

98A Dobroyd Drive

Elizabeth Hills NSW 2171

Draft Contract

**McGrath**

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>MCGRATH ESTATE AGENTS LIVERPOOL</b> 265B Macquarie Street, LIVERPOOL NSW 2170	phone (02) 9824 1100 fax (02) 9824 1120 ref
co-agent	Not Applicable	phone fax ref
vendor	<b>JEANNETTE NELSON</b> 16 Newington Glade MARSDEN PARK NSW 2765	
vendor's solicitor	<b>COLEMAN GREIG LAWYERS</b> Suite 607, Level 6, 2-8 Brookhollow Avenue, Norwest NSW 2153 PO Box 7625, Norwest BC NSW 2153 DX 9958 Norwest email: taustin@colemangreig.com.au	phone +61 2 9895 9343 fax +61 2 9895 9290 ref TBA:2202562
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	<b>98A DOBROYD DRIVE, ELIZABETH HILLS NSW 2171</b> Registered Plan: Lot 2 in Strata Plan SP89189 <b>Folio Identifier 2/SP89189</b> <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

witness

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

purchaser

JOINT TENANTS  tenants in common  in unequal shares

witness

**Choices**

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

**Nominated Electronic Lodgment Network (ELN)** (clause 30) PEXA

**Electronic transaction** (clause 30)  no  YES

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

Parties agree that the deposit be invested (clause 2.9)  NO  yes

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

**Land tax** is adjustable  NO  yes

**GST: Taxable supply**  NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply  NO  yes

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

## List of Documents

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

Strata Master  
 PO Box 219, Cremorne NSW 2090  
 Tel: 02 9909 5300      Email: [info@stratamaster.com.au](mailto:info@stratamaster.com.au)

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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

**7 Claims by purchaser**

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

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

**8 Vendor's rights and obligations**

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

**9 Purchaser's default**

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

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

**10 Restrictions on rights of purchaser**

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

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

- 13.8.1 this sale is not a taxable supply in full; or  
 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –  
 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and  
 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –  
 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;  
 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;  
 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and  
 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

#### 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.  
 The *parties* must make any necessary adjustment on completion.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –  
 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;  
 14.4.2 by adjusting the amount that would have been payable if at the start of the year –  
 • the person who owned the land owned no other land;  
 • the land was not subject to a special trust or owned by a non-concessional company; and  
 • if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –  
 14.6.1 the amount is to be treated as if it were paid; and  
 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

#### 15 Date for completion

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

#### 16 Completion

##### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

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

**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

**24 Tenancies**

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

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

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

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

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

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

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

## ANNEXURE TO CONTRACT FOR SALE OF LAND

<b>VENDOR:</b>	<b>JEANNETTE NELSON</b>
<b>PURCHASER:</b>	
<b>PROPERTY:</b>	<b>98A Dobroyd Drive, Elizabeth Hills</b>

### 33. AMENDMENTS TO PRINTED FORM OF THE CONTRACT:

#### 33.1 Deposits and other payments before completion.

Clause 2.9 is amended as follows:

33.1.1 After the word "deposit" in the first line the words "or any other moneys" are to be inserted.

33.1.2 Add to the end of clause 2.9 the words "Provided that the deposit holder shall only be required to invest the deposit if the parties supply to the deposit holder their tax file numbers"

33.1.3 Add in clause 3.2 after "Deposit Bond" with an expiry date no earlier than 42 days after the date for completion shown on the front page of this Contract.

#### 33.2 Add additional clause 4.5 as follows:

"4.5 If the Purchaser fails to serve the Transfer as required by clause 4.1 the Purchaser shall pay on completion the Vendor's additional costs of \$110.00 (inclusive of GST) as a genuine pre-estimate of the Vendor's additional expenses in relation to the Purchaser's failure".

#### 33.3 Claims by Purchaser - delete clause 7.1.1.

#### 33.4 Restrictions on rights of Purchaser – clause 10 is amended as follows:

33.4.1 Add to the first line of clause 10.1 the words "or delay completion" after the word "terminate"

33.4.2 In Clause 10.1.2 add "or the Common Property" after "property" in the second line.

33.4.3 Delete from clause 10.1.8 the words "substance" and disclosed" and insert in lieu respectively "existence" and "noted".

33.4.4 Delete from clause 10.1.9 the words "substance" and disclosed" and insert in lieu respectively "existence" and "noted".

33.4.5 Add to clause 10.2 after the word "rescind" the words "requisition, claim".

33.5 Delete clause 14.4.2.

#### 33.6 Completion – Clause 16 is amended as follows:

33.6.1 Delete from clause 16.5 the words ", plus another 20% of that fee".

33.6.2 Add to clause 16.6 the words "not less than 7 days prior to the completion date" after the word "If".

33.6.3 Clause 16.8 is deleted.

33.7 Clause 20.6.5 is deleted and the following inserted in its place:

"20.6.5 served if it is served by fax to the party's solicitor at the time of sending unless it is not received but production of a report produced by the sender's fax machine of an error-free transmission shall be prima facie evidence of the receipt of such fax and the time of such receipt".

33.8 Delete "and" at the end of 31.1.1 add replace it with "or".

33.9 Clause 23.13 is amended by replacing the word "Vendor" with the word "Purchaser".

33.10 Clause 23.14 is amended by replacing the word "Purchaser" with the word "Vendor".

33.11 Clause 23.14 the words " On Completion the purchaser must pay the Vendor the prescribed fee for the certificate" are deleted.

#### **34. ALTERATIONS TO CONTRACT**

Each party hereof authorises his, her or their Solicitor or any employee of that Solicitor to make alterations to this Contract including the addition of annexures after execution up until the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this Contract as if same was annexed prior to the Contract being executed.

#### **35. CLAIM FOR COMPENSATION**

Notwithstanding the provisions clause 7, any claim for compensation made by the Purchaser shall be deemed to be an objection or requisition for the purposes of clause 8.

#### **36. STATE OF REPAIR**

The Purchaser relies upon the Purchaser's own enquiry regarding the present state of repair of the property or improvements to the property. No objection, requisition or claim for compensation may be made regarding the state or repair or condition (including patent or latent defects) of the property or improvements

#### **37. AGENT INDEMNITY**

The Purchaser warrants to the Vendor that the Purchaser has not been introduced to the Property by any estate agent or agency (other than the agent or agency [if any] nominated in this Contract) and hereby agrees to indemnify the Vendor against any claim by any estate agent or agency due to the Purchaser's breach of this warranty to the intent that all damages, costs and expenses on a Solicitor and client basis which may be incurred by the Vendor in respect of any such claim shall be paid by the Purchaser to the Vendor. The Vendor warrants to the Purchaser that the Vendor has not given any estate agent or agency (other than the agent or agency [if any] nominated in this Contract) a sole or exclusive agency for the sale of the Property. It is hereby agreed that this clause shall not merge on completion.

#### **38. INTEREST FOR LATE COMPLETION**

(a) If the Purchaser does not complete this Contract by the later of the completion date and the date the Vendor is ready, willing and able to complete ("the effective date") the Purchaser must:

(i) in addition to the balance of the purchase price payable on completion, pay interest on the balance of the purchase price at a rate of eight per

centum (8%) per annum calculated on a daily basis from the effective date up to and including the actual date of completion

- (ii) pay the sum of \$450.00 plus GST to cover legal costs and expenses incurred as a consequence of the delay, as a genuine pre-estimate of those additional expenses, to be allowed by the Purchaser, as an adjustment on completion; and

this special condition does not affect any other right, privilege, obligation or liability acquired, or accrued under this Contract.

- (b) Despite sub clause (a), if the Vendor is unable or unwilling to complete by the completion date then the effective date for this Clause will be five clear business days after the Vendor gives written Notice to the Purchaser that he is ready, willing and able to complete.

### **39. NOTICE TO COMPLETE**

If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to Complete making the time for completion essential. Such a Notice shall give not less than fourteen days notice and may nominate a specified hour on the last day as the time for completion. A Notice to Complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. A party which issues a Notice to Complete is also entitled to withdraw such notice and such withdrawal shall not prejudice its right to issue a subsequent Notice.

### **40. RELEASE OF DEPOSIT**

Notwithstanding anything else in this Contract, the Purchaser agrees to release the whole or that part of the deposit as the Vendor requires at such time as the Vendor may require to be used by the Vendor for the payment of the whole or part of a deposit payable by the Vendor on another property or payment of part of an Ingoing Contribution/Accommodation Bond payable by the vendor or the vendor's entry into a Retirement Village/Aged Care Facility or stamp duty in respect of the purchase of another property. If such release is required at the time of making this Contract, then the deposit shall be paid in the manner directed by the Solicitor for the Vendor otherwise the deposit of part thereof shall be released by the Depositholder as directed in writing by the Vendor's Solicitor without the need for any further direction or authority being given by the Purchaser or their Solicitor. The Purchaser shall not be entitled to make any claim for loss of interest which would otherwise be payable pursuant to Clause 3.

### **41. DEPOSIT PAYABLE WHERE RIGHT TO "COOL OFF"**

If the Contract is made and the Purchaser has the right to "Cool Off" by rescinding this Contract, pursuant to Sections 66S and 66U of the Conveyancing Act 1919, as amended, the deposit may be paid as to 0.25% of the purchase price on the date of this Contract is made and as to the balance of the deposit (or the balance of the first instalment of the deposit if it is agreed that the deposit shall be paid by instalments) by 5pm on the fifth business day after the day on which this Contract is made, or if the "cooling off" period is extended, by 5 pm on the day to which the "cooling off" period is extended.

### **42. PURCHASER BEING A PROPRIETARY COMPANY**

If the Purchaser is a corporation then this Contract has been entered into by the Vendor at the request of the Guarantors, and, as evidenced by their execution hereof, the Guarantors do hereby jointly and severally guarantee the due observance and performance by the Purchaser of all obligations on the part of the Purchaser to be observed and performed under the Contract and that the Guarantors will upon demand pay to the Vendor all monies which may become due, owing or payable by the Purchaser

to the Vendor pursuant to the Contract and will be responsible for the due compliance, observance and performance of all of the obligations on the part of the Purchaser to be observed and performed to the same extent as if they were a party to the contract and this guarantee shall be a continuing joint and several guarantee and shall bind each Guarantor, and their heirs, executors, administrators and assigns and shall not be released, varied or negated by the giving of any time or the granting of any concession or waiver of any requirement or condition by the Vendor. The Guarantors do hereby jointly and severally indemnify and agree to hold indemnified the vendor against all losses, damages and expenses incurred by the Vendor as a result of any breach or default on the part of the Purchaser of any of the obligations on the part of the Purchaser to be observed and performed under the Contract.

#### **43. SERVICE OF NOTICES**

Notwithstanding clause 20.6 of the Standard Form, a document under or relating to this contract is served if it is sent by email to the party's solicitor, unless the sender is aware that it is not received. The document will be deemed to be served:

- (a) On the same business day that it is sent by email if it is sent before 5.00pm; and
- (b) On the next business day if it sent by email on or after 5.00pm.

#### **44. ADJUSTMENTS**

The parties agree to adjust all usual outgoings and all amounts under the contract on settlement, but if any amount is incorrectly calculated, overlooked or an error is made in such calculations, the parties agree to correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.

#### **45. ELECTRONIC SIGNATURE AND EXCHANGE**

45.1 This Contract may be executed:

45.1.1 in any number of counterparts and all the counterparts together shall make one instrument;

45.1.2 electronically by both parties using DocuSign or by exchanging electronic copies of original signatures on this Contract;

45.2 This Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email or facsimile.

45.3 The parties acknowledge that the electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.

45.4 The parties agree to be bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause and the purchaser may not object or delay settlement because of anything contained in this clause.

45.5 The parties agree that they will be bound by, have complied with and will comply with the Electronic Transactions Act 2000 (NSW) and any terms and conditions of DocuSign, in relation to the execution of this Contract.

45.6 For the purposes of this clause, **DocuSign** means the signature software and platform located at [www.docuSign.com](http://www.docuSign.com).

#### **46. PURCHASER'S REPRESENTATIONS AND WARRANTIES**

- (a) Representations and Warranties

The Purchaser represents and warrants that:

- (i) it has not relied on any warranty or representation by the Vendor or any person on its behalf except as expressly provided in this Contract;
- (ii) it acknowledges that any marketing material provided to it by the Vendor or the Vendor's agent on or before the Contract Date is indicative only and the Purchaser has not relied on such material to enter into this Contract or as representing the subject matter of the sale;
- (iii) this Contract constitutes the whole of the Contract between the parties;
- (iv) it has relied entirely on its own enquiries relating to the property and inspection of the property (where the property is constructed prior to the Contract Date), all improvements and any inclusions referred to in this Contract, the Development Approval, any other development consents relevant to the subdivision and the use to which the property may be put;
- (v) it has obtained or has been in a position to obtain independent advice in relation to its obligations under this Contract and in relation to the Purchaser's entitlement (if any) to claim income tax deductions under the Income Tax Assessment Act 1997 (Cth);
- (vi) it has relied entirely on its own enquiries relating to any financial return or income to be derived from the property and has procured or has been in a position to procure its own investment advice; and
- (vii) unless expressly provided for in this Contract, it has not entered into this Contract as the trustee of a trust.

(b) **No Restrictions**

This clause does not restrict or remove the rights of the Purchaser in respect of any condition or warranty implied into this Contract by any law if to do so would contravene that law or make any part of this clause void.

(c) **Vendor's Reliance**

The Purchaser acknowledges that the Vendor has entered into this Contract on the basis that the warranties and representations contained in this clause are true and not misleading.

**47. DEATH OR INSOLVENCY**

(a) **Purchaser is a natural Person**

If before completion the Purchaser (and if more than one, any of them) being a natural person:

- (i) dies;
- (ii) becomes mentally ill; or
- (iii) becomes the subject of orders under the Protected Estates Act 1983 (NSW) or the Guardianship Act 1987 (NSW).

Then the Vendor may rescind this Contract by serving written notice on the Purchaser's solicitor and the provisions of clause 19 (**Rescission of Contract**) will then apply.

(b) **Purchaser is a Corporation**

If before completion the Purchaser (and if more than one, any of them) being a corporation:

- (i) resolves to go into liquidation;
- (ii) has an application or petition presented for its winding up;
- (iii) enters into any scheme of arrangement with its creditors under Part 5.1 of the Corporations Act; or
- (iv) has appointed any administrator, liquidator, receiver or receiver and manager,

Then the Purchaser is deemed to be permanently in default of an essential condition of this Contract.

**48. CONDITION OF PROPERTY**

(a) Subject to clauses 11, 43(b) and the warranties in the Conveyancing (Sale of Land) Regulation 2010 (NSW), the Purchaser acknowledges that the property is being purchased:

- (i) in its present condition and state of repair;
- (ii) subject to any latent or patent defects, including any defects in construction or repair of any improvements, and
- (ii) on the basis of the Purchaser's own inspections and enquiries.

(b) The Vendor is not responsible for:

- (i) fair wear and tear;
- (ii) breakdown or dilapidation of fittings, fixtures, plant and equipment located in the property; or
- (iii) infestation,

Before completion.

(c) The Purchaser further acknowledges that:

- (i) the Vendor has not made any representation or warranty about the property other than as expressly set out in this Contract, nor has anyone made a representation or warranty of that kind on the Vendor's behalf;
- (ii) the Purchaser has not relied on any representation or warranty about the property other than as expressly set out in the Contract; and
- (d) the Purchaser must not delay completion or make any objection, requisition or claim for compensation about the condition of the

property, its state of repair or its suitability for any purposes, or require the Vendor to carry out work on the property.

**49. COVID – 19 – VENDOR MAY DELAY COMPLETION**

The Vendor will use reasonable endeavours to vacate the Property prior to the Completion Date.

If the Vendor is prevented from vacating the Property in connection with any matter reasonably relating to the COVID-19 pandemic, including but not limited to:

- (a) the Vendor's or a related party to the Vendor's health; or
- (b) any governmental or statutory authority guidance, regulation or requirement;

the Vendor may in its sole and absolute discretion, by notice to the Purchaser, delay Completion until such a time as the Vendor can vacate the Property.

The Vendor may issue one or more notices pursuant to this Special Condition 49.

Any notice to delay Completion pursuant to this Special Condition 49 may be no less than a period of 7 days.

In the event that the Vendor is unable to vacate the Property pursuant to this Special Condition 49 within 3 months from the Completion Date, either Party may rescind this Contract.

The Purchaser may make no claim, requisition, terminate or rescind this Contract in relation to any matters set out in this Special Condition 49.

**GUARANTEE ANNEXURE TO CONTRACT FOR SALE OF LAND – (2019)  
AS PER SPECIAL CONDITION 42**

<b>VENDOR:</b>	<b>JEANNETTE NELSON</b>
<b>PURCHASER:</b>	
<b>PROPERTY:</b>	<b>2/98A Dobroyd Drive, Elizabeth Hills</b>

Executed by the Guarantor/s  
who is/are personally known to me:

.....

Signature of Witness

.....

Signature of Guarantor

.....

Name of Witness

.....

Name of Guarantor (Printed)

.....

Address of Witness

.....

Address of Guarantor

.....

Signature of Witness

.....

Signature of Guarantor

.....

Name of Witness

.....

Name of Guarantor (Printed)

.....

Address of Witness

.....

Address of Guarantor



FOLIO: 2/SP89189

SEARCH DATE	TIME	EDITION NO	DATE
14/7/2020	3:56 PM	3	8/9/2018

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

LAND

LOT 2 IN STRATA PLAN 89189  
AT ELIZABETH HILLS  
LOCAL GOVERNMENT AREA LIVERPOOL

FIRST SCHEDULE

JEANNETTE NELSON

(T AJ610304)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP89189
- 2 AJ610305 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP89189

SEARCH DATE	TIME	EDITION NO	DATE
14/7/2020	3:58 PM	1	24/4/2015

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 89189  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ELIZABETH HILLS  
LOCAL GOVERNMENT AREA LIVERPOOL  
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP89189

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 89189.  
ADDRESS FOR SERVICE OF DOCUMENTS:  
LEVEL 26, 60 MARGARET STREET, SYDNEY 2000

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 .9560474 COVENANT
- 4 \*DP1191831 EASEMENT FOR DRAINAGE OF WATER 7 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 , DP1191831 EASEMENT FOR MAINTENANCE & ACCESS & OTHER PURPOSES 0.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1191831 RESTRICTION(S) ON THE USE OF LAND
- 7 DP1191831 EASEMENT FOR UNDERGROUND CABLES & STREET LIGHTING EQUIPMENT 1.5 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 89189

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

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

2202562

PRINTED ON 14/7/2020

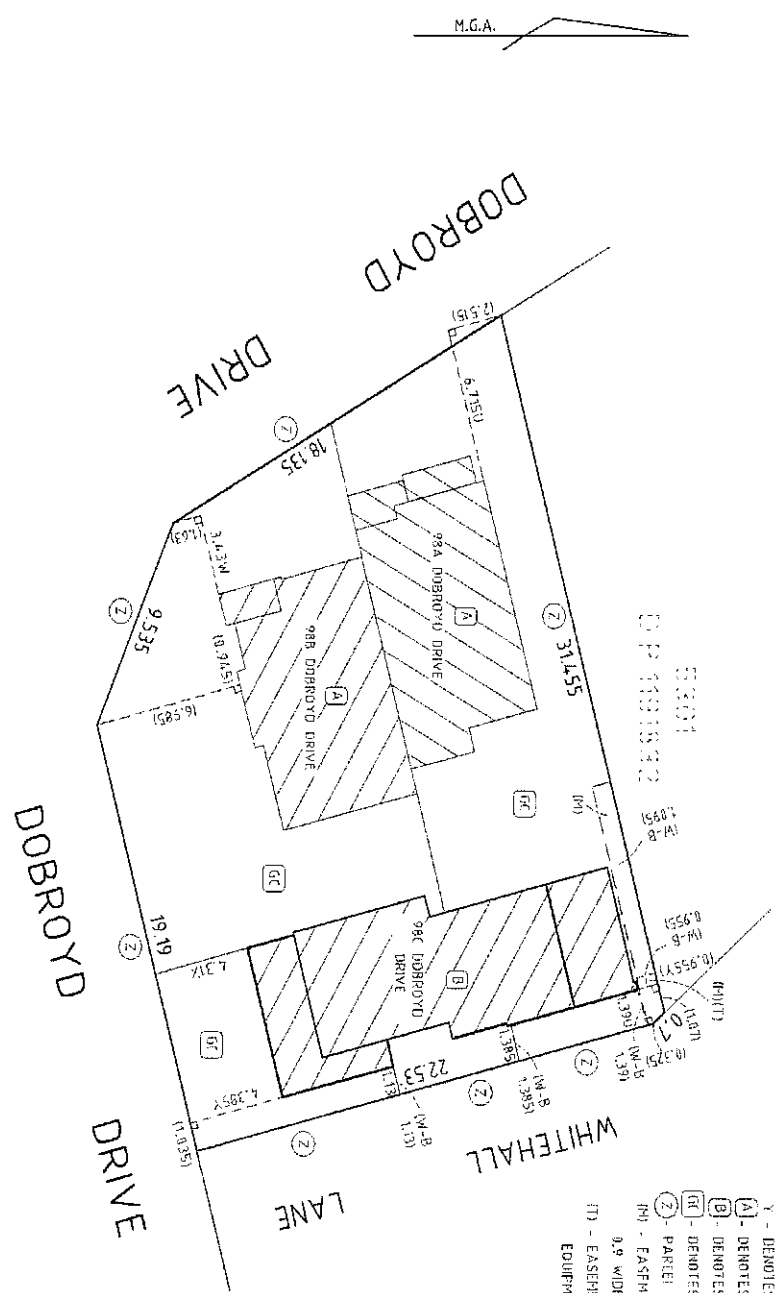
STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet No. 1 of 2 Sheets

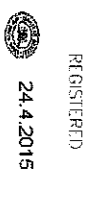
LOCATION PLAN



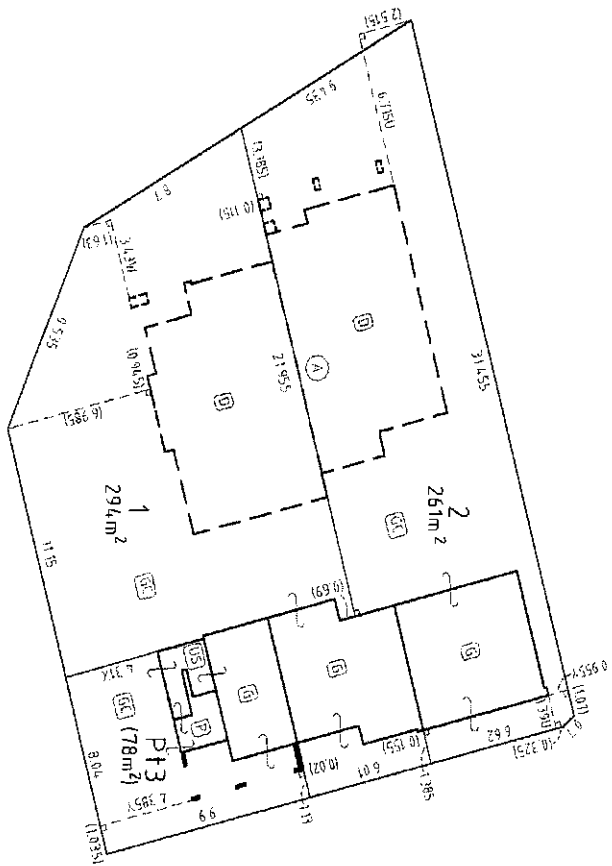
- (A) - DENOTES 90°
- (B) - DENOTES PROLONGATION OF NORTHERN FACE OF BRICK WALL
- (C) - DENOTES PROLONGATION OF SOUTHERN FACE OF BRICK WALL
- (D) - DENOTES PROLONGATION OF WESTERN FACE OF WALL
- (E) - DENOTES PROLONGATION OF EASTERN FACE OF WALL
- (F) - DENOTES TWO STOREY BRICK RESIDENCE TILE ROOF
- (G) - DENOTES ONE AND TWO STOREY BRICK RESIDENCE TILE ROOF
- (H) - DENOTES GARDEN COURT
- (I) - PARTY BOUNDARY IS CONCURRENT WITH LOT BOUNDARY
- (J) - EASEMENT FOR MAINTENANCE & ACCESS & OTHER PURPOSES
- (K) - EASEMENT FOR UNDERGROUND CABLES & STREET LIGHTING
- (L) - EASEMENT 1.5 WIDE & VARIABLE WIDTH (D.P. 198339) EQUIPMENT

Scale: 1:200

Surveyor: MATTHEW JOHN HYNES  
 Surveyor's Ref: PR11764-SA-5212  
 Subdivision No: SC51715  
 Lengths are in metres. Reduction Ratio 1:200



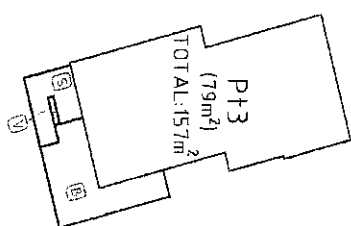
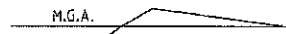
SP89189



**GROUND FLOOR PLAN**

- (V) - DENOTES VOID
- (G) - DENOTES GARDEN COURT
- (L) - DENOTES LOT
- (D) - THE BUILDING SITUATED WHOLLY WITHIN THAT PART OF LOT 1 DESIGNATED "D" FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY
- (H) - THE BUILDING SITUATED WHOLLY WITHIN THAT PART OF LOT 2 DESIGNATED "D" FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY
- (P) - DENOTES PORCH
- (P) - DENOTES PORCH AND IS FULLY COVERED
- (B) - DENOTES BALCONY AND ARE LIMITED IN HEIGHT TO 2.8m ABOVE ITS UPPER HARD SURFACE UNLESS COVERED WITHIN THIS LIMIT
- (S) - DENOTES STAIRS AND ARE LIMITED IN HEIGHT TO 2.8m ABOVE ITS UPPER HARD SURFACE UNLESS COVERED IN THIS LIMIT
- (S) - DENOTES UNDER STAIRS AND ARE FULLY COVERED

10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 (Scale of mm)






**FIRST FLOOR PLAN**

- GARDEN COURTS ARE LIMITED IN HEIGHT FROM 2 BELOW TO 2.8 ABOVE THE UPPER SURFACE OF THE CONCRETE SLAB OF THE GROUND FLOOR OF THE BUILDING ERRECTED ON THEIR RESPECTIVE LOTS EXCEPT WHERE COVERED WITHIN THIS LIMIT
- AREAS INCLUDE GARAGES, GARDEN COURTS, PORCH AND UNDER STAIRS ARE APPROXIMATE AND ARE CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
- THE PARTS OF LOT 1 & 2 DESIGNATED "D" ARE LIMITED IN HEIGHT FROM 2 BELOW TO 10 ABOVE THE UPPER SURFACE OF THE CONCRETE SLAB OF THE GROUND FLOOR OF THE BUILDING ERRECTED THEREIN
- ANY OVERHANG ATTACHED TO THAT PART OF LOT 1 DESIGNATED "D" FORMS PART OF LOT 1 AND IS NOT COMMON PROPERTY
- ANY OVERHANG ATTACHED TO THAT PART OF LOT 2 DESIGNATES "D" FORMS PART OF LOT 2 AND IS NOT COMMON PROPERTY
- ANY SERVICES LINES WITH ONE LOT SERVICING ANOTHER LOT ARE COMMON PROPERTY
- (A) - THE BOUNDARY OF LOTS 1 & 2 IS CENTRELINE OF WALL
- (U) - DENOTES PROLONGATION OF NORTHERN FACE OF BRICK WALL
- (V) - DENOTES PROLONGATION OF SOUTHERN FACE OF BRICK WALL
- (X) - DENOTES PROLONGATION OF WESTERN FACE OF WALL
- (Y) - DENOTES PROLONGATION OF EASTERN FACE OF WALL

Surveyor: MATTHEW JOHN HYNES	REGISTERED	SP89189
Surveyor's Ref: P/11784-SA-S212 Subdivision No: SC31/15	24.4.2015	


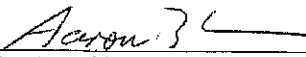
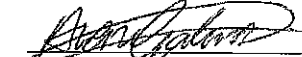
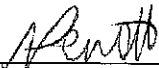
STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)
Office Use Only	Office Use Only	
Registered:  24.4.2015 Purpose: STRATA PLAN	SP89189	
<b>PLAN OF SUBDIVISION OF LOT 5212</b> <b>D.P. 1191831</b>	LGA: LIVERPOOL Locality: ELIZABETH HILLS Parish: CABRAMATTA County: CUMBERLAND	
<p style="text-align: center;"><b>Strata Certificate (Approved Form 5)</b></p> <p>(1) *The Council of <u>City of Liverpool</u>.....                      *The Accredited Certifier.....                      Accreditation No. ....                      has made the required inspections and is satisfied that the requirements of:                      *(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 30 Strata Schemes (Freehold Development) Regulation 2012,                      *(b) <del>Section 86 or 86A Strata Schemes (Leasehold Development) Act 1986 and clause 31 of the Strata Schemes (Leasehold Development) Regulation 2012,</del>                      have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.  <del>*(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</del>                      *(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.                      *(4) The building encroaches on a public place and;                      *(a) The Council does not object to the encroachment of the building beyond the alignment of.....                      *(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.                      *(5) This approval is given on the condition that lot(s) <sup>^</sup>..... are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.</p> Date..... <u>7-4-2015</u> ..... Subdivision No. .... <u>SC71/15</u> ..... Relevant Development Consent No. .... <u>1081/15</u> ..... issued by <u>Liverpool City Council</u> .....  Authorised Person / General Manager / Accredited Certifier	<p>Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)</p> <p><b>The Owners – Strata Plan No 89189</b></p> <p>Mirvac Homes (NSW) Pty Ltd                      Level 26, 60 Margaret Street                      SYDNEY NSW 2000</p> <p>The adopted by-laws for the scheme are:</p> <p>* <sup>^</sup>..... Model By-laws.                      *together with, Keeping of animals: Option *A*/B*/C                      *By-laws in 4 sheets filed with plan.                      * strike out whichever is inapplicable                      ^ Insert the type to be adopted (Schedules 2 - 7 SSM Regulation 2010)</p>	
<p>* Strike through if inapplicable.                      ^ Insert lot numbers of proposed utility lots.</p>	<p style="text-align: center;"><b>Surveyor's Certificate (Approved Form 3)</b></p> <p>I, Mathew John Hynes                      of RPS Australia East Pty Ltd                      a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that:</p> <p>(1) Each applicable requirement of                      * Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met                      * Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met;  <del>*(2) *(a) The building encroaches on a public place;                      *(b) The building encroaches on land (other than a public place), and an appropriate easement has been created by <sup>^</sup>..... to permit the encroachment to remain.</del>                      *(3) The survey information recorded in the accompanying location plan is accurate.</p> <p style="text-align: right;">Signature:                       Date: 23<sup>rd</sup> March 2015</p> <p>* Strike through if inapplicable.                      ^ Insert the Deposited Plan Number or Dealing Number of the Instrument that created the easement</p>	
Use STRATA PLAN FORM 3A for certificates, signatures and seals	SURVEYOR'S REFERENCE: PR111765-5212-SYDW (2014M7600(184))	

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

ePlan

STRATA PLAN ADMINISTRATION SHEET		Sheet 2 of 2 sheet(s)										
<p style="text-align: right;">Office Use Only</p> <p>Registered:  24.4.2015</p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 24pt; text-align: center;">SP89189</p>											
<p><b>PLAN OF SUBDIVISION OF LOT 5212</b></p> <p><b>D.P. 1191831</b></p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A Schedule of Unit Entitlements.</li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>.</li> <li>• Signatures and seals - see 195D <i>Conveyancing Act 1919</i>.</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>											
<p>Subdivision Certificate number: <u>SC31/15</u></p> <p>Date of endorsement: <u>7-4-2015</u></p>	<p style="text-align: center;"><b>SCHEDULE OF UNIT ENTITLEMENT</b></p> <p style="text-align: center;"><i>(if space is insufficient use additional annexure sheet)</i></p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">LOT No.</th> <th>ENTITLEMENT</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">60</td> </tr> <tr> <td style="text-align: center;">AGGREGATE</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> <p>Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants</p> <p>Executed by <b>MIRVAC HOMES (NSW) PTY LIMITED</b> by the party's attorney pursuant to Power of Attorney registered Book 4662 No. 48 who states that no notice of revocation of the Power of Attorney has been received in the presence of.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>                      _____                      Signature of Attorney</p> <p style="text-align: center;"><b>Aaron Baker</b>                      Name of Attorney (block letters)                      Senior Development Manager</p> <p>Position of Attorney</p> </div> <div style="width: 45%;"> <p>                      _____                      Signature of Witness</p> <p style="text-align: center;"><b>ARIAN GALANIS</b>                      Name of Witness (block letters)</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>                      _____                      Signature of Attorney</p> <p style="text-align: center;"><b>Adam Thomas Perrott</b>                      Name of Attorney (block letters)                      Senior Development Manager</p> <p>Position of Attorney</p> </div> <div style="width: 45%;"> <p><u>34 DUNKIRK AVE KINGSGROVE NSW, 2208</u>                      Address of Witness</p> </div> </div> <p style="text-align: center; font-size: 10pt;">If space is insufficient use additional annexure sheet.</p> <p>Surveyor's Reference: <i>PR111765-5212-SYDW (2014M7600(184))</i></p>		LOT No.	ENTITLEMENT	1	20	2	20	3	60	AGGREGATE	100
LOT No.	ENTITLEMENT											
1	20											
2	20											
3	60											
AGGREGATE	100											

# SP89189

ePlan

Approved Form 27

## By-Laws

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

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

#### By-Law 23: Hotwater Service

- 23.1 In this by-law, **Hotwater Service** means the hotwater service located on that part of the common property being the roof of the building on which Lot 3 is located and includes any related plant, conduits and equipment located in and forming part of the common property.
- 23.2 The Owner of Lot 3 shall have the exclusive use and enjoyment of the Hotwater Service and the exclusive right to use the area of common property where the Hotwater Service is located.
- 23.3 The Owner of Lot 3 is responsible for the repair, maintenance and replacement of the Hotwater Service and that part of the common property on which it is located, and must not alter the location of the Hotwater Service without the prior consent of the Owners Corporation.
- 23.4 The Owner of Lot 3 may not replace the Hotwater Service without the prior written consent of the Owners Corporation (which may not be unreasonably withheld), unless the Hotwater Service is replaced with a hotwater service of substantially the same or superior standard, and of substantially the same dimensions and capacity.
- 23.5 Damage to the Hotwater Service or that part of the common property on which it is located, and any adjacent common property caused by the Owner or Occupier of Lot 3 or any authorised user must be made good by and at the cost of that Owner or Occupier in a proper and workmanlike manner and to the reasonable satisfaction of the Owners Corporation.
- 23.6 The Owner of Lot 3 must keep the Owners Corporation indemnified from and against claims and liability of any kind or expenses incurred by the Owners Corporation arising out of the rights conferred by this by-law.
- 23.7 The Owner of Lot 3 may allow any Occupier of that lot to exercise the rights of exclusive use of the Owner under this by-law 23. The Owner of Lot 3 remains liable under this by-law for all obligations under this by-law 23.

# SP89189

ePlan

## By-Law 24: Metal Window Coverings

- 24.1 In this by-law, **Metal Window Coverings** means the metal window coverings adjacent to Lot 3 located on that part of the common property being level 1 of the building in which Lot 3 is located.
- 24.2 The Owner of Lot 3 shall have exclusive use and enjoyment of the Metal Window Coverings and the exclusive right to use the area of common property where the Metal Window Coverings are located.
- 24.3 The Owner of Lot 3 is responsible for the repair, maintenance and replacement of the Metal Window Coverings and that part of the common property on which they are located.
- 24.4 The Owner of Lot 3 may not replace the Metal Window Coverings without the prior written consent of the Owners Corporation (which may not be unreasonably withheld), unless the Metal Window Coverings are replaced with metal window coverings of substantially the same or superior standard, and of substantially the same dimensions and capacity.
- 24.5 Damage of the Metal Window Coverings or that part of the common property on which they are located, and any adjacent common property caused by the Owner or Occupier of Lot 3 or any Authorised User must be made good by and at the cost of that Owner or Occupier in a proper and workmanlike manner and to the reasonable satisfaction of the Owners Corporation.
- 24.6 The Owner of Lot 3 must keep the Owners Corporation indemnified from and against claims and liability of any kind or expenses incurred by the Owners Corporation arising out of the rights conferred by this by-law.
- 24.7 The Owner of Lot 3 may allow any Occupier of that lot to exercise the rights of exclusive use of the Owner under this by-law 24. The Owner of Lot 3 remains liable under this by-law for all obligations under this by-law 24.

# SP89189

ePlan

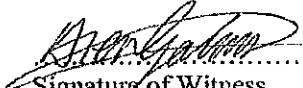
## By-Law 25 Drainage pipes

- 25.1 In this by-law, Drainage Pipes means the drainage pipes located on that part of the common property being the face of the building on which Lot 3 is located and includes any related plant, pipes, conduits and equipment located in and forming part of the common property.
- 25.2 The Owner of Lot 3 shall have the exclusive use and enjoyment of the drainage pipes and the exclusive right to use the area of common property where drainage pipes are located.
- 25.3 The Owner of Lot 3 is responsible for the repair, maintenance and replacement of the drainage pipes and that part of the common property on which it is located, and must not alter the location of the drainage pipes without the prior consent of the Owners Corporation.
- 25.4 The Owner of Lot 3 may not replace the drainage pipes without the prior written consent of the Owners Corporation (which may not be unreasonably withheld), unless the drainage pipes are replaced with drainage pipes of substantially the same or superior standard, and of substantially the same dimensions and capacity.
- 25.5 Damage to the drainage pipes or that part of the common property on which it is located, and any adjacent common property caused by the Owner or Occupier of Lot 3 or any authorised user must be made good by and at the cost of that Owner or Occupier in a proper and workmanlike manner and to the reasonable satisfaction of the Owners Corporation.
- 25.6 The Owner of Lot 3 and its experts and consultants, are granted access over Lots 1 and 2 for the purpose of carrying out repairs and replacement of the drainage pipes as required. In exercising this right to access the Owner of Lot 1 must cause as little inconvenience as possible to the Owners of Lots 1 and 2 and must rectify any damage caused to Lots 1 and 2.
- 25.7 The Owner of Lot 3 must keep the Owners Corporation indemnified from and against claims and liability of any kind or expenses incurred by the Owners Corporation arising out of the rights conferred by this by-law.
- 25.8 The Owner of Lot 3 may allow any Occupier of that lot to exercise the rights of exclusive use of the Owner under this by-law 25. The Owner of Lot 3 remains liable under this by-law for all obligations under this by-law 25.

# SP89189


ePlan

Executed by Mirvac Homes (NSW) Pty Limited by the party's attorney pursuant to Power of Attorney registered Book 4662 No. 48 who states that no revocation of the Power of Attorney has been received in the presence of:

  
Signature of Witness

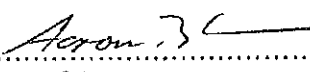
ARIIAN GALANIS  
Name of Witness (print)

3A DUNKIRK AVE KINGS GROVE, NSW 2208  
Address of Witness (print)

  
Signature of Attorney

Adam Thomas Perrott  
Name of Attorney

Senior Development Manager  
Position of Attorney

  
Signature of Attorney

Aaron Baker  
Name of Attorney

Senior Development Manager  
Position of Attorney

REGISTERED  24.4.2015

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

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



**9560474X**

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

**STAMP DUTY**

Office of State Revenue use only	
NEW SOUTH WALES DUTY 17-04-2003 0001367316-001 SECTION 0THR LEGN-ORIGINAL <small>NO DUTY PAYABLE</small>	

(A) **TORRENS TITLE** If appropriate, specify the part or share transferred  
**PART OF FOLIO IDENTIFIER 1356/881965 NOW BEING FOLIO IDENTIFIER 24/1042996**

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

(C) **TRANSFEROR**  
**LANDCOM**

(D) The transferor acknowledges receipt of the consideration of \$ 12,338,650.00 and  
as regards the land specified above transfers to the transferee an estate in fee simple  
(E) and the transferor covenants with the transferee as fully set out in schedule 1 hereto.  
(F) Encumbrances (if applicable):

(G) **TRANSFEEE**  
**ROADS & TRAFFIC AUTHORITY OF NEW SOUTH WALES**

(H) **TENANCY:**  
**24 / 04 / 2003**

**DATE**

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

Signature of witness:

Name of witness:

Address of witness:

**RACHEL TYRA  
LANDCOM  
PARRAMATTA**

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

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

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

*Mary Macken*

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

Signature:

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

*NOJ forwarded*

Form: 01TCV\*

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

(K) Dated: 24 / 04 / 2003

From: LANDCOM

To: ROADS & TRAFFIC AUTHORITY OF NEW SOUTH WALES

(L) Land benefited by covenant: 24/1042996

Land burdened by covenant: 21/1042996

(M) Terms of the covenant:

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

AND IT IS AGREED AND DECLARED THAT:-

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

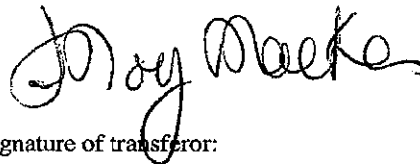
RACHEL TYRA  
LANDCOM  
PARRAMATTA



(N) Signature of witness:

Signature of witness:

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



Signature of transferor:

Signature of transferee:  
Solicitor



Pat Spithill





PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p>Registered:  4.11.2014                  Title System: TORRENS                  Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">DP1191831</p> <p>Office Use Only</p>
<p>PLAN OF SUBDIVISION OF LOT 5114 IN D.P. 1176134</p>	<p>LGA: LIVERPOOL                  Locality: ELIZABETH HILLS                  Parish: CABRAMATTA                  County: CUMBERLAND</p>
<p><del>Crown Lands NSW/Western Lands Office Approval</del></p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....                  Date: .....                  File Number: .....                  Office: .....</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, Mathew John Hynes of RPS Australia East Pty Ltd a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 11<sup>th</sup> June 2014</p> <p>*(b) <del>The part of the land shown in the plan (*being/*excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</del></p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>Carl Rudolph Casey</u>                  *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>D. Kossy</u>                  Accreditation number: .....                  Consent Authority: <u>Liverpool City Council</u>                  Date of endorsement: <u>3-10-2014</u>                  Subdivision Certificate number: <u>SC 76/14</u>                  File number: <u>1081.13</u></p> <p>*Strike through if inapplicable.</p>	<p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature: <u>[Signature]</u> Dated: 5<sup>th</sup> August 2014                  Surveyor ID: 3761                  Datum Line: "X" - "Y"                  Type: *Urban#Rural                  The terrain is *Level-Undulating /^Steep-Mountainous.</p> <p>*Strike through if inapplicable.                  ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p>	<p>Plans used in the preparation of survey.</p> <p>D.P. 1162114      D.P. 1162116                  D.P. 1172350      D.P. 1172351                  D.P. 1172352                  D.P. 1176134</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: PR11764-5A-SYDW</p>


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  4.11.2014 PLAN OF SUBDIVISION OF LOT 5114 IN D.P. 1176134 Subdivision Certificate number: <u>SC 76114</u> Date of Endorsement: <u>3-10-2014</u>	Office Use Only Office Use Only <h1 style="text-align: center;">DP1191831</h1> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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Pursuant to Section 88B of the Conveyancing Act 1919 as amended, it is intended to create:

1. Easement for Drainage of Water 1.5 wide (A)
2. Easement for Drainage of Water 7 wide and variable (B)
3. Easement for Maintenance & Access & Other Purposes 0.9 wide (M)
4. Easement for Overhang 0.9 wide (P)
5. Easement for Support 0.3 wide (Z)
6. Restriction on the Use of Land
7. Easement for Underground Cables and Street Lighting Equipment 1.5 Wide & Variable (T)

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

If space is insufficient use additional annexure sheet

Surveyor's Reference: PR11764-5A-SYDW


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

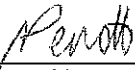
ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

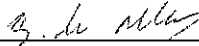
Sheet 3 of 3 sheet(s)

Registered:  4.11.2014 PLAN OF SUBDIVISION OF LOT 5114 IN D.P. 1176134 Subdivision Certificate number: <u>SC76/14</u> Date of Endorsement: <u>3-10-2014</u>	Office Use Only Office Use Only <h1 style="text-align: center;">DP1191831</h1> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
--	---

Executed by **MIRVAC HOMES (NSW) PTY LIMITED** by the party's attorney pursuant to Power of Attorney registered Book 4662 No. 48 who states that no notice of revocation of the Power of Attorney has been received in the presence of:

  
 \_\_\_\_\_  
 Signature of Attorney

Adam Thomas Perrott  
 \_\_\_\_\_  
 Name of Attorney (block letters)  
 Senior Development Manager

  
 \_\_\_\_\_  
 Signature of Witness

Ben de Montenas  
 \_\_\_\_\_  
 Name of Witness (block letters)

  
 \_\_\_\_\_  
 Signature of Attorney

Nino Babani  
 \_\_\_\_\_  
 Name of Attorney (block letters)  
 Development Director

level 26, 60 Margaret St  
Sydney NSW 2000  
 \_\_\_\_\_  
 Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: PR111764-5A-SYDW

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

(Sheet 1 of 8 sheets)

Plan: **DP1191831**

Subdivision of Lot 5114 in D.P.1176134  
 Covered by Subdivision Certificate SL 76114  
 No of 3-10-2014  
**Mirvac Homes (NSW) Pty Limited**  
 Level 26 60 Margaret Street  
 SYDNEY NSW 2000

Full name and address of the owner of the land:

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Drainage of Water 1.5 wide (A)	5202 5203 5204 5205 5206	5201 5201 & 5202 5201 to 5203 Inclusive 5201 to 5204 Inclusive 5201 to 5205 Inclusive
2	Easement for Drainage of Water 7 wide and variable (B)	5213  5215  5216  5217	5212 & 5214  5201 to 5206 Inclusive & 5216 5201 to 5206 Inclusive, 5215 & 5217  5216
3	Easement for Maintenance & Access & Other Purposes 0.9 wide (M)	5201 5202 5203 5204 5205 5207 5208 5209 5212 5215 5216	5202 5203 5204 5205 5206 5208 5209 5210 5213 5216 5215
4	Easement for Overhang 0.9 wide (P)	5215 5216	5216 5215
5	Easement for Support 0.3 wide (Z)	5215 5216 5217	5216 5215 & 5217 5216
6	Restriction on the Use of Land	Every Lot	Liverpool City Council
7	Easement for Underground Cables & Street Lighting Equipment 1.5 Wide & Variable (T)	5212,5214,5215 & 5217	Endeavour Energy

Plan: **DP1191831**

Full name and address of the owner of the land:

Subdivision of Lot 5114 in D.P.1176134  
Covered by Subdivision Certificate **5676/14**  
No. of **3-10-2014**  
**Mirvac Homes (NSW) Pty Limited**  
Level 26 60 Margaret Street  
SYDNEY NSW 2000

### Part 2 (Terms)

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

Liverpool City Council

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

Liverpool City Council

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

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

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

- 3.2 Despite any other provision of this instrument or at common law, the owner of the lot burdened is permitted to construct and maintain a dwelling on the lot burdened whose eaves and gutters (only) overhang the easement site

- 3.3 The owner of the lot benefitted has the right to install and maintain in the wall adjacent to the easement site one or more wall cavity weephole drainage points and to drain water from the weephole, but only within the easement site.

- 3.4 Subject to clause 3.6, the owner of the lot benefitted, or their authorised users may:

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

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

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

- 3.6 In exercising the rights under this clause 3, the owner of the lot benefitted must:

- a) Ensure all work on the lot benefitted is done properly and carried out as quickly as practicable;
- b) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;

(Sheet 3 of 8 ePlan sheets)

Plan: **DP1191831**

Full name and address of the owner of the land:

Subdivision of Lot 5114 in D.P.1176134  
Covered by Subdivision Certificate ~~SC 76114~~  
~~No~~ of ~~3-10-2014~~  
Mirvac Homes (NSW) Pty Limited  
Level 26 60 Margaret Street  
SYDNEY NSW 2000

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

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

Liverpool City Council

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

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

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

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

Liverpool City Council

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

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

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

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

THE REGISTERED PROPRIETOR OF THE BENEFITING LOT

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

- 1. No application for planning approval for development application or complying development for the erection of a dwelling on the lot burdened shall be submitted for approval unless accompanied by a letter from the Elizabeth Hills Design Review Panel confirming that the design of the dwelling complies with the requirements of the version of the Elizabeth Hills Design

Plan: **DP1191831**

Full name and address of the owner of the land:

Subdivision of Lot 5114 in D.P.1176134  
Covered by Subdivision Certificate **SL76/14**  
~~No~~ of **3-10-2014**  
**Mirvac Homes (NSW) Pty Limited**  
Level 26 60 Margaret Street  
SYDNEY NSW 2000

Guidelines for the Elizabeth Hills development available from Mirvac Homes (NSW) Pty Limited ACN 006 922 998 current at the time the owner of a lot burdened purchases that lot (**Elizabeth Hills Design Guidelines**). An application for planning approval for development or complying development for the erection of a dwelling on the lot burdened shall only be submitted to Liverpool Council or Private Certifier subsequent to Elizabeth Hills Design Review Panel Approval and if it complies with point 3 of this restriction.

2. No dwelling shall be erected on a lot burdened unless in accordance with the development controls contained in the Liverpool Development Control Plan 2008 – Land Subdivision and Development in Elizabeth Hills (South Cecil Hills) (as amended from time to time).
3. No dwelling shall be erected or be permitted to remain erected on each lot burdened unless:
  - a. the dwelling is constructed and external materials, colours and finishes, including roof tiles and bricks of the dwelling, fencing and landscaping have been designed in accordance with the Elizabeth Hills Design Guidelines; and
  - b. the plans, elevations, details of external materials, colours and finishes, including roof tiles and bricks have been submitted to and approved in writing by the Elizabeth Hills Design Review Panel.
4. No fence shall be erected on each lot burdened to divide that lot burdened from any adjoining land owned by Mirvac Homes (NSW) Pty Limited or Mirvac Homes (NSW) Pty Limited's successors (other than purchasers on sale) without the consent of Mirvac Homes (NSW) Pty Limited or Mirvac Homes (NSW) Pty Limited's successors (other than purchasers on sale). Mirvac Homes (NSW) Pty Limited or Mirvac Homes (NSW) Pty Limited's successors must not withhold consent under this restriction if the fencing is erected without expense to Mirvac Homes (NSW) Pty Limited or its successors (other than purchasers on sale) and in favour of any person dealing with the purchaser or the purchaser's assigns. The consent of Mirvac Homes (NSW) Pty Limited or Mirvac Homes (NSW) Pty Limited's successors is deemed to have been given in respect of every such fence which is erected as at the date of registration of the Deposited Plan to which this instrument relates. This restriction in regard to fencing shall be binding on a purchaser, the purchaser's executors and administrators and assigns only during the ownership of the said adjoining lands by Mirvac Homes (NSW) Pty Limited or its successors (other than purchasers on sale).
5. No advertising hoarding sign or matter displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Mirvac Homes (NSW) Pty Limited or its successors (other than purchasers on sale).
6. No boats, trailers, caravans or any other towable item may be parked on or in a lot burdened if the boat, trailer, caravan or other towable item is visible from a road, footpath, park and the like.
7. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot burdened.
8. No more than one dwelling may be erected on a lot burdened.
9. The lot burdened may not be subdivided.
10. No building may be altered on a lot burdened in such a way as to create another dwelling unless the owner of the lot burdened obtains the consent of Mirvac Homes (NSW) Pty Limited or its successors (other than purchasers on sale).
11. This restriction on the use of land shall cease to have effect on the earlier of:

(Sheet 5 of 8 ePlan sheets)

Plan: **DP1191831**

Full name and address of the owner of the land:

Subdivision of Lot 5114 in D.P.1176134  
Covered by Subdivision Certificate **5676/14**  
~~No~~ of **3-10-2014**  
**Mirvac Homes (NSW) Pty Limited**  
Level 26 60 Margaret Street  
SYDNEY NSW 2000

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

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

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

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

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

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

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

Endeavour Energy

8 ePlan  
(Sheet 6 of 7 sheets)


Plan: **DP1191831**

Full name and address of the owner of the land:

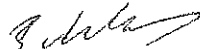
Subdivision of Lot 5114 in D.P.1176134  
Covered by Subdivision Certificate SC76/14  
~~No/~~ of ~~3-10-2011~~  
Mirvac Homes (NSW) Pty Limited  
Level 26 60 Margaret Street  
SYDNEY NSW 2000

**SIGNATURES**


Executed by **MIRVAC HOMES (NSW) PTY LIMITED** by the party's attorney pursuant to Power of Attorney registered Book 4662 No. 48 who states that no notice of revocation of the Power of Attorney has been received in the presence of:

  
\_\_\_\_\_  
Signature of Attorney

Adam Thomas Perrott  
\_\_\_\_\_  
Name of Attorney (block letters)  
Senior Development Manager

  
\_\_\_\_\_  
Signature of Witness

Ben de Montemas  
\_\_\_\_\_  
Name of Witness (block letters)

  
\_\_\_\_\_  
Signature of Attorney  
Nino Babani

\_\_\_\_\_  
Name of Attorney (block letters)  
Development Director

level 26, 60 Margaret St  
Sydney NSW 2000  
\_\_\_\_\_  
Address of Witness

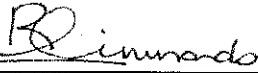
8 ePlan  
(Sheet 7 of 7 sheets)

Plan: **DP1191831**

Full name and address of the owner of the land:

Subdivision of Lot 5114 in D.P.1176134  
Covered by Subdivision Certificate 5076/14  
No of 3-10-2014  
Mirvac Homes (NSW) Pty Limited  
Level 26 60 Margaret Street  
SYDNEY NSW 2000

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

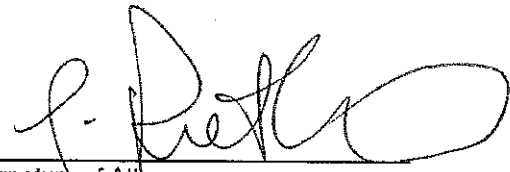


Signature of Witness

Raymond Simmonds

Name of Witness

C/- Endeavour Energy  
51 Huntingwood Drive  
HUNTINGWOOD NSW 2148

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

23-9-2014

Date of Execution

Reference: URS 13178  
PLT 0786

8 8 ePlan  
(Sheet 7 of 7 sheets)

Plan: **DP1191831**

Full name and address of the owner of the  
land:

Subdivision of Lot 5114 in D.P.1176134  
Covered by Subdivision Certificate SC76/14  
~~No~~ of ~~3-10-2014~~  
Mirvac Homes (NSW) Pty Limited  
Level 26 60 Margaret Street  
SYDNEY NSW 2000

Sighted and Authorised on behalf of **LIVERPOOL CITY COUNCIL**:



Authorised Officer

REGISTERED



4.11.2014

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

**Ref.:** 2202562:94161  
**Ppty:** 182825

**Cert. No.:** 303

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

**Receipt No.:** 4627866  
**Receipt Amt.:** 53.00  
**Date:** 14-Jul-2020

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

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

**Legal Description:** LOT 2 SP 89189

**Street Address:** 98A DOBROYD DRIVE, ELIZABETH HILLS NSW 2171

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

*Note: Commonly Used Abbreviations:*

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



## 1. Names of relevant planning instruments and DCPs

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

LEPs:

**Liverpool LEP 2008**

SEPPs\*:

**SEPP No. 33 – Hazardous and Offensive Development**

**SEPP No. 50 – Canal Estate Development**

**SEPP No. 55 – Remediation of Land**

**SEPP No. 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 No 19 – Bushland in Urban Areas**

**SEPP No 21 – Caravan Parks**

**SEPP No 30 – Intensive Agriculture**

**SEPP Koala Habitat Protection**

**SEPP (Exempt and Complying Development Codes) 2008**

**SEPP No 64 – Advertising and Signage**

**SEPP (Affordable Rental Housing) 2009**

**SEPP (Housing for Seniors or People with a Disability) 2004**

Deemed SEPPs\*:

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

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

Draft LEPs:

**Draft Liverpool Local Environmental Plan 2008 (Amendment 82)**

Draft SEPPs\*:

**Draft SEPP (Competition) 2010**

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



**Liverpool DCP 2008**

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

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

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

**R1 General Residential - Liverpool LEP 2008**

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

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

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

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

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

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

**Additional Use - Use of certain land at Elizabeth Hills in Zone R1**

- (1) This clause applies to Lot 11, DP 1139171 in Zone R1 General Residential at Stirling Street, Elizabeth Hills.
- (2) Development for the purpose of residential accommodation (other than dual occupancy) is permitted with consent.



(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 only. The table does not specify whether any code applies to the land; applicants should read the full extent of the code with their building certifier, solicitor, or other professional to determine whether any code applies to the land.

The first column identifies the code(s). The second column describes the extent of the land in which exempt and complying development is permitted, as per the clauses above, 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, Greenfield Housing Code and Low Rise Medium Density Housing Code	<b>All</b>	

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

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

**Nil**

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

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

**No**

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

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

**No**

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

**Not applicable**

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

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

**No**

**5. Mine subsidence\***

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

**No**

**6. Road widening and road realignment**

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

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

**No**

(b) An EPI?

**No**

(c) A resolution of the council?

**No**

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

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

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
<b>Landslip hazard</b>	Nil	<b>No</b>
<b>Bushfire hazard</b>	Liverpool DCP 2008	<b>No</b>
	Liverpool Growth Centre Precincts DCP*	<b>No</b>
	Edmondson Park South DCP 2012	<b>No</b>

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

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

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

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

**No**

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

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

**No**

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

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



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

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

**No**

## **9. Contribution Plans**

**Liverpool Contributions Plan 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.



Eddie Jackson  
Acting Chief Executive Officer  
Liverpool City Council

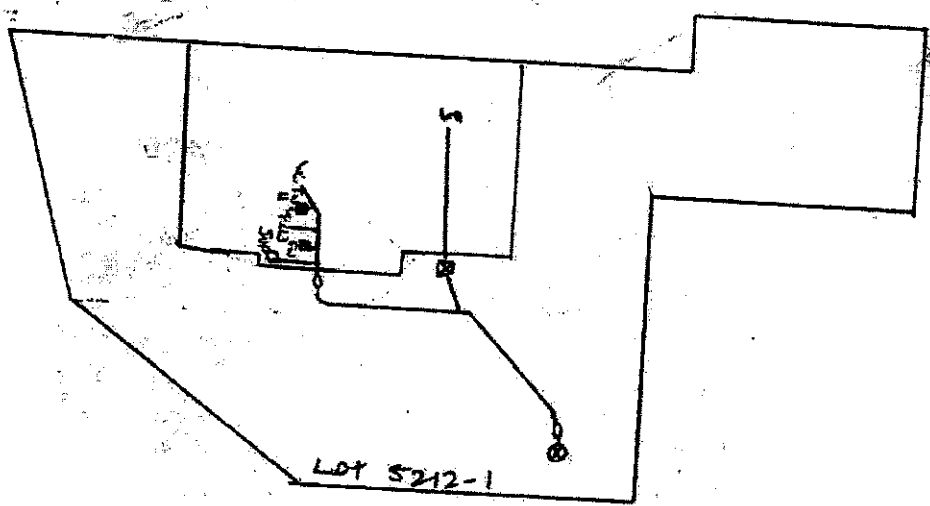
For further information, please contact  
CALL CENTRE – 1300 36 2170

# SEWERAGE SERVICE DIAGRAM

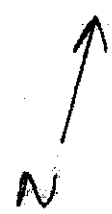
MUNICIPALITY OF Liverpool SUBURB Elizabeth Hills SSD 7025036  
 Lot No. 5212-1 House No. .... STREET Barry Drive SCALE: .....

INDICATES - DRAINAGE FITTINGS		SYMBOLS AND ABBREVIATIONS				ELEC.	
	Manhole		Gully		Clean out		Bidet
	Chamber		Reflex Valve		Vent Pipe		Shower
	Lamp hole		Inspection opening		Trough laundry		Dishwashing machine
	Boundary Trap		Vertical Pipe		Sink (Kitchen)		Floor waste gully
	Inspection shaft		Induct Pipe		Water Closet		Clothes-washing machine
	PIL		Misc. Trap		Bath Warts		Sink Bar
	Grease Interceptor		Roddng Point		Boath		Sink Laboratory
	Greywater Treatment System		Sloped Junction		Air Admittance Valve		LP Reducer
	Terminal Maint. Shaft		Vertical Junction	INDICATES - PLUMBING ON MORE THAN ONE LEVEL			
	Maintenance Shaft		On back Junction		Soil Vent Pipe		Waste Stack
							Pump Unit
							Boundary Valve
							Boundary Valve with PRV
							Alarm Control Panel
							LP Stop Valve
							HSV Flow Monitor
							Vacuum Chamber
							Flushing Point

Licence No. 45927C Licence No. ....  
 Permit/COC No. .... Permit/COC No. ....  
 Signature [Signature] Date ..... Signature ..... Date .....



LOT 5212-1

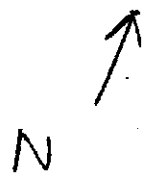
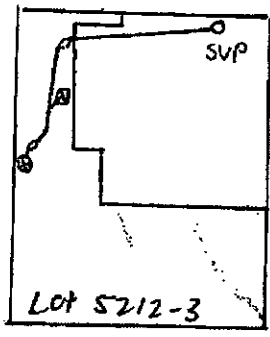


# SEWERAGE SERVICE DIAGRAM

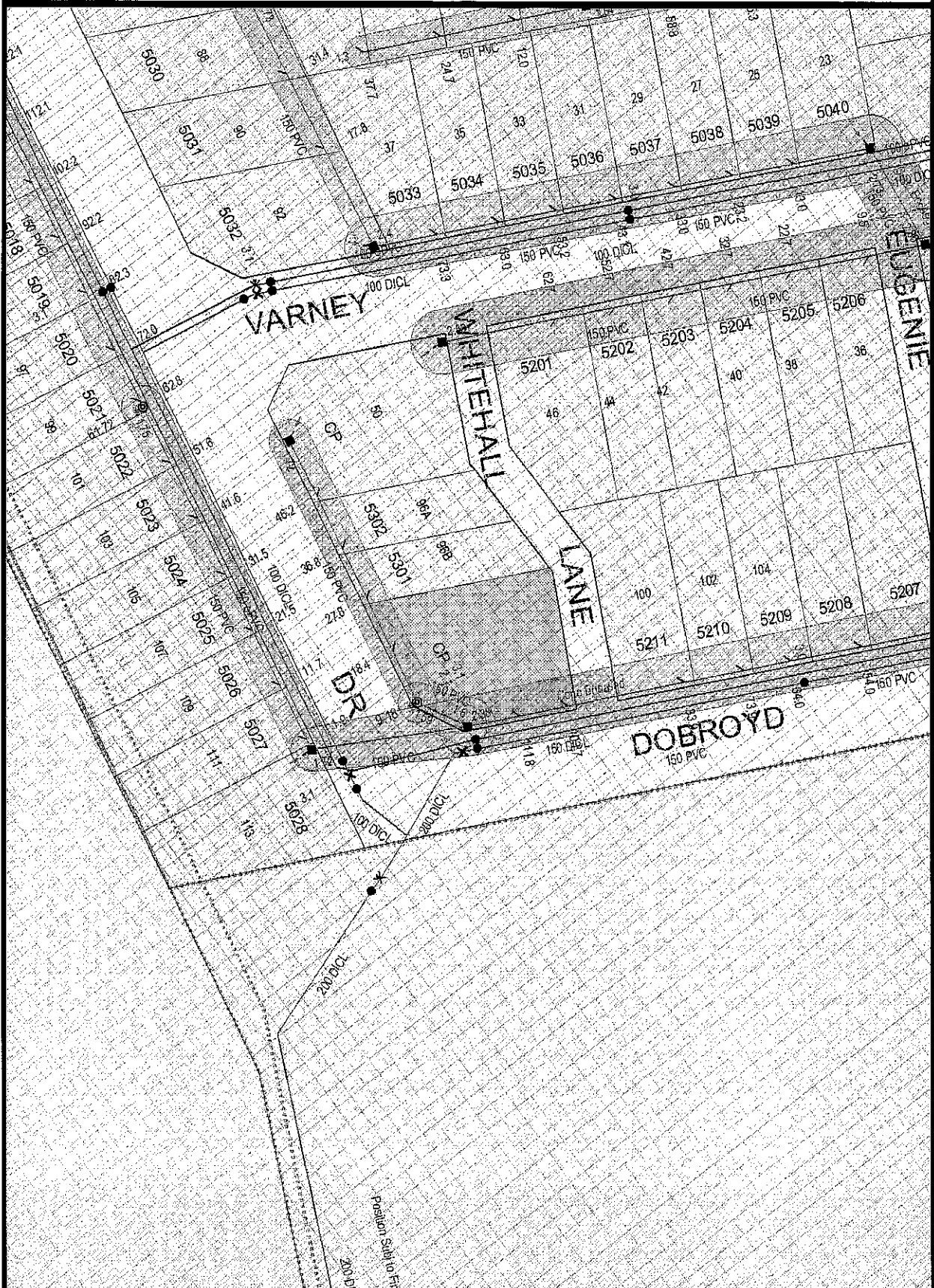
MUNICIPALITY OF Liverpool SUBURB OF Elizabeth Hills SSD 7025724  
 Lot No. 5212-3 House No. .... STREET Dobroyd Drive SCALE: 1:200

INDICATES - DRAINAGE FITTINGS		SYMBOLS AND ABBREVIATIONS		INDICATES - PLUMBING FIXTURES & OR FITTINGS		ELEC.			
■	Manhole	☐	Gully	CO	Clean out	⊖	Bidet	⊖	Pump Unit
☐ Chr	Chamber	⊖ R	Reflux Valve	○ V	Vent Pipe	Shr	Shower	⊖	Boundary Valve
⊙ LH	Lampshade	⊖	Inspection opening	Tr.(L)	Trough laundry	DWM	Dishwashing machine	PRV	Boundary Valve with PRV
⊗	Boundary Trap	○ Vert	Vertical Pipe	S	Sink (kitchen)	FW	Floor waste gully	⊖	Alarm Control Panel
⊙	Inspection Shaft	IP	Induct Pipe	WC	Water Closet	CWM	Clothes-washing machine	⊗	LP Stop Valve
■ PR	PR	MF	Miss Flap	Bth.	Bath Waste	BS	Sink Bar	⊙	LP Air Valve
⊖	Grease Interceptor	⊖ RP	Rodding Point	H	Boath	LS	Sink Laboratory	⊙	HSV Flow Monitor
⊖	Graywater Treatment System	⊖	Sloped Junction	AAV	Air Admittance Valve	+	LP Reducer	⊙	Vacuum Chamber
⊙ TMS	Terminal Maint. Shaft	⊖	Vertical Junction	INDICATES - PLUMBING ON MORE THAN ONE LEVEL				⊙	Flushing Point
⊙ MS	Maintenance Shaft	⊖	On back Junction	○ SVP	Soil Vent Pipe	○ MS	Waste Stack		

Licence No. 45927C Licence No. ....  
 Permit/COC No. .... Permit/COC No. ....  
 Signature [Signature] Date ..... Signature ..... Date 27-8-14







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

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
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 1987*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies 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 and recorded as the owner of the property on the strata roll, free of all other interests.
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 together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
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 and the common property is available, that there are no encroachments by or upon the property or the common 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. In respect of the property and the common property:
  - (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) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common 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) If there are any party walls, please 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.
  - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations, notices and claims**

19. In respect of the property and the common property:
  - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any resumption or acquisition or proposed resumption or acquisition?
    - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (v) any realignment or proposed realignment of any road adjoining them?
    - (vi) any contamination of them?

**Owners corporation management**

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

**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.