.5	
20	344°36.4'	8.5	
21	165°33.3'	8.835	
22	145°53.3'	7.245	
23	167°08.0'	8.255	
24	167°08.0'	8.255	
25	168°24.0'	6.235	
26	348°20.0'	7.895	
27	165°34.2'	21.5	
28	253°39.5'	3.175	
29	172°22.2'	10.565	
30	170°01.8'	8.65	
31	256°00.0'	9.33	
32	257°26.3'	9.33	
33	177°24.3'	8.65	
34	178°21.1'	8.65	
35	228°33.3'	9.33	
36	161°15.0'	8.65	
37	261°15.0'	9.33	
38	167°54.0'	8.65	
39	261°15.0'	9.33	
40	261°15.0'	8.65	
41	167°12.0'	8.65	
42	165°57.4'	24.585	
43	265°17.2'	16.73	
44	344°17.2'	16.73	
45	55°21.4'	16.73	
46	264°10.0'	76.31	
47	165°30.0'	3.885	
48	71°42.6'	24.585	
49	253°14.4'	5.895	
50	253°14.4'	20.47	
51	170°42.6'	12.065	
52	170°42.6'	12.03	
53	171°42.6'	25.215	
54	341°19.0'	40.12	
55	83°33.3'	44.115	
56	344°34.3'	32.29	
57	345°34.3'	44.95	
58	345°34.3'	17.26	
59	315°35.9'	7.42	
60	271°20.7'	12.085	
61	167°21.5'	7.895	
62	267°31.8'	15.875	
63	267°31.8'	15.89	
64	267°31.8'	6.81	
65	267°31.8'	6.81	
66	267°31.8'	311	

SCHEDULE OF PERMANENT MARKS

MARK	CLASS	ORDER	ORIGIN
SSM 15118	WINDY	2	SSM
SSM 15119	WINDY	2	SSM
SSM 15120	WINDY	2	SSM
SSM 15121	WINDY	2	SSM
SSM 15122	WINDY	2	SSM
SSM 15123	WINDY	2	SSM
SSM 15124	WINDY	2	SSM
SSM 15125	WINDY	2	SSM
SSM 15126	WINDY	2	SSM
SSM 15127	WINDY	2	SSM
SSM 15128	WINDY	2	SSM
SSM 15129	WINDY	2	SSM
SSM 15130	WINDY	2	SSM
SSM 15131	WINDY	2	SSM
SSM 15132	WINDY	2	SSM
SSM 15133	WINDY	2	SSM
SSM 15134	WINDY	2	SSM
SSM 15135	WINDY	2	SSM
SSM 15136	WINDY	2	SSM
SSM 15137	WINDY	2	SSM
SSM 15138	WINDY	2	SSM
SSM 15139	WINDY	2	SSM
SSM 15140	WINDY	2	SSM
SSM 15141	WINDY	2	SSM
SSM 15142	WINDY	2	SSM
SSM 15143	WINDY	2	SSM
SSM 15144	WINDY	2	SSM
SSM 15145	WINDY	2	SSM
SSM 15146	WINDY	2	SSM
SSM 15147	WINDY	2	SSM
SSM 15148	WINDY	2	SSM
SSM 15149	WINDY	2	SSM
SSM 15150	WINDY	2	SSM
SSM 15151	WINDY	2	SSM
SSM 15152	WINDY	2	SSM
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SSM 15156	WINDY	2	SSM
SSM 15157	WINDY	2	SSM
SSM 15158	WINDY	2	SSM
SSM 15159	WINDY	2	SSM
SSM 15160	WINDY	2	SSM
SSM 15161	WINDY	2	SSM
SSM 15162	WINDY	2	SSM
SSM 15163	WINDY	2	SSM
SSM 15164	WINDY	2	SSM
SSM 15165	WINDY	2	SSM
SSM 15166	WINDY	2	SSM
SSM 15167	WINDY	2	SSM
SSM 15168	WINDY	2	SSM
SSM 15169	WINDY	2	SSM
SSM 15170	WINDY	2	SSM
SSM 15171	WINDY	2	SSM
SSM 15172	WINDY	2	SSM
SSM 15173	WINDY	2	SSM
SSM 15174	WINDY	2	SSM
SSM 15175	WINDY	2	SSM
SSM 15176	WINDY	2	SSM
SSM 15177	WINDY	2	SSM
SSM 15178	WINDY	2	SSM
SSM 15179	WINDY	2	SSM
SSM 15180	WINDY	2	SSM
SSM 15181	WINDY	2	SSM
SSM 15182	WINDY	2	SSM
SSM 15183	WINDY	2	SSM
SSM 15184	WINDY	2	SSM
SSM 15185	WINDY	2	SSM
SSM 15186	WINDY	2	SSM
SSM 15187	WINDY	2	SSM
SSM 15188	WINDY	2	SSM
SSM 15189	WINDY	2	SSM
SSM 15190	WINDY	2	SSM
SSM 15191	WINDY	2	SSM
SSM 15192	WINDY	2	SSM
SSM 15193	WINDY	2	SSM
SSM 15194	WINDY	2	SSM
SSM 15195	WINDY	2	SSM
SSM 15196	WINDY	2	SSM
SSM 15197	WINDY	2	SSM
SSM 15198	WINDY	2	SSM
SSM 15199	WINDY	2	SSM
SSM 15200	WINDY	2	SSM

SEE SHEET

Surveyor: MATTHEW JOHN HINKS
 Date of Survey: 24th SEPTEMBER 2012
 Surveyor's Ref: PR108345-2A
 -SYDW

PLAN OF SUBDIVISION OF LOT 102 IN DP 1162714

LGA: Liverpool
 Locality: ELIZABETH HILLS
 Subdivision No: 27
 Lengths are in metres. Reduction Ratio: 1:500

Registered 3.6.2013
 DP1175610

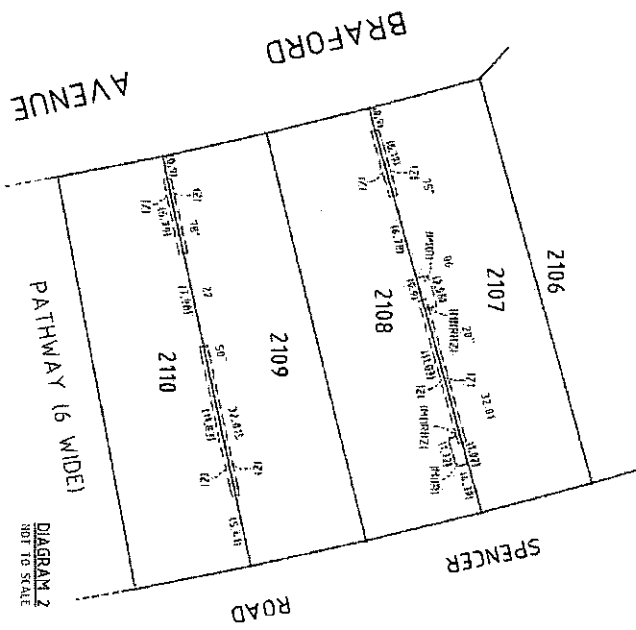
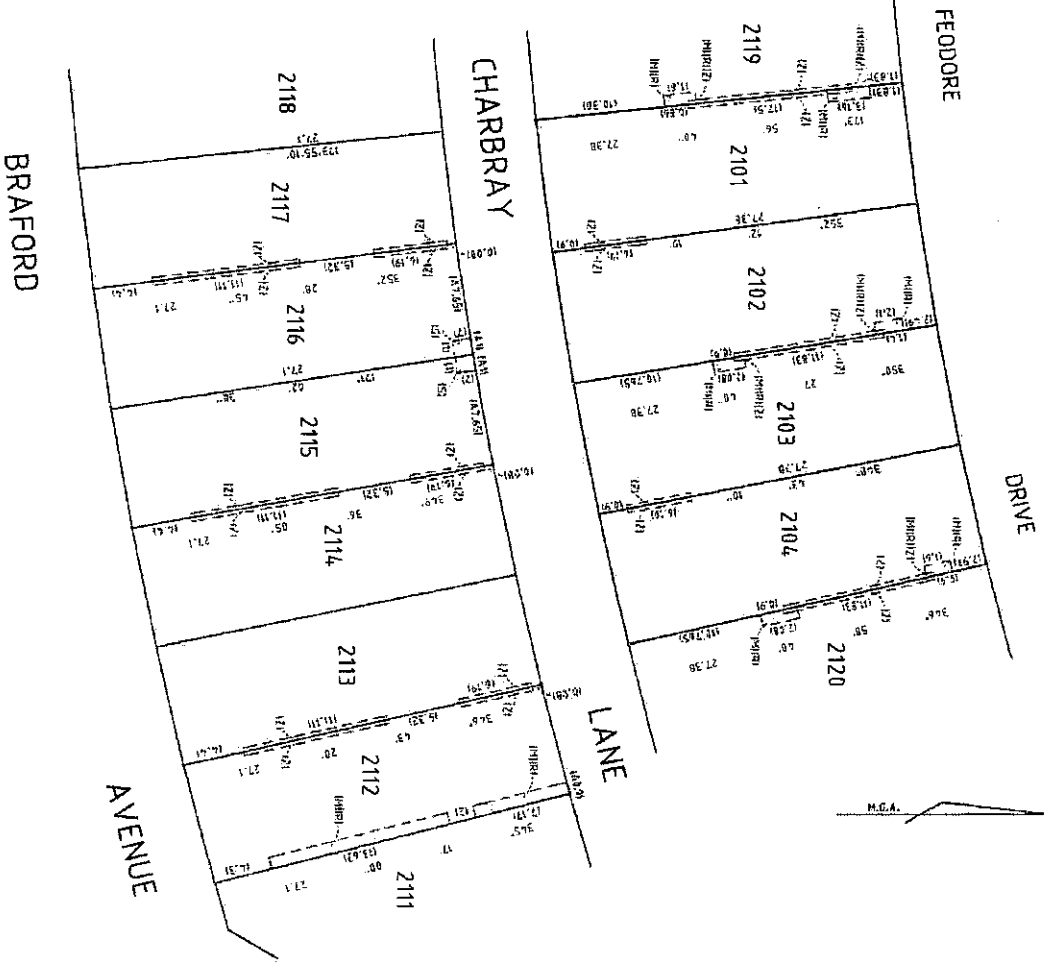


DIAGRAM 1
NOT TO SCALE

DIAGRAM 2
NOT TO SCALE

DI- EASEMENT FOR MAINTENANCE & ACCESS & OTHER PURPOSES 0.9 WIDE
 RI- EASEMENT FOR OVERHANG 0.9 WIDE
 SI- EASEMENT FOR UNDERGROUND CABLES & STREET LIGHTING EQUIPMENT 1 WIDE & VARIABLE
 EI- EASEMENT FOR SUPPORT 0.3 WIDE

Surveyor: MATTHEW JOHN WINES Date of Survey: 24th SEPTEMBER 2012 Surveyor's Ref: PR108365-2A -STOW	PLAN OF SUBDIVISION OF LOT 102 IN DP 11627114	LGA: WYVERN Locality: BRAFRORD Subdivision No: 77 Lot(s) on which Boundary Beld: 1-528	Registered 3.6.2013	DP1175610
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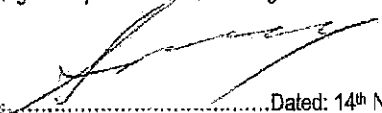

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 54 sheet(s)

Registered:  3.6.2013 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only Office Use Only <h1 style="text-align: center;">DP1175610</h1>
PLAN OF SUBDIVISION OF LOT 102 IN D.P. 1162114	LGA: LIVERPOOL Locality: ELIZABETH HILLS Parish: CABRAMATTA County: CUMBERLAND
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	<h3 style="text-align: center;">Survey Certificate</h3> I, Mathew John Hynes of RPS Australia East Pty Ltd a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 24th September 2012 *(b) The part of the land shown in the plan ([^] being/ [^] excluding [^]) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature:  Dated: 14 th November 2012 Surveyor ID: 3761 Datum Line: "X" - "Y" Type: *Urban/Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
<h3 style="text-align: center;">Subdivision Certificate</h3> I, <u>Carl Randolph Casey</u> *Authorised Person/ General Manager / Accredited Certifier , certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: <u>Liverpool City Council</u> Date of endorsement: <u>7-5-2013</u> Subdivision Certificate number: <u>27</u> File number: <u>1357/111</u> *Strike through if inapplicable.	Statements of intention to dedicate public roads, public reserves and drainage reserves. It is Intended to dedicate Burlina Circuit 12.5 wide and variable, Braford Avenue 15.2 wide and variable, Nelore Avenue 15.2 wide, Simbrah Lane 7 wide, Brahman Lane 7 wide, Charolais Avenue 7 wide, Charbray Lane 7 wide and their splay corners to the Public as Public Road It is intended to dedicate the Pathway 6 wide to the Public as Public Road Plans used in the preparation of survey. D.P. 1162114 D.P. 881965 D.P. 830109 D.P. 838683 D.P. 849231 If space is insufficient continue on PLAN FORM 6A
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: PR108345-2A SYDW


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:  3.6.2013

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 102 IN D.P.
1162114

DP1175610

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

Subdivision Certificate number: 27

Date of Endorsement: 7-5-2013

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

1. Right of Access Variable Width (B)
2. Easement for Services Variable Width (C)
3. Easement for Maintenance and Access and Other Purposes 0.9 wide (M)
4. Easement for Underground Cables & Street Lighting Equipment 1 wide (S) *e variable*
5. Easement for Support 0.3 wide (Z)
6. Easement for Padmount Substation 2.82 wide (E)
7. Restriction on the Use of Land (K)
8. Restriction on the Use of Land (L)
9. Restriction on the Use of Land
10. Easement for Overhang 0.9 wide (R)

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

1. Easement for Underground Cables 1 wide (DP1167815)

Street addresses of all lots not available not available at the date of survey

If space is insufficient use additional annexure sheet

Surveyor's Reference: PR108345-2A SYDW


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of ~~4~~ 5 sheet(s)

Registered:  3.6.2013 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 102 IN D.P.
1162114

DP1175610

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

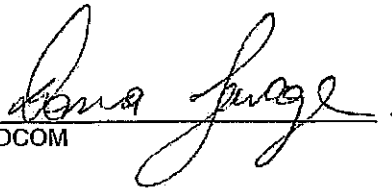
Subdivision Certificate number: 27

Date of Endorsement: 7-5-2013

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



Signature of Witness


LANDCOM

Name of Witness: Mairie Podroth
Address of Witness: 2/2 Burbank Pl
Northwest

If space is insufficient use additional annexure sheet

Surveyor's Reference: PR108345-2A SYDW


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of ~~4~~⁴ sheet(s)

Registered:  3.6.2013

Office Use Only

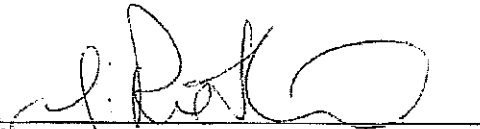
Office Use Only

PLAN OF SUBDIVISION OF LOT 102 IN D.P.
1162114

DP1175610

Subdivision Certificate number: 27
Date of Endorsement: 7-5-2013

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



Signature of attorney:
Name of attorney: Geoff Riethmuller
Endeavour Energy

If space is insufficient use additional annexure sheet

Surveyor's Reference: PR108345-2A SYDW

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

ePlan
 (Sheet 1 of 10 sheets)

Plan: **DP1175610**

Subdivision of Lot 102 in D.P.1162114
 Covered by Subdivision Certificate
 No **27** of **7-5-2013**
 Landcom
 Level 2, 330 Church Street
 PARRAMATTA NSW 2124

Full name and address of the owner of the land:

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Access Variable Width (B)	2105 2106	2106 2105
2	Easement for Services Variable Width (C)	2105 2106	2106 2105
3	Easement for Maintenance and Access and Other Purposes 0.9 Wide (M)	2101 2102 2103 2104 2107 2108 2112 2119 2120	2119 2103 2102 2120 2108 2107 2111 2101 2104
4	Easement for Underground Cables & Street Lighting Equipment 1 Wide (S) <i>variable</i>	2115 2116 <i>2121 & 2122</i>	Endeavour Energy
5	Easement for Support 0.3 Wide (Z)	2101 2102 2103 2104 2107 2108 2109 2110 2112 2113 2114 2115 2116 2117 2119 2120	2102 and 2119 2101 and 2103 2102 and 2104 2103 and 2120 2108 2107 2110 2109 2113 2112 2115 2114 2117 2116 2101 2104
6	Easement for Padmount Substation 2.82 Wide (E)	2121	Endeavour Energy
7	Restriction on the Use of Land (K)	2121	Endeavour Energy
8	Restriction on the Use of Land (L)	2121	Endeavour Energy

ePlan

(Sheet 2 of 10 sheets)

Plan: **DP1175610**

Subdivision of Lot 102 in D.P.1162114

Covered by Subdivision Certificate
 No **27** of **7-5-2013**

Full name and address of the owner of the land:

Landcom
 Level 2, 330 Church Street
 PARRAMATTA NSW 2124

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
9	Restriction on the Use of Land	Every Lot	Every other Lot
10	Easement for Overhang 0.9 wide (R)	2101 2102 2103 2104 2107 2108 2112 2119 2120	2119 2103 2102 2120 2108 2107 2111 2101 2104

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Underground Cables 1 wide (DP 1167815)	Lot 102 DP 1162114 (the part affecting Burlina Circuit)	Endeavour Energy

Part 2 (Terms)

1. Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan.

A Right of Access in the terms set out in Part 14 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created but varied to inset the following:

"3 The owner of the lot burdened must:

- a) maintain the driveway surface and any associated drainage system in reasonable working condition; and
- b) repair and/or restore any or all of the driveway surface and associated drainage system as nearly as practicable to its former condition; and
- c) share the costs of the abovementioned works equally with all other proprietors of other lots similarly burdened by this Right of Access

4 The owner of the lot benefited and the owner of the lot burdened acknowledge that it is not the responsibility of Liverpool City Council to determine any dispute in relation to the right of access and any dispute is a civil matter to be resolved by the relevant parties"

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

Liverpool City Council

ePlan

(Sheet 3 of 10 sheets)

Plan: **DP1175610**

Subdivision of Lot 102 in D.P.1162114
Covered by Subdivision Certificate
No **27** of **7-5-2013**

Full name and address of the owner of the land:

Landcom
Level 2, 330 Church Street
PARRAMATTA NSW 2124

2. Terms of easement, profit à prendre, restriction or positive covenant numbered 2 in the plan.

An Easement for Services in the terms set out in Part 11 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created but varied to replace clause 3 of Part 11 of Schedule 8 as follows:

- "3 For the purposes of the easement, domestic services includes supply of water, gas, electricity, telephone and television and discharge of stormwater, sewerage, sullage and other fluid waste.
- 4 The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Liverpool City Council to determine any dispute in relation to the easement for services and any dispute is a civil matter to be resolved between the relevant parties"

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

Liverpool City Council

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

3.1 In this Easement for Maintenance and Access and Other Purposes"

"**easement site**" means that area of the lot burdened shown on the plan as affected by "Easement for Maintenance and Access and other Purposes 0.9 wide.

3.2 Subject to clause 3.3, the owner of the lot benefited may:

- a) With prior reasonable notice given to the owner of the lot burdened, use the easement site for the purpose of the carrying out necessary work (including maintenance and repair) on:
- I. The lot benefited; and
 - II. Any structure belonging to the owner of the lot benefited,
 - III. Which cannot otherwise be reasonably carried out; and
- b) Do anything reasonably necessary for that purpose, including:
- I. Entering into the lot burdened;
 - II. Taking anything onto the lot burdened; and
 - III. Carrying out necessary works.

3.3 The rights under this Easement for Maintenance and Access and Other Purposes are:

- a) Limited to the extent necessary to permit the owner of the lot benefited to maintain and repair any part of:
- I. The lot benefited; and
 - II. Any structure belonging to the owner of the lot benefited.

3.4 In exercising the rights under this clause 3, the owner of the lot benefited must:

- a) Ensure all work on the lot benefited is done properly and carried out as quickly as practicable;

Plan: **DP1175610**
Full name and address of the owner of the land:

ePlan
(Sheet 4 of 10 sheets)
Subdivision of Lot 102 in D.P.1162114
Covered by Subdivision Certificate
No **27** of **7-5-2013**
Landcom
Level 2, 330 Church Street
PARRAMATTA NSW 2124

- b) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- c) Cause as little damage as is practicable to the lot burdened and any improvement on it;
- d) Restore the lot burdened as nearly as is practicable to its former condition; and
- e) Make good any collateral damage

3.5 An Easement to Drain Water in the terms set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

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

Liverpool City Council

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

An Easement for Underground Cables & Street Lighting Equipment in the terms set out in Memorandum 9262885 filed in the office of Land and Property Information New South Wales are incorporated in this document, with the addition of "and street light column and street light equipment" at the end of clause 5.3, subject to changing Integral Energy Australia to Endeavour Energy clause 5.1

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

Endeavour Energy

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

The full right and liberty at all times hereafter to have the existing building and any future building requiring for its stability the same support as the existing building erected upon the lot benefited from the soil and/or existing building erected on the lot burdened, being both lateral and adjacent support, upheld and maintained by the soil and/or existing building erected on the lot burdened.

PROVIDED ALWAYS that this easement of support shall not be constructed to prevent the owner for the time being of the lot burdened or their successors in Title from making excavations or carrying out works of any nature or kind provided that in making any excavation or carrying out works for any purpose sufficient for the existing building or any future building shall be provided, by natural or artificial means and that no excavations or works shall be made of permanent nature without leaving permanent means of support.

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

THE REGISTERED PROPRIETOR OF THE BENEFITING LOT

ePlan

(Sheet 5 of 10 sheets)

Plan: **DP1175610**

Full name and address of the owner of the land:

Subdivision of Lot 102 in D.P.1162114
Covered by Subdivision Certificate
No 27 of 7-5-2013
Landcom
Level 2, 330 Church Street
PARRAMATTA NSW 2124

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

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

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

Endeavour Energy

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

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

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

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

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

3.0 Definitions:

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

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

Endeavour Energy

ePlan

(Sheet 6 of 10 sheets)

Plan: **DP1175610**

Full name and address of the owner of the land:

Subdivision of Lot 102 in D.P.1162114
Covered by Subdivision Certificate
No **27** of **7-5-2013**
Landcom
Level 2, 330 Church Street
PARRAMATTA NSW 2124

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

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

2. **Definitions**

“erect” includes construct, install, build and maintain

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

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

Endeavour Energy

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

1. No fence shall be erected on each lot burdened to divide that lot burdened from any adjoining land owned by Landcom or Landcom's successors (other than purchasers on sale) without the consent of Landcom or Landcom's successors (other than purchasers on sale). Landcom or Landcom's successors must not withhold consent under this restriction if the fencing is erected without expense to Landcom or its successors (other than purchasers on sale) and in favour of any person dealing with the purchaser or the purchaser's assigns. The consent of Landcom or Landcom's successors is deemed to have been given in respect of every such fence which is erected as at the date of registration of the Deposited Plan to which this instrument relates. This restriction in regard to fencing shall be binding on a purchaser, the purchaser's executors and administrators and assigns only during the ownership of the said adjoining lands by Landcom or its successors (other than purchasers on sale).
2. No advertising hoarding sign or matter displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Landcom or its successors (other than purchasers on sale).
3. No boats, trailers, caravans or any other towable item may be parked on or in a lot burdened if the boat, trailer, caravan or other towable item is visible from a road, footpath, park and the like.
4. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot burdened.
5. No more than one dwelling may be erected on a lot burdened.
6. The lot burdened may not be subdivided.
7. No building may be altered on a lot burdened in such a way as to create another dwelling unless the owner of the lot burdened obtains the consent of Landcom or its successors (other than purchasers on sale).
8. This restriction on the use of land shall cease to have effect on the earlier of:

ePlan

(Sheet 7 of 10 sheets)

Plan: **DP1175610**

Full name and address of the owner of the land:

Subdivision of Lot 102 in D.P.1162114
Covered by Subdivision Certificate
No **27** of **7-5-2013**
Landcom
Level 2, 330 Church Street
PARRAMATTA NSW 2124

- a. 12 months after the date that Landcom or its successor in title (other than purchasers on sale) no longer is the registered proprietor of any lot or part of any lot in the Deposited Plan to which this instrument relates; and
- b. the date seven (7) years after the date of registration of the Deposited Plan to which this instrument relates

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

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

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

10. Terms of easement, profit à prendre, restriction or positive covenant numbered 10 in the plan.

An Easement for Overhang in the terms set out in Part 10 Schedule 8 of the Conveyancing Act 1919 (as amended) is created but varied to replace paragraph (a) of Part 10 of Schedule 8 as follows:

- (a) may insist that the eaves and/or gutters and/or downpipes and/or roof structure (the "overhanging structure"), constructed or to be constructed on the lot benefitted, which overhang the lot burdened within the site of the easement may remain, but only to the extent that:
 - I. the eave overhang is contained wholly within the easement and the eave does not overhang the burdened lot by more than 450mm; and
 - II. the combined wave and gutter overhang is contained wholly within the easement and the combined width of the eave and gutter does not overhang the lot burdened by more than 600mm

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

Liverpool City Council

ePlan

(Sheet 8 of 10 sheets)

Plan: **DP1175610**

Full name and address of the owner of the land:

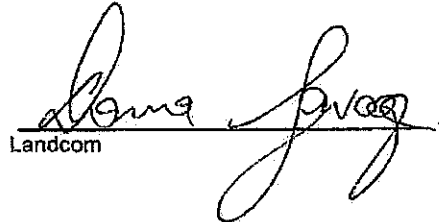
Subdivision of Lot 102 in D.P.1162114
Covered by Subdivision Certificate
No 27 of 7-5-2013
Landcom
Level 2, 330 Church Street
PARRAMATTA NSW 2124

SIGNATURES

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



Witness


Landcom

Marnie Podroth
Name of Witness

2/2 Burbank Pl NORWEST.
Address of Witness

ePlan


(Sheet 9 of 10 sheets)

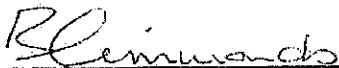
Plan: **DP1175610**

Full name and address of the owner of the land:

Subdivision of Lot 102 in D.P.1162114
Covered by Subdivision Certificate
No 27 of 7-5-2013
Landcom
Level 2, 330 Church Street
PARRAMATTA NSW 2124

Signed on behalf of Endeavour Energy
ABN 59 253 130 878
by its Attorney pursuant to Power of
Attorney Book 4640 No 572 in the
presence of:


Signature of Attorney
Name: Geoff Riethmuller
Position: Network Property Mgr


Signature of Witness

Raymond Simmonds
Name of Witness

20-12-2012
Date of Execution
Reference: URS 12128

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

ePlan

(Sheet 10 of 10 sheets)

Plan: **DP1175610**

Subdivision of Lot 102 in D.P.1162114

Covered by Subdivision Certificate

No **27** of **7-5-2013**

Landcom

Level 2, 330 Church Street

PARRAMATTA NSW 2124

Full name and address of the owner of the land:

Executed by Mirvac Homes (NSW) Pty Limited by the party's attorney pursuant to Power of Attorney registered book 4572 No. 532 who states that no notice of revocation of the Power of Attorney has been received in the presence of:

.....
Signature of Attorney

.....
Signature of Witness

.....
Name of Attorney (block letters)

Name of Witness:
Address of Witness:

.....
Signature of Attorney

.....
Name of Attorney (block letters)

Approved by Liverpool City Council



Authorised Officer

REGISTERED



3.6.2013

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

Ref.: HOLYDAY: 053692:103894
Ppty: 179219

Cert. No.: 4520

Applicant:
BRYDENS CONVEYANCING
PO BOX 1239
LIVERPOOL BC NSW 1871

Receipt No.: 4810718
Receipt Amt.: 53.00
Date: 10-Feb-2021

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

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

Legal Description: LOT 3 SP 87470

Street Address: 1 CHARBRAY LANE, ELIZABETH HILLS NSW 2171

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

Note: Commonly Used Abbreviations:

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



1. Names of relevant planning instruments and DCPs

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

LEPs:

Liverpool LEP 2008

SEPPs*:

SEPP No. 33 – Hazardous and Offensive Development
SEPP No. 50 – Canal Estate Development
SEPP No. 55 – Remediation of Land
SEPP No. 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 (Concurrences and Consents) 2018
SEPP (Primary Production and Rural Development) 2019
SEPP (Koala Habitat Protection) 2019
SEPP (Western Sydney Aerotropolis) 2020
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Affordable Rental Housing) 2009
SEPP (Coastal Management) 2018
SEPP No 19 – Bushland in Urban Areas
SEPP No 21 – Caravan Parks
SEPP No 64 – Advertising and Signage
SEPP (Housing for Seniors or People with a Disability) 2004

Deemed SEPPs*:

Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment

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

Draft LEPs:

Draft Liverpool Local Environmental Plan 2008 (Amendment 82)

Draft SEPPs*:



Draft SEPP (Competition) 2010

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

Liverpool DCP 2008

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

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

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

R1 General Residential - Liverpool LEP 2008

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

Home-based child care; Home occupations

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

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing

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

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

Note: Schedule 1 of an EPI and Clause 53 of the SEPP (Western Sydney Aerotropolis SEPP) 2020 permits certain development which would otherwise be prohibited within a zone. Any clause



Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
Housing Code, Rural Housing Code, Greenfield Housing Code and Low Rise Medium Density 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: Despite information in the table above, Complying development codes do not apply and certain Exempt Codes do not apply or are modified in areas subject to land-use zoning under the SEPP (Western Sydney Aerotropolis) 2020.

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 the Coal Mine Subsidence Compensation Act 2017?

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 any controls from those policies, but it does not confirm if that hazard/risk is present on the land..



Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Landslip hazard	Western Sydney Aerotropolis DCP 2020	No
Bushfire hazard	Liverpool DCP 2008	Yes
	Liverpool Growth Centre Precincts DCP*	No
	Edmondson Park South DCP 2012	No
	Western Sydney Aerotropolis DCP 2020	No
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	Yes
	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
	Western Sydney Aerotropolis DCP 2020	No
Potentially Saline Soils	Liverpool DCP 2008	Yes
	Liverpool Growth Centre Precincts DCP*	No
	Western Sydney Aerotropolis DCP 2020	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

For information about what biodiversity certification means if your property is "Yes, certified" or "Yes, non-certified", please visit: <https://www.environment.nsw.gov.au/topics/animals-and-plants/biodiversity/biodiversity-certification>



10. Biodiversity stewardship sites *

Is the land subject to a Biodiversity stewardship sites under Part 5 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*

Is the land a set aside area under section 60ZC of the Local Land Services Act 2013, as notified of the existence of the set aside area by Local Land Services or the public register?

No

11. Bushfire prone land

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

Yes, all of the land is bushfire prone land

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, schools or TAFE establishment *

(a) Is there a current site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), 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 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. State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

As per the SEPP (Western Sydney Aerotropolis) 2020, ss the land:

(a) Subject to an ANEF or ANEC contour of 20 or greater?

No

(b1) Affected by the 6km Lighting Intensity Area, or Light Control Zone?

No

(b2) Affected by the Windshear Assessment Trigger Area?

No

(c) Affected by the Obstacle Limitation Surface Area?

Yes

(d) Affected by the Public Safety Area on the Public Safety Area Map?

No

(e1) Within the 3km zone of the Wildlife Buffer Zone Map?

No

(e2) Within the 13km zone of the Wildlife Buffer Zone Map?

Yes



Note: the table above only specifies whether the land is impacted by planning controls related to the Western Sydney Airport. Planning controls also relate to the Bankstown Airport, and are not reflected in this table.

23. 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.



Eddie Jackson
Chief Executive Officer
Liverpool City Council

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



Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to Invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with challenge to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bands	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a Sewer service diagram.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Sewer Service Diagram

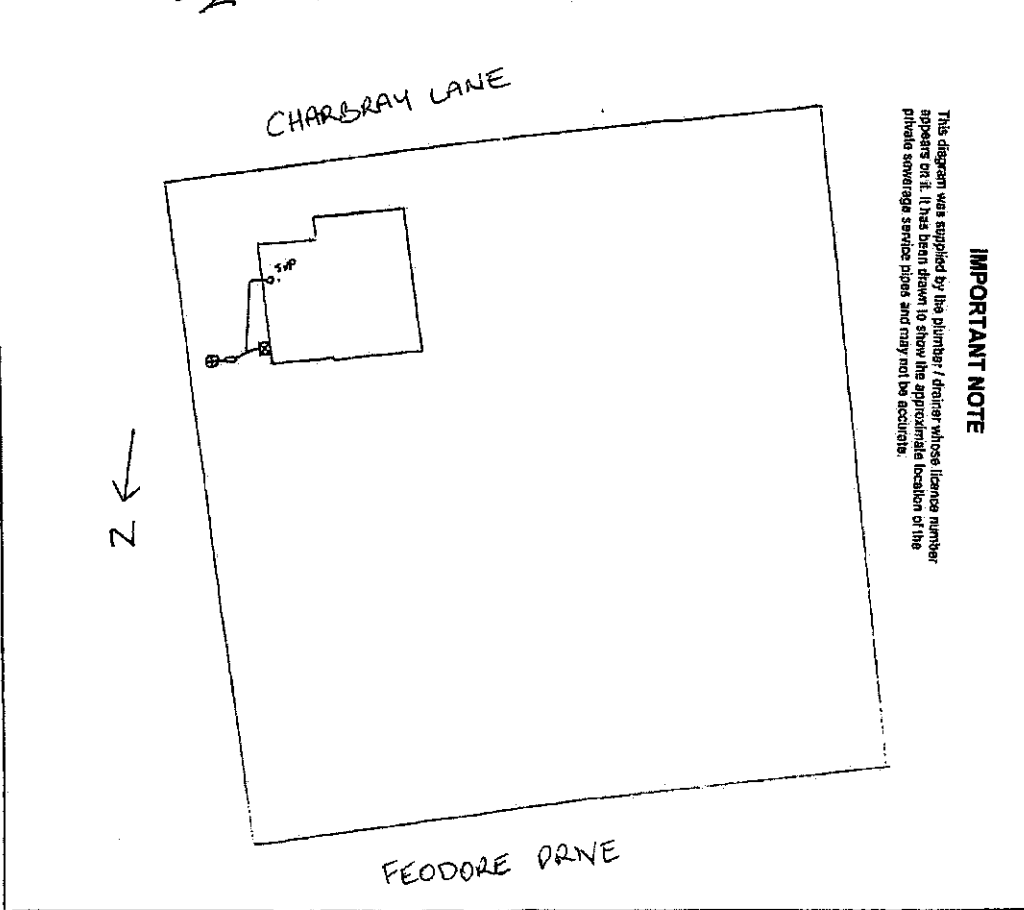
Application Number: 8000429209

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF LIVERPOOL SUBURB OF ELIZABETH HILLS SSD 7023056
 Lot No: 2120 House No. 107-109 STREET FEODORE DR SCALE: 1:200

INDICATES - DRAINAGE FITTINGS		SYMBOLS AND ABBREVIATIONS		INDICATES - PLUMBING FIXTURES & OR FITTINGS		ELEC	
Manhole	Roof Gully	CO	Geon out	Blid	Blid	---E---	Pump Unit
Chamber	Return Valve	OV	Vent Pipe	Shr	Shower	---S---	Boundary Valve
Lampole	Inspection opening	Tr.(L)	Trough laundry	DWR	Dishwashing machine	---B---	Boundary Valve with PIV
Boundary Trap	Vertical Pipe	S	Sink (Kitchen)	FW	Floor waste gully	---M---	Alarm Control Panel
Inspection Shaft	Induct Pipe	WC	Water Closet	CWM	Clothes-washing machine	---L---	LP Stop Valve
PII	Man Flap	BH	Bath Waste	BS	Sink Bar	---A---	LP Air Valve
Grease Interceptor	Rodding Point	B	Bath	LS	Sink Laboratory	---H---	HSV Flow Monitor
Greywater Treatment System	Sloped Junction	AAV	Air Admittance Valve	LR	LP Reducer	---V---	Vacuum Chamber
TMS	Vertical Junction	INDICATES - PLUMBING ON MORE THAN ONE LEVEL		---R---	Rushing Point		
MS	On back Junction	○SVP	Soil Vent Pipe	○WS	Waste Stack		

Licence No. 459270 Licence No.
 Permit/COC No. Permit/COC No.
 Signature [Signature] Date 27/3/13 Signature Date



Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a Service location print.



Final Occupation Certificate

CERTIFICATE NUMBER: 8008963

yours locally

Local Macarthur
Building 1, 21 Elizabeth Street, Camden 2570
PO Box 3190 Narellan 2567
OX 2582 Camden
p 1300 368 534
f 62 4656 2111
web www.localgroup.com.au

Issued under the Environmental Planning and Assessment Act 1979

SUBJECT LAND:	LOT: 3 DP: SP87470 CHARBRAY LANE ELIZABETH HILLS NSW 2171
DESCRIPTION OF WORK:	STUDIO & GARAGES
LIMITATIONS AND/OR EXCLUSIONS:	
BUILDING CLASSIFICATION:	4, 7a

In accordance with the procedure outlined in Clause 151 of the Environmental Planning and Assessment Regulation 2000, the application for this Final Occupation Certificate has been determined as **approved**.

In making this determination, I hereby certify that:

- Development Consent No: DA-1357/2011 dated 10/02/2012 issued by Liverpool City Council is in force with respect to the building.
- Construction Certificate No: 8008963 dated 01/09/2012 has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- Where required, a fire safety certificate has been issued for the building.
- Where required, a report from the Fire Commissioner has been considered.

DOCUMENTS ACCOMPANYING THE APPLICATION:

1. Documentation relied upon and that accompanied the application.
2. Fire Safety Schedule (where required)
3. Record of critical stage inspections

 Craig Hardy BPB0167	3/6/13 Date of Certificate
---	-------------------------------



**Home Warranty Insurance
Certificate of Insurance**



**Home Warranty
Insurance Fund**

QBE Insurance (Australia) Ltd
Level 3, 85 Harrington St
SYDNEY NSW 2000
Phone: 1300 790 723
Fax: 02 8275 9330
ABN: 78 003 191 035
AFS License No: 239545



Policy Number BN0027705BWI-481

MIRVAC HOMES (NSW) PTY LTD
LVL 26, 60 MARGARET ST
SYDNEY NSW 2000

Name of Intermediary
AON HIA (NSW/ACT)
GPO BOX 2188
CANBERRA ACT 2601

Account Number
BN0006684
Date Issued
19/04/2012

Policy Schedule Details

Certificate in Respect of Insurance

Residential Building Work by Contractors

A contract of insurance complying with sections 92 and 96 of the Home Building Act 1989 has been issued by QBE Insurance (Australia) Limited as agent for and on behalf of the NSW Self Insurance Corporation (SICorp) (ABN 97 369 689 650) who is responsible for management of the Home Warranty Insurance Fund.

In Respect of	NEW SINGLE DWELLING CONSTRUCTION SPECULATIVE
At	LOT 2120/3, CHARBRAY LANE ELIZABETH HILLS NSW 2171
Carried Out By	BUILDER MIRVAC HOMES (NSW) PTY LTD ABN: 22 006 922 998
Contract Date	18/04/2012
Builders Registration No.	U 101738C
Building Owner / Beneficiary	MIRVAC HOMES (NSW) PTY LTD

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

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

Ty Ayscough

IMPORTANT NOTICE:

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