

**56 Edinburgh Circuit
CECIL HILLS NSW 2171**

Draft Contract

McGrath

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	eCOS ID: 60112478	NSW Duty:
vendor's agent	MCGRATH ESTATE AGENTS LIVERPOOL 265B Macquarie Street, Liverpool NSW 2170		Phone: 9824 1100 Fax: 9824 1120
co-agent			Ref:
vendor	JULIE DIANE CAMILLERI 56 Edinburgh Circuit Cecil Hills NSW 2171		
vendor's solicitor	Philip Goldman & Co Suite 1 28 Nelson St Fairfield NSW 2165		Phone: 02 9725 7333 Fax: Ref: SGB:VS:030671
date for completion	70 days after the contract date	(clause 15)	Email: lawyers@philgoldman.com.au
land - (Address, plan details and title reference)	56 EDINBURGH CIRCUIT CECIL HILLS NSW 2171 LOT 1115 IN DEPOSITED PLAN 830610 1115/830610		
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input 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 checked="" type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> other: plantation shutters, garden locker, alarm, garden pots, ceiling fans (x4), ducted air conditioner, security cameras, concrete pedestal pots
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(If not stated, the date this contract was made)

buyer's agent

vendor

witness

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

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

vendor agrees to accept a **deposit-bond** (clause 3) NO yes
proposed **electronic transaction** (clause 30) no YES

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

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

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

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-0
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an **RW payment** (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.

RW payment (residential withholding payment) – further details

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

- Supplier's name:
- Supplier's ABN:
- Supplier's business address:
- Supplier's email address:
- Supplier's phone number:
- Supplier's proportion of **RW payment**: \$

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

56 EDINBURGH SOCIETY

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

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

7 Claims by purchaser

The purchaser can make a claim (including a claim under clause 6) before completion only by *-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 an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

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

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount payable*;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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* or 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 *serving* 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 23.7; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

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

• **Notices, certificates and inspections**

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

• **Meetings of the owners corporation**

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

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each party must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- 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 what ever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

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

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

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

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

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

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

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

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

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a party to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

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

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

56 EDINBURGH CCT CECIL HILLS NSW 2177

ADDITIONAL CONDITIONS ATTACHED TO AND FORMING PART OF A CONTRACT
FOR SALE BETWEEN
JULIE DIANE CAMILLERI
AND
THE PURCHASER NAMED ON THE FRONT PAGE OF THIS CONTRACT

32. DEATH, INCAPACITY OR LIQUIDATION

32.1 If before completion the purchaser (being an individual):

- (i) dies, or
- (ii) loses the capacity to complete this contract or becomes incapable of managing his affairs,

the vendor may *rescind* the contract in accordance with clause 19.

32.2 If before completion the purchaser (being a company):

- (i) resolves to go into liquidation, or
- (ii) has an application for its winding up filed, or
- (iii) enters into any scheme of arrangement with its creditors, or
- (iv) has a liquidator, receiver and manager, official manager, administrator or other statutory officer appointed to it,

the vendor may *terminate* this contract in accordance with clause 9.

33. DESCRIPTION

Notwithstanding any address and/or description of any improvements and/or area in the definition of the land, the *property* sold is the property described by reference to the plan and title and if there is any inconsistency between any other description and the plan definition then the latter will prevail.

34. INTERPRETATION

34.1 In the event that any one or more of these Additional Conditions or any part thereof should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

34.2 In the event of any conflict between these Additional Conditions and those contained in the printed conditions to this contract, these Additional Conditions shall prevail.

34.3 In this contract words importing the singular number or plural number includes the plural number and singular number respectively, words importing one gender include all other genders and the word "person" includes a corporation.

35. PURCHASERS TO PAY LIQUIDATED DAMAGES

35.1 If the purchaser does not complete this contract by the date for completion, otherwise than as a result of default by the vendor, then without prejudice to the vendor's other rights, powers and remedies, the purchaser shall pay to the vendor on completion, as liquidated damages, and in addition to all monies otherwise payable on completion, the following:

35.1.1. an amount calculated as interest at the rate of 8% per annum on the price, computed daily from the day following the date for completion until the day upon which completion actually takes place (it being agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money); and

35.1.2. an amount of \$330.00 towards the vendor's costs.

35.2 If an appointment for completion is made but completion fails to occur at the appointed time for reasons not attributable to the vendor, the vendor's mortgagee or events referred to in clause 30.12 (including but not limited to any cancellation or rescheduling by the purchaser), the purchaser shall pay to the vendor on completion the amount of any expense (including agent's fees, mortgagee's fees and bank fees) incurred by the vendor as a consequence of the failed completion appointment and the need to make a further appointment. In addition the purchaser must allow as an adjustment on completion in favour of the vendor the sum of \$110.00 inclusive of GST toward the vendor's costs for each cancelled or rescheduled settlement.

35.3 If this *Conveyancing Transaction* is not conducted as an *electronic transaction* pursuant to clause 30 and the form of Transfer is not served by the purchaser at least 14 days before the date for completion, the purchaser must allow as an adjustment in favour of the vendor the sum of \$110.00 inclusive of GST toward the vendor's costs to arrange urgent execution on short notice.

35.4 The vendor shall not be obliged to complete this contract unless payment of any amount due under this Additional Condition is made on completion.

35.5 This Additional Condition is an essential term of the contract.

36. OMITTED

37. WARRANTY AND INDEMNITY - ESTATE AGENT

The purchaser warrants that he was not introduced to the property or to the vendor by any real estate agent other than the real estate agent or agents named as vendor's agent and the purchaser hereby indemnifies the vendor from any claim for commission, fees, charges, interest and legal costs on an indemnity basis arising from a breach of this warranty and this condition shall not merge on completion.

38. AMENDMENT TO PRINTED CONTRACT

The provisions of the printed form of contract are varied as follows:

- (i) Clause 5.2.1 is amended by deleting "21" and inserting "7".
- (ii) Clause 7 is amended as follows-

- Sub-clause 7.1.1 is deleted;
 Sub-clause 7.1.3 is amended by deleting "; and" from the end thereof and inserting a full stop after the word "service" ;
- (iii) Sub-clause 7.2 is deleted.
 - (iv) In sub-clauses 10.1.8 and 10.1.9 the word "existence" is substituted for the word "substance";
 - (v) The addition of a new sub-clause 10.4:
 "10.4 For the purpose of Clause 10, the vendor discloses all of the material appearing in the documents attached to this contract whether or not specified in the List of Documents on page 2."
 - (vi) Sub-clause 16.5 is amended by deleting the words "plus another 20% of that fee".
 - (vii) Sub-clause 16.7 is amended by substituting "\$500" in lieu of "\$2000".
 - (viii) Sub-clause 16.8 is deleted.
 - (ix) Sub-clause 16.12 is amended by deleting all words appearing after the word "NSW".
 - (x) Clause 20.6.5 is varied by inserting immediately after the word "*solicitor*", the words "whether or not the party's email address is included on the front page of this contract."
 - (xi) The addition of a new Clause 20.16:
 "20.16 If any email communications relating to this contract are sent by or on behalf of the purchaser's *solicitor* to the vendor's *solicitor*, whether or not the purchaser's *solicitor's* email address is included on the front page of this contract, then any correspondence or document under or relating to this contract is *served* upon the purchaser if sent to the purchaser's *solicitor's* same email address.
 - (xii) Immediately after clause 30.10, insert a new clause 30.10A:
 "30.10A (i) At least 1 *business day* before the date for completion, the purchaser must give to the vendor a copy of the signed order referred to in clause 16.9 together with copies of any other documents to be given to the vendor on completion pursuant to this contract which cannot be delivered through the *Electronic Workspace*. The order and other documents shall be held by the vendor in escrow pending completion.
 (ii) The vendor shall not be obliged to complete this contract until the purchaser has complied with sub-clause 30.10A(i), provided always that clause 35 shall apply if completion is delayed due to failure by the purchaser to comply with clause 30.10A(i) to the extent of the delay caused by the purchaser.
 (iii) Upon completion, the Order and such other documents may be released by the vendor without further authority from the purchaser.
 (iv) The purchaser must within 4 *business days* after completion deliver to the vendor the original order and other original documents."

39. OMITTED

40. FINANCE - CONSUMER CREDIT CODE

The purchaser confirms and warrants to the vendor that if finance is required to pay for the *property*, the purchaser has at the contract date obtained approval for credit to pay for the *property* the subject of this contract on terms which are reasonable to the purchaser.

41. NOTICE TO COMPLETE

41.1 In the event that either *party* becomes entitled to serve a Notice to Complete on the other *party* making time of the essence of the contract both *parties* agree that such notice may require completion no later than 3.00 p.m. on a day being fourteen (14) days from the date upon which the notice is *served* and such period shall be deemed to be reasonable. Any notice to complete may be withdrawn by the party serving at any time.

41.2 The vendor is not obliged to remove any charge on the property for any rate, tax or outgoing until completion of this contract and shall not be taken to be unable, unready or unwilling to complete this contract and may serve a notice to complete on the purchaser, notwithstanding that at any time there is a charge on the property for a rate, tax and outgoing.

42. PAYMENT OF DEPOSIT

Notwithstanding the provisions of clause 2, it is an essential condition of this contract that the purchaser must pay a deposit equivalent to 10% of the price (the "Deposit") by the following instalments:

- (a) if a cooling off period applies:
 - i. the first instalment equal to 0.25% of the price, on the making of this contract; and
 - ii. the final instalment equal to 9.75% of the price on or before the expiry of the cooling off period.
- (b) if the vendor accepts less than 10% of the price on the making of the contract or upon the expiry of the cooling off period, then the purchaser must pay the balance of the Deposit by way of a final instalment:
 - i. to the vendor on completion; or
 - ii. immediately to the *depositholder* upon default by the purchaser in respect of an essential condition of this contract

whichever occurs first.

43. ALTERATIONS TO CONTRACT

Each party authorises its solicitor or any employee of that solicitor at any time after its signature and prior to making this contract, to make alterations to this contract, including the addition or removal of annexures or schedules and any such alteration or addition shall be binding upon the party deemed to have authorised the same and forms part of this contract.

44. DATE FOR COMPLETION

The vendor may serve a notice appointing a date for completion which is earlier than the date for completion on the front page of the Contract provided that the date for completion may not be earlier than the 42nd day after the Contract date.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Julie Diane Camilleri
Purchaser:
Property: 56 Edinburgh Circuit, Cecil Hills
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

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

Affectations

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

Capacity

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

Requisitions and transfer

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



FOLIO: 1115/830610

SEARCH DATE	TIME	EDITION NO	DATE
12/8/2019	10:32 AM	8	24/9/2018

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

LAND

LOT 1115 IN DEPOSITED PLAN 830610
AT CECIL HILLS
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP830610

FIRST SCHEDULE

JULIE DIANE CAMILLERI (TZ AH951909)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 . DP830610 EASEMENT TO DRAIN WATER 1.2 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 . DP830610 EASEMENT TO DRAIN WATER 1.2 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 . DP830610 RESTRICTION(S) ON THE USE OF LAND
- 5 AH951910 MORTGAGE TO ING BANK (AUSTRALIA) LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

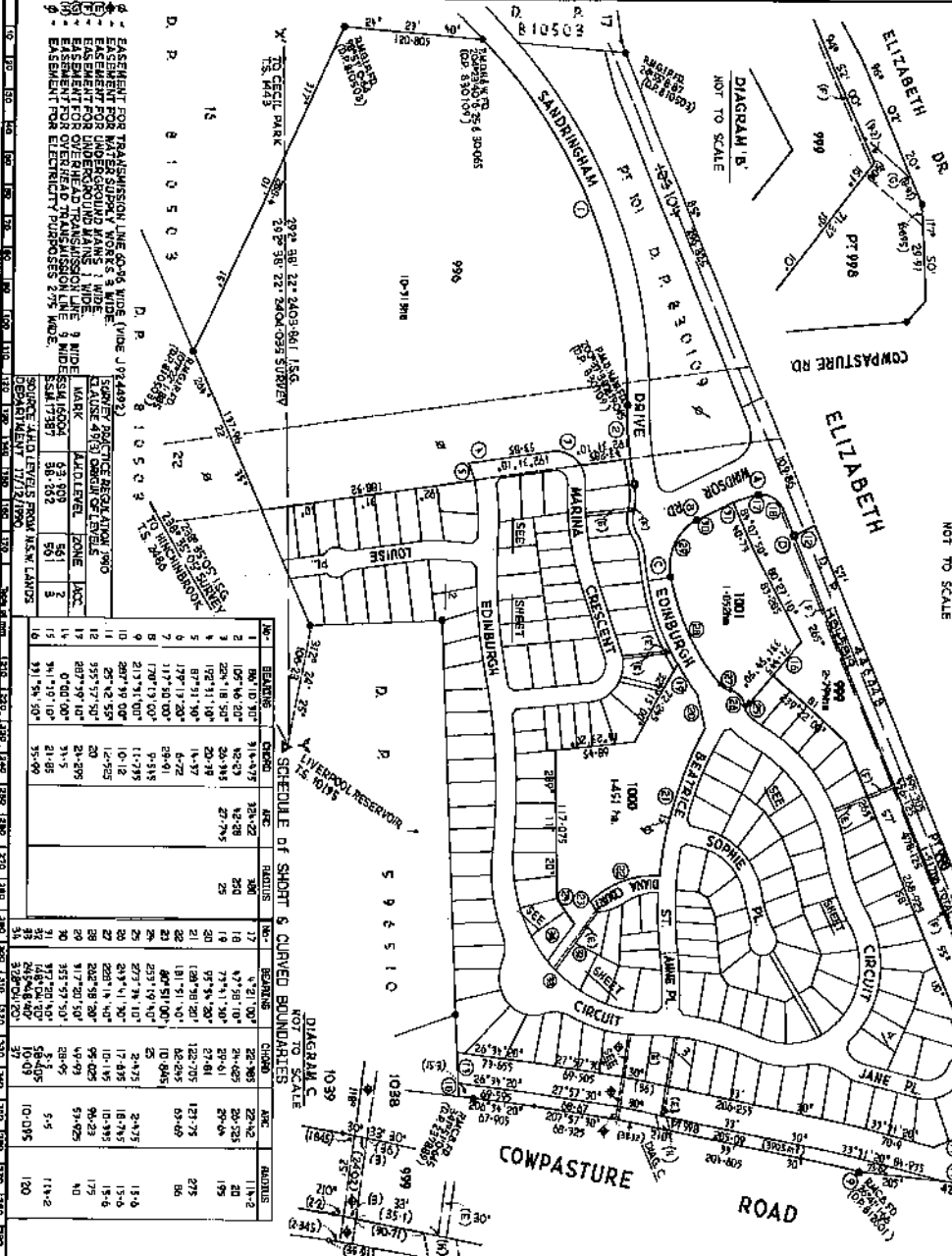
*** END OF SEARCH ***

PLAN FORM 2

REGULATORY ZONES AND RESTRICTIONS OF THE PUBLIC WORKS ACT 1958 (AS AMENDED) APPLY TO THE ENTIRE SITE. THE PUBLIC WORKS ACT 1958 (AS AMENDED) PROVIDES THAT THE PUBLIC WORKS ACT 1958 (AS AMENDED) IS APPLIED TO THE ENTIRE SITE AS A PUBLIC RESERVE. THE PUBLIC WORKS ACT 1958 (AS AMENDED) PROVIDES THAT THE PUBLIC WORKS ACT 1958 (AS AMENDED) IS APPLIED TO THE ENTIRE SITE AS A PUBLIC RESERVE. THE PUBLIC WORKS ACT 1958 (AS AMENDED) PROVIDES THAT THE PUBLIC WORKS ACT 1958 (AS AMENDED) IS APPLIED TO THE ENTIRE SITE AS A PUBLIC RESERVE.

MARK	1:50 CO-ORDINATES	EXISTING	PROPOSED	ZONE	ACC
LIVERPOOL RES TS	28679.243	124876.10	501	2	
TS 1015	284574.912	1249690.444	501	1	
TS 1443K TS	284023.027	1247013.69	501	1	
HITCHINBURK TS					

SOURCE: 1:50 COORDINATES ADOPTED FROM NSW LANDS DEPARTMENT AT NOVEMBER 1992



SCHEDULE OF PERMANENT MARKS

MARK	BEARING	DISTANCE	MARKING	REMARKS
A	85°58'	5.07 ± 0.0035	PAINTED	MARKING
B	85°58'	5.07 ± 0.0035	PAINTED	MARKING
C	84°34'	2.60 ± 0.10	PAINTED	MARKING
D	76°02'30"	28.69 ± 0.10	PAINTED	MARKING
E	15°00'30"	22.72 ± 0.10	PAINTED	MARKING

SCHEDULE OF SHORT & CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	ANGLE	REMARKS
1	80°10'30"	33.52	250	172	
2	105°16'20"	20.33	25	19	
3	226°18'20"	20.33	25	19	
4	192°51'18"	16.37	20	13	
5	87°51'40"	11.37	15	10	
6	179°13'20"	6.72	10	7	
7	117°10'00"	29.61	20	13	
8	170°19'00"	9.315	10	7	
9	213°11'00"	11.295	10	7	
10	287°19'00"	10.12	20	13	
11	272°55'	12.95	20	13	
12	257°17'30"	20	20	20	
13	257°17'30"	20	20	20	
14	01°01'00"	21.49	30	20	
15	91°10'10"	21.49	30	20	
16	31°54'30"	35.09	30	20	
17	118°10'00"	10.09	10	7	
18	118°10'00"	10.09	10	7	
19	118°10'00"	10.09	10	7	
20	118°10'00"	10.09	10	7	
21	118°10'00"	10.09	10	7	
22	118°10'00"	10.09	10	7	
23	118°10'00"	10.09	10	7	
24	118°10'00"	10.09	10	7	
25	118°10'00"	10.09	10	7	
26	118°10'00"	10.09	10	7	
27	118°10'00"	10.09	10	7	
28	118°10'00"	10.09	10	7	
29	118°10'00"	10.09	10	7	
30	118°10'00"	10.09	10	7	
31	118°10'00"	10.09	10	7	
32	118°10'00"	10.09	10	7	
33	118°10'00"	10.09	10	7	
34	118°10'00"	10.09	10	7	
35	118°10'00"	10.09	10	7	
36	118°10'00"	10.09	10	7	
37	118°10'00"	10.09	10	7	
38	118°10'00"	10.09	10	7	
39	118°10'00"	10.09	10	7	
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41	118°10'00"	10.09	10	7	
42	118°10'00"	10.09	10	7	
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44	118°10'00"	10.09	10	7	
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63	118°10'00"	10.09	10	7	
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76	118°10'00"	10.09	10	7	
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80	118°10'00"	10.09	10	7	
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82	118°10'00"	10.09	10	7	
83	118°10'00"	10.09	10	7	
84	118°10'00"	10.09	10	7	
85	118°10'00"	10.09	10	7	
86	118°10'00"	10.09	10	7	
87	118°10'00"	10.09	10	7	
88	118°10'00"	10.09	10	7	
89	118°10'00"	10.09	10	7	
90	118°10'00"	10.09	10	7	
91	118°10'00"	10.09	10	7	
92	118°10'00"	10.09	10	7	
93	118°10'00"	10.09	10	7	
94	118°10'00"	10.09	10	7	
95	118°10'00"	10.09	10	7	
96	118°10'00"	10.09	10	7	
97	118°10'00"	10.09	10	7	
98	118°10'00"	10.09	10	7	
99	118°10'00"	10.09	10	7	
100	118°10'00"	10.09	10	7	

PLAN AMENDED IN LTO AT SURVEYORS REQUEST VUE 466 N666 (50) 24-11-1993

WARNING: CHANGING OR REMOVING MARKS WILL LEAD TO REJECTION

PLAN FOR USE ONLY FOR STATEMENTS OF INTENTION TO DECIDE PUBLIC ROAD OR TO CREATE PUBLIC ROAD. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE PUBLIC WORKS ACT 1958 (AS AMENDED) PROVIDES THAT THE PUBLIC WORKS ACT 1958 (AS AMENDED) IS APPLIED TO THE ENTIRE SITE AS A PUBLIC RESERVE.

DATE: 12/08/2019
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

PLAN OF SUBDIVISION OF LOT 100 DP 830109

OWNER: CUMBERLAND
 LOCAL GOVERNMENT: CUMBERLAND
 PROJECT: TORRENS SUBDIVISION

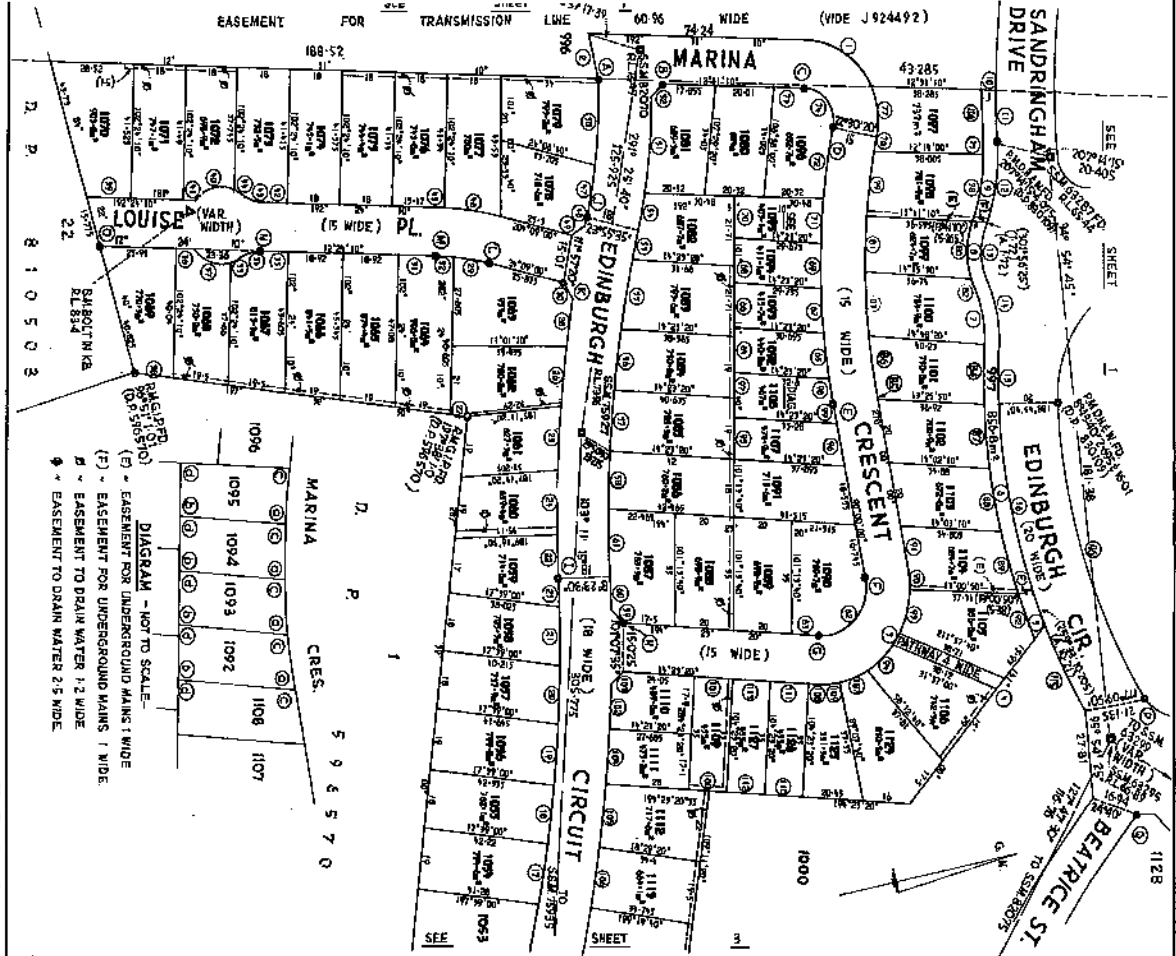
REGISTRATION NO: U8245-5
 DATE OF REGISTRATION: 17-06-1993

DP 830610
 17-06-1993

OFFICE USE ONLY

To be used in conjunction with Plan Form 2

WARNING: CHANGING OR FOLDING WILL LEAD TO REJECTION



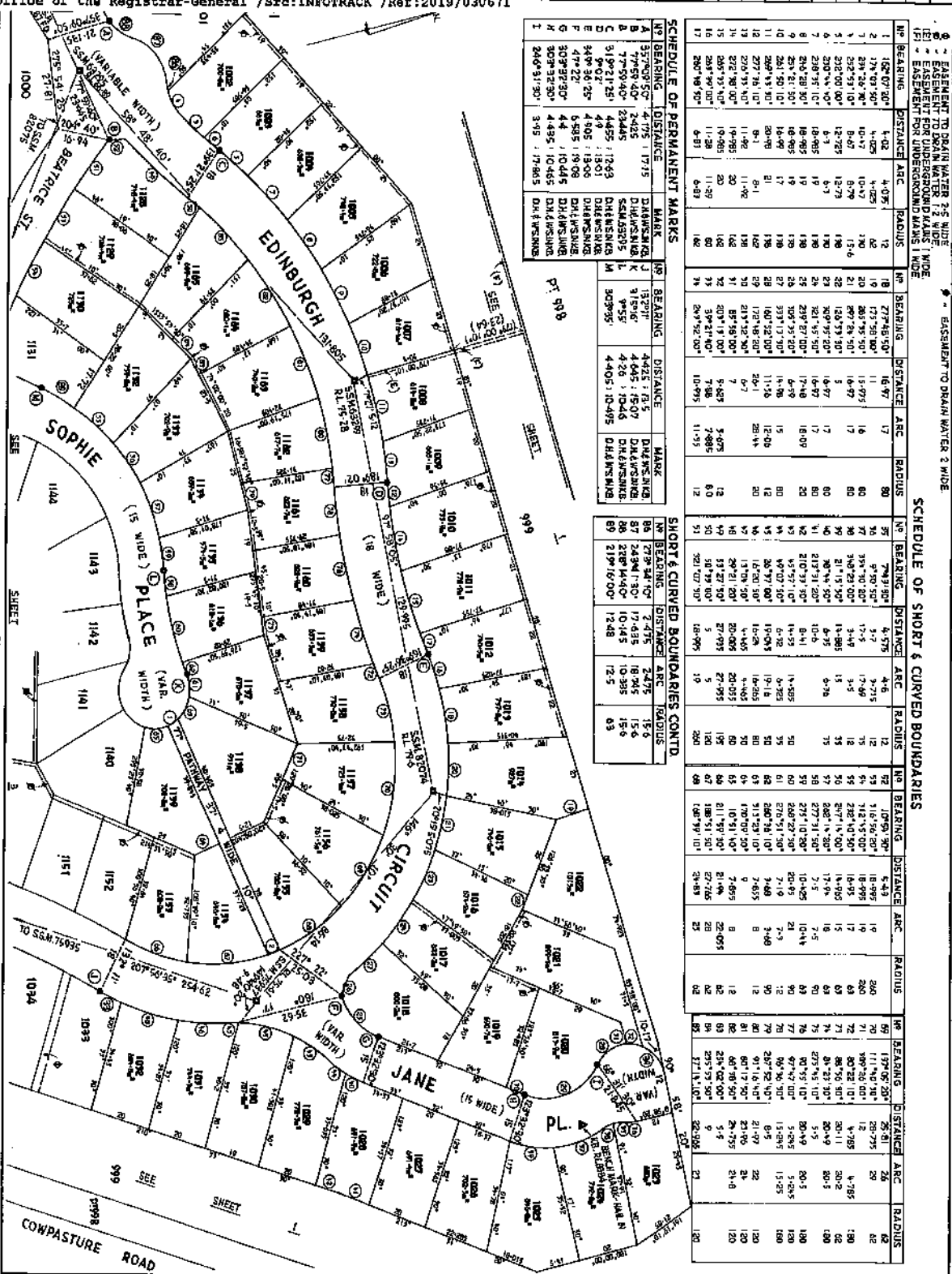
SCHEDULE OF PERMANENT MARKS				SCHEDULE OF SHORT & CURVED BOUNDARIES			
NO	BEARING	DISTANCE	MARK	NO	BEARING	DISTANCE	MARK
A	151° 11' 20"	18.055	SEALED	59	202° 59' 35"	4.735	WALKER
B	102° 31' 10"	6.21	DH&M IN KE	60	229° 01' 20"	0.06	DH&M IN KE
C	102° 31' 10"	3.4	DH&M IN KE	61	229° 01' 10"	21.11	DH&M IN KE
D	202° 30' 20"	4.3	DH&M IN KE	62	162° 11' 10"	8.70	DH&M IN KE
E	180° 00' 00"	4.285	DH&M IN KE	63	201° 11' 10"	13.56	DH&M IN KE
F	180° 00' 00"	4.285	DH&M IN KE	64	87° 31' 50"	13.81	DH&M IN KE
G	281° 05' 35"	4.38	DH&M IN KE	65	281° 11' 10"	13.81	DH&M IN KE
H	188° 25' 50"	4.81	DH&M IN KE	66	87° 15' 10"	13.81	DH&M IN KE
I				67	281° 11' 10"	13.81	DH&M IN KE
J				68	281° 11' 10"	13.81	DH&M IN KE
K				69	100° 58' 50"	13.4	DH&M IN KE
L				70	281° 11' 10"	13.81	DH&M IN KE
M				71	100° 51' 20"	12.95	DH&M IN KE
N				72	100° 51' 20"	12.95	DH&M IN KE
O				73	281° 11' 10"	13.81	DH&M IN KE
P				74	281° 11' 10"	13.81	DH&M IN KE
Q				75	281° 11' 10"	13.81	DH&M IN KE
R				76	281° 11' 10"	13.81	DH&M IN KE
S				77	281° 11' 10"	13.81	DH&M IN KE
T				78	111° 49' 50"	20.15	DH&M IN KE
U				79	102° 28' 30"	17.48	DH&M IN KE
V				80	102° 28' 30"	17.48	DH&M IN KE
W				81	281° 11' 10"	13.81	DH&M IN KE
X				82	281° 11' 10"	13.81	DH&M IN KE
Y				83	281° 11' 10"	13.81	DH&M IN KE
Z				84	281° 11' 10"	13.81	DH&M IN KE
AA				85	281° 11' 10"	13.81	DH&M IN KE
AB				86	281° 11' 10"	13.81	DH&M IN KE
AC				87	281° 11' 10"	13.81	DH&M IN KE
AD				88	281° 11' 10"	13.81	DH&M IN KE
AE				89	281° 11' 10"	13.81	DH&M IN KE
AF				90	281° 11' 10"	13.81	DH&M IN KE
AG				91	281° 11' 10"	13.81	DH&M IN KE
AH				92	281° 11' 10"	13.81	DH&M IN KE
AI				93	281° 11' 10"	13.81	DH&M IN KE
AJ				94	281° 11' 10"	13.81	DH&M IN KE
AK				95	281° 11' 10"	13.81	DH&M IN KE
AL				96	281° 11' 10"	13.81	DH&M IN KE
AM				97	281° 11' 10"	13.81	DH&M IN KE
AN				98	281° 11' 10"	13.81	DH&M IN KE
AO				99	281° 11' 10"	13.81	DH&M IN KE
AP				100	281° 11' 10"	13.81	DH&M IN KE
AP				101	172° 52' 20"	13	DH&M IN KE
AQ				102	202° 59' 35"	13.085	DH&M IN KE
AR				103	202° 59' 35"	13.085	DH&M IN KE
AS				104	202° 59' 35"	13.085	DH&M IN KE
AT				105	202° 59' 35"	13.085	DH&M IN KE
AU				106	202° 59' 35"	13.085	DH&M IN KE
AV				107	202° 59' 35"	13.085	DH&M IN KE
AW				108	202° 59' 35"	13.085	DH&M IN KE
AX				109	202° 59' 35"	13.085	DH&M IN KE
AY				110	202° 59' 35"	13.085	DH&M IN KE
AZ				111	202° 59' 35"	13.085	DH&M IN KE
BA				112	202° 59' 35"	13.085	DH&M IN KE
BB				113	202° 59' 35"	13.085	DH&M IN KE
BC				114	202° 59' 35"	13.085	DH&M IN KE
BD				115	202° 59' 35"	13.085	DH&M IN KE
BE				116	202° 59' 35"	13.085	DH&M IN KE
BF				117	202° 59' 35"	13.085	DH&M IN KE
BF				118	202° 59' 35"	13.085	DH&M IN KE
BG				119	202° 59' 35"	13.085	DH&M IN KE
BH				120	202° 59' 35"	13.085	DH&M IN KE
BI				121	202° 59' 35"	13.085	DH&M IN KE
BJ				122	202° 59' 35"	13.085	DH&M IN KE
BK				123	202° 59' 35"	13.085	DH&M IN KE
BL				124	202° 59' 35"	13.085	DH&M IN KE
BM				125	202° 59' 35"	13.085	DH&M IN KE
BN				126	202° 59' 35"	13.085	DH&M IN KE
BO				127	202° 59' 35"	13.085	DH&M IN KE
BP				128	202° 59' 35"	13.085	DH&M IN KE
BQ				129	202° 59' 35"	13.085	DH&M IN KE
BR				130	202° 59' 35"	13.085	DH&M IN KE
BS				131	202° 59' 35"	13.085	DH&M IN KE
BT				132	202° 59' 35"	13.085	DH&M IN KE
BU				133	202° 59' 35"	13.085	DH&M IN KE
BV				134	202° 59' 35"	13.085	DH&M IN KE
BW				135	202° 59' 35"	13.085	DH&M IN KE
BX				136	202° 59' 35"	13.085	DH&M IN KE
BY				137	202° 59' 35"	13.085	DH&M IN KE
BZ				138	202° 59' 35"	13.085	DH&M IN KE
CA				139	202° 59' 35"	13.085	DH&M IN KE
CB				140	202° 59' 35"	13.085	DH&M IN KE
CC				141	202° 59' 35"	13.085	DH&M IN KE
CD				142	202° 59' 35"	13.085	DH&M IN KE
CE				143	202° 59' 35"	13.085	DH&M IN KE
CF				144	202° 59' 35"	13.085	DH&M IN KE
CG				145	202° 59' 35"	13.085	DH&M IN KE
CH				146	202° 59' 35"	13.085	DH&M IN KE
CI				147	202° 59' 35"	13.085	DH&M IN KE
CJ				148	202° 59' 35"	13.085	DH&M IN KE
CK				149	202° 59' 35"	13.085	DH&M IN KE
CL				150	202° 59' 35"	13.085	DH&M IN KE
CM				151	202° 59' 35"	13.085	DH&M IN KE
CN				152	202° 59' 35"	13.085	DH&M IN KE
CO				153	202° 59' 35"	13.085	DH&M IN KE
CP				154	202° 59' 35"	13.085	DH&M IN KE
CQ				155	202° 59' 35"	13.085	DH&M IN KE
CR				156	202° 59' 35"	13.085	DH&M IN KE
CS				157	202° 59' 35"	13.085	DH&M IN KE
CT				158	202° 59' 35"	13.085	DH&M IN KE
CU				159	202° 59' 35"	13.085	DH&M IN KE
CV				160	202° 59' 35"	13.085	DH&M IN KE
CV				161	202° 59' 35"	13.085	DH&M IN KE
CW				162	202° 59' 35"	13.085	DH&M IN KE
CX				163	202° 59' 35"	13.085	DH&M IN KE
CY				164	202° 59' 35"	13.085	DH&M IN KE
CZ				165	202° 59' 35"	13.085	DH&M IN KE
DA				166	202° 59' 35"	13.085	DH&M IN KE
DB				167	202° 59' 35"	13.085	DH&M IN KE
DC				168	202° 59' 35"	13.085	DH&M IN KE
DD				169	202° 59' 35"	13.085	DH&M IN KE
DE				170	202° 59' 35"	13.085	DH&M IN KE
DE				171	202° 59' 35"	13.085	DH&M IN KE
DF				172	202° 59' 35"	13.085	DH&M IN KE
DF				173	202° 59' 35"	13.085	DH&M IN KE
DG				174	202° 59' 35"	13.085	DH&M IN KE
DH				175	202° 59' 35"	13.085	DH&M IN KE
DH				176	202° 59' 35"	13.085	DH&M IN KE
DI				177	202° 59' 35"	13.085	DH&M IN KE
DI				178	202° 59' 35"	13.085	DH&M IN KE
DJ				179	202° 59' 35"	13.085	DH&M IN KE
DJ				180	202° 59' 35"	13.085	DH&M IN KE
DK				181	202° 59' 35"	13.085	DH&M IN KE
DK				182	202° 59' 35"	13.085	DH&M IN KE
DL				183	202° 59' 35"	13.085	DH&M IN KE
DL				184	202° 59' 35"	13.085	DH&M IN KE
DM				185	202° 59' 35"	13.085	DH&M IN KE
DM				186	202° 59' 35"	13.085	DH&M IN KE
DN				187	202° 59' 35"	13.085	DH&M IN KE
DN				188	202° 59' 35"	13.085	DH&M IN KE
DO				189	202° 59' 35"	13.085	DH&M IN KE
DO				190	202° 59' 35"	13.085	DH&M IN KE
DP				191	202° 59' 35"	13.085	DH&M IN KE
DP				192	202° 59' 35"	13.085	DH&M IN KE
DQ				193	202° 59' 35"	13.085	DH&M IN KE
DQ				194	202° 59' 35"	13.085	DH&M IN KE
DR				195	202° 59' 35"	13.085	DH&M IN KE
DR				196	202° 59' 35"	13.085	DH&M IN KE
DS				197	202° 59' 35"	13.085	DH&M IN KE
DS				198	202° 59' 35"	13.085	DH&M IN KE
DT				199	202° 59' 35"	13.085	DH&M IN KE
DT				200	202° 59' 35"	13.085	DH&M IN KE
DU				201	202° 59' 35"	13.085	DH&M IN KE
DU				202	202° 59' 35"	13.085	DH&M IN KE
DV				203	202° 59' 35"	13.085	DH&M IN KE
DV				204	202° 59' 35"	13.085	DH&M IN KE
DW				205	202° 59' 35"	13.085	DH&M IN KE
DW				206	202° 59' 35"	13.085	DH&M IN KE
DX				207</			

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CHANGING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



SCHEDULE OF PERMANENT MARKS

NO	BEARING	DISTANCE	MARK
A	357°09'50"	4.775	1775
B	77°59'40"	2.485	2485
C	31°02'17.25"	4.495	1249
D	47°22'	4.905	1308
E	309°29'40"	4.4	10445
F	309°29'40"	4.435	10465
G	309°29'40"	4.435	10465
H	246°51'30"	3.95	17845

SCHEDULE OF SHORT & CURVED BOUNDARIES

NO	BEARING	DISTANCE	MARK
1	152°07'50"	4.025	4025
2	171°30'50"	4.025	4025
3	171°30'50"	4.025	4025
4	171°30'50"	4.025	4025
5	171°30'50"	4.025	4025
6	171°30'50"	4.025	4025
7	171°30'50"	4.025	4025
8	171°30'50"	4.025	4025
9	171°30'50"	4.025	4025
10	171°30'50"	4.025	4025
11	171°30'50"	4.025	4025
12	171°30'50"	4.025	4025
13	171°30'50"	4.025	4025
14	171°30'50"	4.025	4025
15	171°30'50"	4.025	4025
16	171°30'50"	4.025	4025
17	171°30'50"	4.025	4025
18	171°30'50"	4.025	4025
19	171°30'50"	4.025	4025
20	171°30'50"	4.025	4025
21	171°30'50"	4.025	4025
22	171°30'50"	4.025	4025
23	171°30'50"	4.025	4025
24	171°30'50"	4.025	4025
25	171°30'50"	4.025	4025
26	171°30'50"	4.025	4025
27	171°30'50"	4.025	4025
28	171°30'50"	4.025	4025
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30	171°30'50"	4.025	4025
31	171°30'50"	4.025	4025
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35	171°30'50"	4.025	4025
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37	171°30'50"	4.025	4025
38	171°30'50"	4.025	4025
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50	171°30'50"	4.025	4025
51	171°30'50"	4.025	4025
52	171°30'50"	4.025	4025
53	171°30'50"	4.025	4025
54	171°30'50"	4.025	4025
55	171°30'50"	4.025	4025
56	171°30'50"	4.025	4025
57	171°30'50"	4.025	4025
58	171°30'50"	4.025	4025
59	171°30'50"	4.025	4025
60	171°30'50"	4.025	4025
61	171°30'50"	4.025	4025
62	171°30'50"	4.025	4025
63	171°30'50"	4.025	4025
64	171°30'50"	4.025	4025
65	171°30'50"	4.025	4025
66	171°30'50"	4.025	4025
67	171°30'50"	4.025	4025
68	171°30'50"	4.025	4025
69	171°30'50"	4.025	4025
70	171°30'50"	4.025	4025
71	171°30'50"	4.025	4025
72	171°30'50"	4.025	4025
73	171°30'50"	4.025	4025
74	171°30'50"	4.025	4025
75	171°30'50"	4.025	4025
76	171°30'50"	4.025	4025
77	171°30'50"	4.025	4025
78	171°30'50"	4.025	4025
79	171°30'50"	4.025	4025
80	171°30'50"	4.025	4025
81	171°30'50"	4.025	4025
82	171°30'50"	4.025	4025
83	171°30'50"	4.025	4025
84	171°30'50"	4.025	4025
85	171°30'50"	4.025	4025
86	171°30'50"	4.025	4025
87	171°30'50"	4.025	4025
88	171°30'50"	4.025	4025
89	171°30'50"	4.025	4025
90	171°30'50"	4.025	4025
91	171°30'50"	4.025	4025
92	171°30'50"	4.025	4025
93	171°30'50"	4.025	4025
94	171°30'50"	4.025	4025
95	171°30'50"	4.025	4025
96	171°30'50"	4.025	4025
97	171°30'50"	4.025	4025
98	171°30'50"	4.025	4025
99	171°30'50"	4.025	4025
100	171°30'50"	4.025	4025

SHORT & CURVED BOUNDARIES CONTD

NO	BEARING	DISTANCE	MARK
101	171°30'50"	4.025	4025
102	171°30'50"	4.025	4025
103	171°30'50"	4.025	4025
104	171°30'50"	4.025	4025
105	171°30'50"	4.025	4025
106	171°30'50"	4.025	4025
107	171°30'50"	4.025	4025
108	171°30'50"	4.025	4025
109	171°30'50"	4.025	4025
110	171°30'50"	4.025	4025
111	171°30'50"	4.025	4025
112	171°30'50"	4.025	4025
113	171°30'50"	4.025	4025
114	171°30'50"	4.025	4025
115	171°30'50"	4.025	4025
116	171°30'50"	4.025	4025
117	171°30'50"	4.025	4025
118	171°30'50"	4.025	4025
119	171°30'50"	4.025	4025
120	171°30'50"	4.025	4025

Reduction ratio 1:500

DP 830610

AT-6-1998

Office Use Only

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT
1919**

(LENGTHS ARE IN METRES)

PLAN **DP830610**

Plan of Subdivision of Lot 100
DP: 830109

**FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND**

New South Wales Land and Housing
Corporation 23-31 Moore Street,
Liverpool NSW 2170.

PART 1

**1. IDENTITY OF EASEMENT OR
RESTRICTIONS FIRSTLY REFERRED TO
IN ABOVEMENTIONED PLAN.**

Easement to Drain Water 1.2 wide.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened	Lots, name of road or Authority benefited
Lot 1002	Lots 1003 to 1014 inclusive
Lot 1003	Lots 1004 to 1014 inclusive
Lot 1004	Lots 1005 to 1014 inclusive
Lot 1005	Lots 1006 to 1014 inclusive
Lot 1006	Lots 1007 to 1014 inclusive
Lot 1007	Lots 1008 to 1014 inclusive
Lot 1008	Lots 1009 to 1014 inclusive
Lot 1009	Lots 1010 to 1014 inclusive
Lot 1010	Lots 1011 to 1014 inclusive
Lot 1011	Lots 1012 to 1014 inclusive
Lot 1012	Lots 1013 and 1014
Lot 1013	Lot 1014
Lot 1017	Lots 1019 to 1022 inclusive
Lot 1019	Lot 1020
Lot 1021	Lots 1019 and 1022
Lot 1062	Lots 1064 to 1069 inclusive
Lot 1064	Lots 1065 to 1069 inclusive
Lot 1065	Lots 1066 to 1069 inclusive
Lot 1066	Lots 1067 to 1069 inclusive
Lot 1067	Lots 1068 and 1069
Lot 1068	Lot 1069
Lot 1070	Lots 1071 to 1073 inclusive
Lot 1071	Lots 1072 and 1073
Lot 1072	Lot 1073
Lot 1075	Lot 1074
Lot 1076	Lots 1074 and 1075

Sheet 1 of ¹⁶ 15 Sheets

REGISTERED  17.6.1993

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

(LENGTHS ARE IN METRES)

PLAN DP830610

Plan of Subdivision of Lot 100
DP: 830109

**FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND**

New South Wales Land and Housing
Corporation 23-31 Moore Street,
Liverpool NSW 2170.

PART 1 (CONT'D)

Lot 1077	Lots 1074 to 1078 inclusive
Lot 1078	Lots 1074 to 1077 inclusive
Lot 1083	Lot 1082
Lot 1084	Lots 1082 and 1083
Lot 1085	Lots 1082 to 1084 inclusive
Lot 1086	Lots 1082 to 1085 inclusive
Lot 1088	Lots 1082 to 1086 inclusive
Lot 1106	Lot 1124
Lot 1109	Lots 1111 to 1116 inclusive
Lot 1112	Lots 1113 to 1116 inclusive
Lot 1113	Lots 1114 to 1116 inclusive
Lot 1114	Lots 1115 and 1118
Lot 1115	Lot 1116
Lot 1118	Lot 1117
Lot 1119	Lots 1117 and 1118
Lot 1120	Lot 1121
Lot 1129	Lots 1150 to 1165 inclusive
Lot 1145	Lots 1146 to 1154 inclusive, 1166 and 1167
Lot 1150	Lots 1149 & 1151 to 1154 inclusive
Lot 1151	Lots 1152 to 1154 inclusive
Lot 1152	Lots 1153 and 1154
Lot 1153	Lot 1154
Lot 1155	Lots 1156 and 1157
Lot 1156	Lot 1157
Lot 1159	Lot 1158
Lot 1160	Lots 1158 and 1159
Lot 1161	Lots 1158 to 1160 inclusive
Lot 1162	Lots 1158 to 1161 inclusive
Lot 1163	Lots 1158 to 1162 inclusive
Lot 1164	Lots 1158 to 1163 inclusive
Lot 1165	Lots 1158 to 1164 inclusive
Lot 1168	Lot 1122
Lot 1169	Lots 1122 and 1168
Lot 1171	Lots 1122, 1168 and 1169

Sheet 2 of ¹⁶15 Sheets

REGISTERED  17.6.1993

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

(LENGTHS ARE IN METRES)

PLAN **DP830610**

Plan of Subdivision of Lot 100
DP: 830109

**FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND**

New South Wales Land and Housing
Corporation 23-31 Moore Street,
Liverpool NSW 2170.

**2. IDENTITY OF EASEMENT OR
RESTRICTIONS SECONDLY REFERRED
TO IN ABOVEMENTIONED PLAN**

Easement to Drain Water 2 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened	Lots, name of road or Authority benefited
Lot 1146	Lots 1147 to 1154 inclusive
Lot 1147	Lots 1148 to 1154 inclusive
Lot 1148	Lots 1149 to 1154 inclusive
Lot 1166	Lots 1146 to 1154 inclusive and 1167
Lot 1167	Lots 1146 to 1154 inclusive

REGISTERED  17. 6. 1993

Handwritten initials/signature

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

(LENGTHS ARE IN METRES)

PLAN DP830610

Plan of Subdivision of Lot 100
DP: 830109

**FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND**

New South Wales Land and Housing
Corporation 23-31 Moore Street,
Liverpool NSW 2170.

**3. IDENTITY OF EASEMENT OR
RESTRICTIONS THIRDLY REFERRED
TO IN ABOVEMENTIONED PLAN**

Easement to Drain Water 2.5 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority
benefited

Lots 1033 and 1044

The Council of the City of
Liverpool

Lots 1052 and 1060

Lot 1 D.P. 596570

**4. IDENTITY OF EASEMENT OR
RESTRICTIONS FOURTHLY REFERRED
TO IN ABOVEMENTIONED PLAN**

Easement for Underground Mains
1 wide. (designated "E" on
abovementioned plan)

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots, name of road or Authority
benefited

Lots 997, 999, 1000,
1008, 1036, 1098,
1104

Prospect County Council

**5. IDENTITY OF EASEMENT OR
RESTRICTIONS FIFTHLY REFERRED TO
IN ABOVEMENTIONED PLAN**

Easement for Underground
Mains 1 wide. (designated 'F' on
abovementioned plan)

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority
benefited

Lot 997 and 999

Prospect County Council

Sheet 4 of ¹⁶18 Sheets

REGISTERED  17. 6. 1993

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

(LENGTHS ARE IN METRES)

PLAN DP830610

Plan of Subdivision of Lot 100
DP: 830109

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land and Housing Corporation 23-31 Moore Street, Liverpool NSW 2170.

6. IDENTITY OF EASEMENT OR RESTRICTIONS SIXTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Easement for Overhead Transmission Line 9 wide. (designated "G" on abovementioned plan)

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority benefited

Lot 998

Prospect County Council

7. IDENTITY OF EASEMENT OR RESTRICTIONS SEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Easement for Overhead Transmission Line 9 wide. (designated 'H' on abovementioned plan)

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority benefited

Lot 998

Prospect County Council

8. IDENTITY OF EASEMENT OR RESTRICTIONS EIGHTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Easement for Electricity Purposes 2.75 wide.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority benefited

Lot 1000

Prospect County Council

Sheet 5 of ¹⁶16 Sheets

REGISTERED  17. 6. 1993

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

(LENGTHS ARE IN METRES)

PLAN DP830610

Plan of Subdivision of Lot 100
DP: 830109

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land and Housing Corporation 23-31 Moore Street, Liverpool NSW 2170.

9. IDENTITY OF EASEMENT OR RESTRICTIONS NINETEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Easement for Water Supply Works 3 wide.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority benefited

Lots 998, 999 and 1038

Water Board.

10. IDENTITY OF EASEMENT OR RESTRICTIONS TENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Restrictions on the use of Land

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority benefited

Each Lot except Lots 998 to 1001 inclusive

Every other Lot except Lots 998 to 1001 inclusive

11. IDENTITY OF EASEMENT OR RESTRICTIONS ELEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Restrictions on the use of Land.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority benefited.

Lots 1002, 1003, 1059, 1060, 1064, 1065, 1066, 1067, 1101, 1102, 1103, 1104, 1105, 1139, 1140, 1141, 1142, 1143, 1144, 1146, 1147, 1148, 1150, 1151, 1152, 1166 and 1167

The Council of the City of Liverpool

Sheet 6 of 16 Sheets

REGISTERED  17.6.1993

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

(LENGTHS ARE IN METRES)

PLAN DP830610

Plan of Subdivision of Lot 100
DP: 830109

**FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND**

New South Wales Land and Housing
Corporation 23-31 Moore Street,
Liverpool NSW 2170.

**12. IDENTITY OF EASEMENT OR
RESTRICTIONS TWELFTHLY REFERRED
TO IN ABOVEMENTIONED PLAN**

Restrictions on the use of Land

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority
benefited

Lots 1092 to 1095 inclusive,
1166 and 1167

The Council of the City of
Liverpool.

**13. IDENTITY OF EASEMENT OR
RESTRICTIONS THIRTEENTHLY REFERRED
TO IN ABOVEMENTIONED PLAN**

Restrictions on the use of Land

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority
benefited

Lots 1108 and 1146

The Council of the City of
Liverpool

Sheet 7 of ¹⁶18 Sheets

REGISTERED  17.6.1993

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 80B OF THE CONVEYANCING ACT 1919

(LENGTHS ARE IN METRES)

PLAN DP830610

Plan of Subdivision of Lot 100
DP: 830109

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land and Housing Corporation 23-31 Moore Street, Liverpool NSW 2170.

14. IDENTITY OF EASEMENT OR RESTRICTIONS FOURTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Restrictions on the use of Land.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority benefited

Each lot except lot 996

The Council of the City of Liverpool

15. IDENTITY OF EASEMENT OR RESTRICTIONS FIFTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Restrictions on the use of Land.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority benefited

Lots 1097 to 1105 inclusive

The Council of the City of Liverpool

16. IDENTITY OF EASEMENT OR RESTRICTIONS SIXTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Restrictions on the use of Land.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority benefited

Lots 1002 to 1014 inclusive and Lots 1022 to 1045 inclusive

The Council of the City of Liverpool

Sheet 8 of ¹⁶16 Sheets

REGISTERED  17.6.1993

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

(LENGTHS ARE IN METRES)

PLAN DP830610

Plan of Subdivision of Lot 100
DP: 830109

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

New South Wales Land and Housing
Corporation 23-31 Moore Street,
Liverpool NSW 2170.

PART 2

TERMS OF EASEMENTS FOR UNDERGROUND MAINS 1 WIDE FOURTHLY AND FIFTHLY
REFERRED TO IN ABOVEMENTIONED PLAN DESIGNATED "E" AND "F" RESPECTIVELY.

An easement for the transmission of electricity with full and free right leave liberty and licence for the Council and its successors to erect construct place repair renew maintain use and remove underground electricity transmission mains wires cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the said easement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes for the erection construction and placement of the electricity transmission mains wires cables and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors, workmen, vehicles, materials, machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials machinery implements and things AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other erection of any kind or description on over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface, under-surface or subsoil thereof without the Council's permission in writing being first had and obtained PROVIDED that anything permitted by the Council under the foregoing Covenant shall be executed in all respects in accordance with the reasonable requirements of the Council and to the reasonable satisfaction of the Engineer of the Council for the time being.

Sheet 9 of ¹⁶ 28 Sheets

REGISTERED  21.7.6.1993

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

(LENGTHS ARE IN METRES)

PLAN

DP830610

Plan of Subdivision of Lot 100
DP: 830109

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

New South Wales Land and Housing
Corporation 23-31 Moore Street,
Liverpool NSW 2170.

**TERMS OF EASEMENTS FOR OVERHEAD TRANSMISSION LINE 9 WIDE SIXTHLY AND
SEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN DESIGNATED "G" AND "H"
RESPECTIVELY**

An easement for the transmission of electricity with full and free right leave liberty and licence for the Council and its successors to erect construct place repair renew maintain use and remove electricity transmission mains wires cables towers poles and ancillary works on the surface, undersurface, or subsoil of the said easement for the transmission of electricity and for purposes incidental thereto through and/or in and/or over and/or along the said easement and to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and to cut or trim or lop trees branches and other growths or foliage and to remove any other obstructions of any kind whatsoever which now or at any time hereafter may overhang encroach or be in or on the said easement and which may or may be likely to interfere with any right leave liberty or licence granted hereunder and for any of the purposes aforesaid for the Council and every person authorised by it to enter into and upon the said easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors workmen vehicles things persons and to being and place and leave thereon or remove therefrom all necessary material machinery implements and things provided that the Council and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original conditions AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building, fences or other erection of any kind or description on over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface, undersurface or subsoil thereof without the Council's permission in writing being first had and obtained PROVIDED that anything permitted by the Council under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of the Council and to the reasonable satisfaction of the Engineer of the Council for the time being.

Sheet 10 of ¹⁶ 15 Sheets

REGISTERED  17.6.1993

Handwritten initials/signature

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

(LENGTHS ARE IN METRES)

PLAN

DP 830610

Plan of Subdivision of Lot 100
DP: 830109

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

New South Wales Land and Housing
Corporation 23-31 Moore Street,
Liverpool NSW 2170.

TERMS OF EASEMENT FOR ELECTRICITY PURPOSES 2.75 WIDE EIGHTHLY REFERRED TO
IN ABOVEMENTIONED PLAN

An easement for the transmission of electricity and for that purpose to install all necessary equipment (including transformers and underground transmission mains wires and cables) together with the right to come and go for the purpose of inspecting, maintaining, repairing, replacing and/or removing such equipment and every person authorised by the Prospect County Council to enter into and upon the said easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors, workmen, vehicles, things or persons and to bring and place and leave thereon or remove therefrom all necessary materials, machinery, implements and things provided that the Prospect County Council and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition.

TERMS OF EASEMENT FOR WATER SUPPLY WORKS 3 WIDE NINETHLY REFERRED TO IN
ABOVEMENTIONED PLAN

An easement for Water Supply Works 3 wide and variable in the terms as set out in Memorandum X342178 filed in the Land Titles Office. For the purposes of this Instrument, references within Memorandum X342178 to the "Transferee" shall be taken to be references to the Authority hereby benefited and references to the "Transferor" shall be taken to be references to the Registered Proprietor from time to time of the land burdened, AND FURTHER, references to "the said land" shall be taken as references to the site of the subject easement hereby created.

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Sheet 11 of 18 Sheets

REGISTERED  17.6.1993

Handwritten signature or initials

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

(LENGTHS ARE IN METRES)

PLAN

DP 830610

Plan of Subdivision of Lot 100
DP: 830109

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land and Housing Corporation 23-31 Moore Street, Liverpool NSW 2170.

TERMS OF RESTRICTIONS ON THE USE OF LAND TENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

- (a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation or its successors without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining land by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.
- (b) No advertisement hoarding sign or matter shall be erected or displayed on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

TERMS OF RESTRICTIONS ON THE USE OF LAND ELEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

No building shall be erected on any lot burdened unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a practising qualified Engineer to the requirements of the Liverpool City Council.

TERMS OF RESTRICTIONS ON THE USE OF LAND TWELFTHLY REFERRED TO IN ABOVEMENTIONED PLAN

- (a) The external wall of a dwelling erected upon any lot burdened shall be constructed on or within 0.15 metres of the boundary within such lot demarcated "a-b" on the abovementioned plan, provided that the maximum continuous length of the external wall on such boundary shall not exceed 9 metres in length without a step.

16
Sheet 12 of 16 Sheets

REGISTERED



17.6.1993

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

(LENGTHS ARE IN METRES)

PLAN

DP 830610

Plan of Subdivision of Lot 100
OP: 830109

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land and Housing Corporation 23-31 Moore Street, Liverpool NSW 2170.

- (b) Any window constructed in an external wall of a dwelling erected upon any lot burdened which is parallel to the boundary within such lot demarcated "a-b" on the abovementioned plan, shall be set back at least 0.9 metres from such boundary.
- (c) A dwelling erected on any lot burdened shall be set back at least 1.2 metres from the boundary within such lot demarcated "c-d" on the abovementioned plan and such dwelling shall be set back at least 2.5 metres from the boundary within such lot demarcated "b-d" on the abovementioned plan.
- (d) A courtyard having a minimum area of 30 square metres and a minimum dimension of 4 metres in any direction shall be provided in conjunction with the dwelling erected on any lot burdened, and such courtyard shall be located adjacent to the boundary within such lot demarcated "c-d" on the abovementioned plan and the living areas within the dwelling shall have a direct orientation and be adjacent to such courtyard.
- (e) A fence having a minimum height of 1.8 metres shall be provided on all side and rear boundaries of any lot burdened and such fence shall be erected behind the front building alignment and where the external walls of the dwelling erected upon the land do not coincide with the allotment boundary.

TERMS OF RESTRICTIONS ON THE USE OF LAND THIRTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

A dwelling erected on any lot burdened shall be set back at least 1.2 metres from the boundary within such lot demarcated "c-d" on the abovementioned plan.

TERMS OF RESTRICTIONS ON THE USE OF THE LAND FOURTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

The height of any building or structure including, chimneys, vents, T.V. antennae and construction cranes erected on any lot burdened shall not exceed an elevation of 99.0 metres Australian Height Datum.

16
Sheet 13 of 28 Sheets

REGISTERED  *17.6.1993*

DP 830610

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

(LENGTHS ARE IN METRES)

PLAN

DP 830610

Plan of Subdivision of Lot 100
DP: 830109

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land and Housing Corporation 23-31 Moore Street, Liverpool NSW 2170.

TERMS OF RESTRICTIONS ON THE USE OF LAND FIFTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

No fencing other than that which is constructed of materials approved by the Council of the City of Liverpool shall be erected along the rear or side boundaries of any lot burdened which are common with lot 997 on the abovementioned plan.

TERMS OF RESTRICTIONS ON THE USE OF LAND SIXTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

- (a) The rear boundary of any lot burdened which abuts lot 998 in the abovementioned plan shall be fenced PROVIDED HOWEVER that approval to the type and construction of such fence shall first be sought and obtained from the Council of the City of Liverpool.
- (b) Vehicular and pedestrian access across the rear boundary of any lot burdened to or from Elizabeth Drive or Cowpasture Road will not be permitted.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE TERMS OF EASEMENTS FIRSTLY AND SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN

The Council of the City of Liverpool.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE TERMS OF EASEMENTS AND RESTRICTIONS THIRDLY, ELEVENTHLY, TWELFTHLY, THIRTEENTHLY, FIFTEENTHLY AND SIXTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

The Council of the City of Liverpool

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY TERMS OF EASEMENTS FOURTHLY, FIFTHLY, SIXTHLY, SEVENTHLY AND EIGHTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Prospect County Council

REGISTERED  17.6.1993

Handwritten signature

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

(LENGTHS ARE IN METRES)

PLAN

DP 830610

Plan of Subdivision of Lot 100
DP: 830109

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

New South Wales Land and Housing
Corporation 23-31 Moore Street,
Liverpool NSW 2170.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY TERMS OF EASEMENT
NINETHLY REFERRED TO IN ABOVEMENTIONED PLAN

Water Board

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY TERMS OF RESTRICTIONS
TENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

The New South Wales Land and Housing Corporation

SIGNED by me GRAHAME RICHARD YARD as)
DELEGATE of the NEW SOUTH WALES LAND)
AND HOUSING CORPORATION who hereby)
declares that he has no notice of the)
revocation of the delegation in the)
presence of)

NEW SOUTH WALES LAND AND
HOUSING CORPORATION by
its delegate

[Signature]

[Signature]

Sheet 15 of ¹⁶ 16 Sheets

REGISTERED  *17.6.1993*

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

(LENGTHS ARE IN METRES)

PLAN: DP 830610

Plan of Subdivision of Lot 100 DP 830109

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land and Housing Corporation 23-31 Moore Street, Liverpool NSW 2170

PART 1

17. IDENTITY OF EASEMENT OR RESTRICTIONS SEVENTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Restriction on the use of Land

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened

Lots, name of road or Authority benefited

Lots 1048 to 1104
Lots 1106 to 1118
Lots 1124 to 1127

Every Lot

PART 2

TERMS OF RESTRICTION ON THE USE OF LAND SEVENTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

- 1 No building on any lot burdened shall be used or permitted to be used as an Exhibition Village Display Home.
- 2 This Restriction on the Use of Land shall expire on 31 December 2000.
- 3 The person having the right to release vary or modify this Restriction on the Use of Land is RAWGOAL PTY LIMITED (ACN 060 229 601).

SIGNED by me ~~GRAHAM RICHARD YARD~~ ^{CARL PETER WILSON} as)
DELEGATE of the NEW SOUTH WALES LAND)
AND HOUSING CORPORATION who hereby)
declares that he has no notice of the)
revocation of the delegation in the)
presence of:)

NEW SOUTH WALES LAND
AND HOUSING
CORPORATION by its
delegate

David Paul Terrey
DAVID PAUL TERREY

[Signature]

Sheet 16 of 16 Sheets

SHEET 16 ADDED IN LTO AT THE REQUEST OF THE N.S.W LAND AND HOUSING CORPORATION
VIDE 1993 M666 (405) 24.11.1993

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

Ref.: 2019/030671:81343
Ppty: 44263

Cert. No.: 608

Applicant:
INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

Receipt No.: 4319256
Receipt Amt.: 53.00
Date: 12-Aug-2019

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

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

Legal Description: LOT 1115 DP 830610

Street Address: 56 EDINBURGH CIRCUIT, CECIL HILLS NSW 2171

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

Note: Commonly Used Abbreviations:

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



1. Names of relevant planning instruments and DCPs

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

LEPs:

Liverpool LEP 2008

SEPPs*:

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

Deemed SEPPs*:

Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment

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

Draft LEPs:

N/A

Draft SEPPs*:

Draft SEPP (Competition) 2010

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



Liverpool DCP 2008

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

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

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

R2 Low Density Residential - Liverpool LEP 2008

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

Home-based child care; Home occupations

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

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

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

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

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

No

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



No

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

No

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

No

3. Complying development

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

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

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

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

Nil

4. Coastal protection*

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

No

4A. Certain information relating to beaches and coasts*

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

No

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

Not applicable

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

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

No

5. Mine subsidence*

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

No



6. Road widening and road realignment

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

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

No

(b) An EPI?

No

(c) A resolution of the council?

No

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

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

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



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

7A. Flood related development controls information

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

No

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

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

No

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

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

8. Land reserved for acquisition

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

No

9. Contribution Plans

Liverpool Contributions Plan 2009

9A. Biodiversity certified land*

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

No



10. Biobanking agreements*

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

No

10A. Native vegetation clearing set asides

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

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

11. Bushfire prone land

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

No

12. Property vegetation plans*

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

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

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

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

No, Council has not been notified of an order

14. Directions under Part 3A*

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

No

15. Site compatibility certificates and conditions for seniors housing*

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

No, Council has not been notified of an order.

16. Site compatibility certificates for infrastructure*



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

No, Council has not been notified of an order

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

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

No, Council has not been notified of an order.

18. Paper subdivision information*

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

No

19. Site verification certificates*

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

No, Council is not aware of a site verification certificate

20. Loose-fill asbestos insulation *

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

No

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

21. Affected building notices and building product rectification orders*

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

No

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

No

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

No

22. Contaminated land

Is the land:

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

No

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

No

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

No

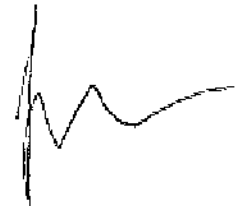
(d) Subject to an ongoing maintenance order within the meaning of that Act?

No

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

No

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



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

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





Enquiry ID 3117487
Agent ID 81429403
Issue Date 12 Aug 2019
Correspondence ID 1694604727
Your reference 2019/030671

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D830610/1115	56 EDINBURGH CC CECIL HILLS 2171	\$595 000

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

Yours sincerely,

Stephen R Brady
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full.

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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



landtax@revenue.nsw.gov.au

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