

17 Bungonia Street
PRESTONS NSW 2170

Draft Contract

McGrath

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	McGrath Estate Agents Liverpool 265B Macquarie Street LIVERPOOL NSW 2170	Phone: 02 9824 1100 Fax: 02 9824 1120 Ref: Eva Frketic
vendor	ING Bank (Australia) Limited ACN 000 893 292 of 60 Margaret Street SYDNEY NSW 2000 Exercising Power of Sale under Mortgage No AC18547 dated 10 03 2006	
vendor's solicitor	Dentons Australia 77 Castlereagh Street Sydney NSW 2000	Phone: +61 2 9931 4978 Fax: +61 2 9931 4888 Ref: Belinda Kedwell/37307457
date for completion	35 th day after the contract date (clause 15)	
land (address, plan details and title reference)	17 Bungonia Street, Prestons NSW 2170 Registered Plan: Lot 127 Plan DP852492 Folio Identifier: 127/852492	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <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 type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common (in equal shares unless otherwise stated)
purchaser's solicitor	Phone: Fax: Ref:
price	(10% of the price, unless otherwise stated)
deposit	
balance	
contract date	(if not stated, the date this contract was made)
buyer's agent	

SEE VENDOR SIGNATURE PAGE

vendor <hr/> purchaser <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	GST AMOUNT (optional) The price includes GST of: \$	witness <hr/> witness
--	--	--------------------------

Choices

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

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

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

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

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

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

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office
 Council
 County Council
 Department of Planning and Environment
 Department of Primary Industries
 East Australian Pipeline Limited
 Electricity and gas
 Land & Housing Corporation
 Local Land Services
 NSW Department of Education

NSW Fair Trading
 NSW Public Works Advisory
 Office of Environment and Heritage
 Owner of adjoining land
 Privacy
 Roads and Maritime Services
 Subsidence Advisory NSW
 Telecommunications
 Transport for NSW
 Water, sewerage or drainage authority

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *-serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's* *solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's* *solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's* *solicitor*;
- 20.6.3 *served* if it is *served* on the *party's* *solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's* *solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* 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 *-serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

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

25 Qualified title, limited title and old system title

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

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s 13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 30.9.2 the vendor must populate the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.
- 30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 normally, the *parties* must choose that financial settlement not occur; however

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

31 Foreign Resident Capital Gains Withholding

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

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

17 BUNGONIA ST PRESTONS NSW 2170

These are Further Clauses Annexed to the Contract for Sale of Land between

ING Bank (Australia) Limited ACN 000 893 292

(VENDOR)
(PURCHASER)

32. AMENDMENTS TO PRINTED FORM

The printed form of contract attached is amended as follows.

- (a) **Page 2** - Unless the box specifying the requirement for an adjustment of land tax is marked "NO" it is deemed marked "YES".
- (b) **Clause 1** - replace the definition of "depositholder" with "vendor's solicitor".
- (c) **Clause 7.1** - The first line of clause 7.1 is replaced with "The vendor can rescind (and need not establish reasonable grounds for doing so) in the case of claims including claims for delay;"
- (d) **Clause 7.1.1** - delete "5%" of the price and substitute "\$1.00".
- (e) **Clause 7.1.3** - delete "14 days" and replace with "7 days".
- (f) **Clause 8.1.1** - delete ", on reasonable grounds."
- (g) **Clause 8.1.3** - delete "14 days" and replace with "7 days".
- (h) **Clause 10.1** - amend by inserting "or delay completion" after "terminate".
- (i) **Clause 10.1.8** replace "substance" with existence and delete "or"
- (j) **Clause 10.1.9** replace "substance" with existence and replace "." with ";or" at the end of this clause;
- (k) **Clause 10.1.10** is included as follows (any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise.);
- (l) **Clause 10.2** - add "make a claim, objection, requisition, delay completion or" after "cannot";
- (m) **Clause 11.1** delete and substitute:
"The vendor is not required to comply with any *work orders* whether issued before or after the date of the contract and if the purchaser completes this contract, the purchaser must comply with any *work orders*.";
- (n) **Clauses 12.3** - delete and at the end of 12.2.2 delete "; and" and replace with ".".
- (o) **Clause 13** - delete.
- (p) **Clause 14.4** - delete and replace with
"The *parties* must adjust land tax for the year current at the *adjustment date* only if land tax has been paid or is payable for the year whether by the vendor or by a predecessor in title"
- (q) **Clause 16.5** - delete the words "plus another 20% of that fee".
- (r) **Clause 16.8** - delete "settlement" and substitute "bank".

(s) **Clauses 16.11.1 and 16.11.3** amend by adding to each "or any other place reasonably nominated by the vendor's solicitor".

(t) **Clause 16.12** - delete.

(u) **Clause 20.6** - add the following.

"20.6.8 For the purpose of clause 20.6.5, a document is taken to have been received when the transmission has been completed except where:

20.6.8.1 the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the document is taken not to have been given or received; or

20.6.8.2 the time of despatch is later than 5.00 pm on a business day in the place to which the document is sent, in which case it is taken to have been received at 9.00 am on the next business day at that place".

(v) **Clause 23.2** - delete the definition of "contribution" and replace with:

" 'contribution' means a contribution to the administrative and sinking fund determined under section 81 and levied under section 83 of the *Strata Schemes Management Act 2015* (NSW) and any interest accrued and includes an amount payable under a by-law."

(w) **Clause 23.9.1** - delete.

(x) **Clause 23.17** - delete.

33. SUBMISSION OF SETTLEMENT FIGURES

33.1 It is an essential term of this contract that the purchaser must submit settlement figures to the vendor at least 5 business days before the completion date.

33.2 The purchaser acknowledges that failure to comply with this clause may cause delay in completion of this contract. If completion is delayed because of the purchaser's breach under this clause, the provisions of clause 42 will apply.

34. DEATH, INSOLVENCY AND BANKRUPTCY

34.1 Without affecting any other rights of either party, if the purchaser (or any of them) is a company and prior to completion has a liquidator, provisional liquidator, receiver, receiver manager, administrator, voluntary administrator, controller or controlling manager of it appointed, the purchaser will have defaulted in the observance of an essential term of this contract and the vendor may terminate this contract in accordance with clause 9.

34.2 If the purchaser (or any of them) is a natural person and prior to completion dies or becomes bankrupt, the vendor may rescind this contract.

35. EXCLUSION OF PRE-CONTRACTUAL REPRESENTATIONS

35.1 This contract constitutes the entire agreement between the vendor and the purchaser relating to the sale of the property.

35.2 The parties have not entered into and are not bound by any collateral or other agreement apart from this contract.

- 35.3 The parties are not bound by any warranty, representation, collateral agreement or implied term under the general law or imposed by legislation unless:
- (a) such warranty, representation, agreement or term is contained in the express terms of this contract; or
 - (b) it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.
- 35.4 The purchaser acknowledges that the purchaser, when entering into this contract, relied exclusively on the following matters independently of any statements, inducements or representations made by or on behalf of the vendor (including by any estate agent acting on behalf of the vendor):
- (a) the inspection of and investigations relating to the property made by or on behalf of the purchaser;
 - (b) the warranties and representations expressly contained in the contract;
 - (c) the skill and judgement of the purchaser, its consultants and representatives;
 - (d) opinions or advice obtained by the purchaser independently of the vendor or of the vendor's agents or employees.

36. INSPECTIONS BY THE PURCHASER

- 36.1 The purchaser acknowledges that the vendor:
- (a) is the mortgagee exercising power of sale;
 - (b) has never occupied the property; and
 - (c) does not have any direct knowledge of the property.

The purchaser has inspected the property, and if applicable, the common property and is satisfied regarding all defects both latent and patent.

- 36.2 The purchaser acknowledges that in entering into this contract, the purchaser:
- (a) does not rely on any representations, inducements or warranties made by the vendor or its agents or representatives, except those expressly set out in this contract;
 - (b) has relied entirely on the purchaser's enquiries relating to the property;
 - (c) accepts the property in its present state of repair or condition including, but not limited to, its suitability for the purposes of the purchaser, the improvements erected on the property, any contamination relating to, caused by, or affecting the property or any proposed work to be done to the property;
 - (d) accepts the property subject to the encumbrances disclosed in this contract, except for any encumbrances to be discharged on completion; and
 - (e) cannot require the vendor either before or after completion to:
 - (i) repair or replace any defect or damage to the property existing as at the date of this contract; and
 - (ii) comply with or pay for any costs arising from any *work order*, including any *work order* issued before the date of this contract.

- 36.3 (a) This clause applies only if the land is a lot in a strata, neighbourhood, precinct or community scheme.
- (b) The vendor has no direct knowledge of the affairs of the owners corporation, including but without limitation, all issues relating to the actual, contingent or expected expenses of the owners corporation.
- (c) The purchaser has inspected the books and records of the owners corporation and is aware of all matters disclosed in the records affecting the owners corporation. The purchaser is not entitled to make any objection, requisition or claim for compensation nor delay completion in relation to any matters affecting the scheme disclosed in the records of the owners' corporation.
- 36.4 The purchaser accepts the property subject to the disclosures contained in this clause and must not make any objection, requisition or claim for compensation or rescind or terminate this contract or delay completion because of any matter arising either directly or indirectly from the matters disclosed or referred to in this clause.

37. ACKNOWLEDGMENT OF NON-COMPLIANCE

- 37.1 The improvements may not comply with all relevant legislation.
- 37.2 The purchaser accepts the property subject to the disclosures contained in this clause and must not make any objection, requisition or claim for compensation or rescind or terminate this contract or delay completion because of any matter arising either directly or indirectly from the matters disclosed in this clause.

38. SURVEY REPORT AND BUILDING CERTIFICATE

- 38.1 The purchaser acknowledges that the vendor is not in possession of a survey report or building certificate under section 6.24 of the *Environmental Planning and Assessment Act 1979* (NSW) (**Building Certificate**) and the purchaser must not request the vendor to supply a survey report or Building Certificate on or before completion.
- 38.2 Despite anything contained in this contract or rule of law to the contrary, the vendor is not required to do any work or expend any money on or in relation to the property nor to make application for or do anything towards obtaining a Building Certificate.
- 38.3 If the purchaser wishes to obtain a Building Certificate the purchaser must apply for it at the purchaser's expense. If the relevant local council refuses or fails to issue the Building Certificate, the reason for the refusal or failure will not constitute a defect in title and the purchaser must not make any objection requisition or claim for compensation or seek to rescind or terminate this contract or to delay completion because of any matter arising from an application for a Building Certificate.

39. FURNISHING, FITTINGS AND CONDITION OF PROPERTY

- 39.1 The subject matter of this sale is land and fixtures only and does not include any furnishings, fittings, goods or personalty on the property. The purchaser must not require the vendor to remove any furnishings, fittings, goods, rubbish or personalty at any time. The purchaser must not make any objection, requisition or claim for compensation nor delay completion because there are any such furnishings, fittings, goods, personalty or rubbish on the property or in or on the improvements at the time of completion or which remain there after completion.
- 39.2 The purchaser acknowledges that the vendor will not prior to completion:
- (a) mow any lawns or remove any garden refuse and other rubbish from the property;

- (b) if any services to the property are disconnected, do anything or pay any amounts for the reconnection of those services;
- (c) provide any keys or remote control devices which may be missing for any lock/door/window on the property; and
- (d) clean and chemically balance the pool, if a pool is an improvement erected on the property.

40. MORTGAGEE EXERCISING POWER OF SALE

- 40.1 If any proceedings to set aside this contract or restrain completion of it are commenced in any court of competent jurisdiction or if any order is made setting aside this contract or restraining completion of it, the vendor may by written notice to the purchaser rescind this contract and the provisions of clause 19 will apply. The vendor's decision will be final and binding on the purchaser.
- 40.2 If the vendor as mortgagee exercising power of sale decides it is prevented from completing this contract by the completion date for any reason (and the vendor's decision will be final and binding on the purchaser), the vendor may by written notice to the purchaser rescind this contract and the provisions of clause 19 will apply.
- 40.3 Despite anything else contained in this contract, the purchaser agrees that if the vendor is restricted or prohibited through any means in giving title in accordance with this contract by the completion date, then the completion date may be extended at any time, including without limitation after the completion date (by the vendor giving written notice), to such period of time as the vendor may reasonably require in all of the circumstances to give title to the purchaser. However, if the vendor is not able to deliver title and effect completion within 4 months of the date of this contract, then either party may rescind this contract by notice in writing to the other and clause 19 will apply.
- 40.4 The purchaser acknowledges and agrees that any rescission of this contract by the vendor pursuant to this clause 40:
- (a) will not be a breach of this contract for the purposes of clause 19.2.3; and
 - (b) the purchaser waives any rights it may have to claim for damages, costs or expenses arising directly or indirectly from any rescission of this contract by the vendor pursuant to this clause 40.

41. COOLING-OFF PERIOD

- 41.1 The provisions of this clause apply if the property is residential property as defined in Division 8 of the *Conveyancing Act 1919* (NSW).
- 41.2 The purchaser agrees to exclude the cooling-off period granted to it pursuant to the *Conveyancing Act 1919* (NSW). Annexed is a certificate under section 66W of the *Conveyancing Act 1919* (NSW) from the purchaser's solicitor, barrister or licensed conveyancer certifying that the purchaser understands the effect of this clause.

42. ADDITIONAL PURCHASE PRICE

It is an essential term of this contract that the purchase price will increase by an amount equal to 12% of the unpaid purchase price divided by 365 days multiplied by the number of days between the date for completion up to and including actual completion. If actual completion is delayed because of the vendor's default, the purchase price will not increase for the period during which completion was delayed by the vendor. The increased amount must be paid by the purchaser at completion.

43. NOTICES TO COMPLETE

- 43.1 If a party does not complete this contract on the date for completion, the party not in default may, if it is ready willing and able to complete, serve on the party in default a notice to complete, requiring the party in default to complete this contract within not less than 14 days of the date of service of the notice and making the last day for completion set out in the notice an essential date for completion. A notice to complete will be sufficient as to time if a period of 14 days from the date of the notice is allowed for completion.
- 43.2 The party serving a notice to complete may at any time withdraw the notice to complete by further notice to the party in default and at that party's option, issue a further notice to complete.
- 43.3 If the vendor issues a notice to complete, the purchaser will be liable for and must pay on demand an amount of \$300 (plus GST) for the legal costs incurred by the vendor in issuing the notice to complete. The purchaser must pay the costs to the vendor's solicitor by a separate settlement cheque at completion of this contract.

44. WARRANTY ABOUT ESTATE AGENT

The purchaser warrants that it has not been introduced to the vendor by any agent other than the vendor's agent named on the first page of this contract. The purchaser indemnifies the vendor against any claim made by any other agent, person, firm or company for commission as a result of a breach of this warranty. The provisions of this clause do not merge on completion.

45. CAVEATS AND WRITS

- 45.1 The vendor is not required to provide to the purchaser a withdrawal of any caveat which caveat claims a mortgage, charge or covenant charge referred to in section 59 of the *Real Property Act 1900 (NSW)* and which is registered subsequent to the vendor's mortgage.
- 45.2 The vendor is not required to provide a cancellation of any writ which is registered on the title subsequent to the vendor's mortgage and the purchaser acknowledges that any writ registered on the title subsequent to the vendor's mortgage will not be removed by the vendor having regard to the provisions of section 105A of the *Real Property Act 1900 (NSW)*.

46. PERSONAL GUARANTEE

- 46.1 The provisions of this clause apply if the purchaser is a corporation other than a public company listed on an Australian stock exchange.
- 46.2 Guarantor means the person who has signed this contract as guarantor.
- 46.3 In consideration of the vendor entering this contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the vendor:
- (a) the payment of all money payable by the purchaser under this contract; and
 - (b) the performance of all the purchaser's other obligations under this contract.
- 46.4 The Guarantor:
- (a) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default or attempted breach or default by the purchaser of its obligations under this contract; and
 - (b) must pay on demand any money due to the vendor under this indemnity.

- 46.5 The Guarantor is jointly and severally liable with the purchaser to the vendor for:
- (a) the purchaser's performance of its obligations under this contract; and
 - (b) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract, or the termination of this contract by the vendor.
- 46.6 Until the vendor has received all money payable to it under this contract, and the purchaser and the Guarantor have performed all their obligations under this contract, neither the purchaser nor the Guarantor may:
- (a) claim or receive the benefit of a dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding-up or bankruptcy of a person liable jointly with the purchaser or Guarantor to the vendor or liable under a security for money payable by the purchaser or the Guarantor; or
 - (b) prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the vendor unless the amount the vendor is entitled to will not be reduced as a result.
- 46.7 The Guarantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 46.8 The Guarantor's obligations are not affected if:
- (a) the vendor releases or enters into a composition with the purchaser;
 - (b) a payment made to the vendor is later avoided; or
 - (c) the vendor assigns or transfers the benefit of this contract.
- 46.9 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
- 46.10 The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- (a) the grant of any time, waiver, covenant not to sue or other indulgence;
 - (b) the release (including a release as part of a novation) or discharge of any person;
 - (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;
 - (d) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
 - (e) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;
 - (f) payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided, or unenforceable;
 - (g) the winding-up of the purchaser; or
 - (h) the death of the Guarantor.
- 46.11 The Guarantor guarantees to the vendor the payment of all money by the purchaser on the dates specified in the contract and the Guarantor must pay that money to the vendor on the

due dates if required by the vendor irrespective of whether the contract has been completed or title has been transferred to the purchaser provided that upon payment the vendor will transfer the property to the purchaser in accordance with the contract.

- 46.12 If there is more than 1 Guarantor, the obligations and indemnities provided by the Guarantor under this clause, apply jointly and severally to each and every Guarantor.

47. REQUISITIONS ON TITLE

- 47.1 Any requisitions submitted by the purchaser under clause 5 of this contract must be submitted in the form attached to this contract.
- 47.2 The purchaser will be deemed to have made the requisitions on title attached to this contract and the replies attached to this contract will be deemed to be the vendor's replies.
- 47.3 Nothing in this clause prevents the vendor from amending the replies prior to completion.

48. SMOKE ALARMS

- 48.1 The vendor does not warrant that any building erected on the land complies with the *Environmental Planning and Assessment Regulation 2000 (NSW)* (**Regulation**) which requires the installation of smoke alarms or heat alarms in certain buildings or parts of buildings.
- 48.2 The purchaser must make its own enquiries as to whether any building erected on the property complies with the Regulation and accepts the property and must complete the contract whether or not the Regulation has been complied with.
- 48.3 The purchaser must not make any objection, requisition or claim for compensation or seek to delay completion, rescind or terminate this contract because of any matter disclosed in this clause.

49. SEWER

- 49.1 Attached to this contract is:
- (a) service location diagram; and
 - (b) sewerage service diagram
- relating to the property, recently issued by a recognised sewerage authority (**Authority**) in the ordinary course of administration (**Documents**).
- 49.2 The vendor discloses and the purchaser acknowledges all of the information, writing and notations appearing on the Documents.
- 49.3 The purchaser acknowledges that the information in the Documents may not be complete and/or correct.
- 49.4 The purchaser must satisfy itself regarding all aspects of the connection or otherwise of the property and the improvements to the Authority's sewer and must not make any objection, requisition or claim for compensation or seek to delay completion or rescind or terminate this contract because of anything arising either directly or indirectly from the matters disclosed in this clause and the Documents.

50. MISCELLANEOUS

- 50.1 Unenforceability of a provision of this contract does not affect the enforceability of any other provision.
- 50.2 The parties acknowledge that the provisions of this contract having application after completion continue to apply despite completion.
- 50.3 The information contained in any document attached to this contract is fully disclosed for the purposes of this contract.
- 50.4 This clause does not merge on completion.

51. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

(a) Clause 31 is deleted.

(b) **Application**

This clause applies if:

- (i) the sale is not an excluded transaction within the meaning of subsection 14-215 of Schedule 1 to the TA Act; and
- (ii) a Clearance Certificate in respect of every registered proprietor of the land is not attached to this contract.

(c) **Variation Decision**

(i) If the vendor notifies the purchaser that the vendor has applied for a Variation Decision, the parties agree that completion will take place on the later of:

- (A) 35 days after the contract date; and
- (B) 3 business days after the vendor serves on the purchaser the Variation Decision or a Clearance Certificate in respect of every registered proprietor of the land.

(ii) If:

- (A) the vendor notifies the purchaser that the Commissioner of Taxation refuses to make a Variation Decision; or
- (B) the Commissioner of Taxation is unable to make a Variation Decision within 4 months from the contract date,

then either party may rescind this contract by notice in writing to the other and clause 19 will apply.

(iii) The purchaser acknowledges and agrees that any rescission of this contract by the vendor pursuant to this clause 51:

- (A) will not be a breach of this contract for the purposes of clause 19.2.3; and
- (B) the purchaser waives any rights it may have to claim damages, costs or expenses arising directly or indirectly from any rescission of this contract by the vendor pursuant to this clause 51.

(d) **Withholding Amount**

(i) If the vendor serves to the purchaser:

- (A) a Clearance Certificate in respect of every registered proprietor of the land; or
- (B) a Variation Decision that varies or reduces the Withholding Amount to nil,

clauses 51(d)(ii) and (iii) do not apply.

(ii) The purchaser must:

- (A) before the date for completion, serve evidence of the purchaser's submission of a purchaser payment notification to the Australian Taxation Office which must include the vendor's address noted on the front page of this contract or otherwise notified to the purchaser;
- (B) produce on completion a settlement cheque for the Withholding Amount payable to the Commissioner of Taxation;
- (C) forward the settlement cheque to the payee immediately after completion; and
- (D) serve evidence of receipt of payment of the Withholding Amount to the vendor.

(iii) The vendor cannot refuse to complete if the purchaser complies with clauses 51(d)(ii)(A) and 51(d)(ii)(B).

(e) **No merger**

This clause 51 survives completion or termination of this contract.

(f) **Definitions**

In this clause 51:

- (i) **Clearance Certificate** means a certificate under subsection 14-220(1) of Schedule 1 to the TA Act;
- (ii) **Variation Decision** means a decision or legislative instrument made under subsection 14-235(2) or subsection 14-235(5) of Schedule 1 to the TA Act, including without limitation a decision not to vary a particular amount; and
- (iii) **Withholding Amount**, in respect of the purchaser's acquisition of the property pursuant to this contract, means the amount required to be paid to the Commissioner of Taxation under section 14-200 of Schedule 1 to the TA Act.

CERTIFICATE

SECTION 66W CONVEYANCING ACT 1919

I _____ of _____
certify as follows:

1. I am a Solicitor/Barrister/Licensed Conveyancer currently admitted to practise in New South Wales.
2. I am giving this certificate in accordance with section 66W of the *Conveyancing Act 1919* with reference to a contract for the sale of a property at **17 Bungonia Street, Prestons NSW 2170** from **ING Bank (Australia) Limited ACN 000 893 292** to _____ in order that there is no cooling off period in relation to that contract.
3. I do not act for the vendor and I am not employed in a legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor for the vendor is a member or employee.
4. I have explained to the purchaser:
 - (a) the effect of the contract for purchase of the property;
 - (b) the nature of this certificate; and
 - (c) that the effect of my giving this certificate to the vendor is that there is no cooling-off period in relation to the contract.

DATE:

SIGNATURE:

PRINT NAME:

DRAFT

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **ING Bank (Australia) Limited ACN 000 893 292**

Purchaser:

Property: **17 Bungonia Street, Prestons NSW 2170**

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 free from all encumbrances.
 7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
 8. When and where may the title documents be inspected?
 9. 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

10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. 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

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
13. 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.
14.
 - (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*.
15. ~~Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?~~
16. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?

17. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
19. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
- (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
- (c) any latent defects in the property?
20. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
- (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
- (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
- (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
- (e) any realignment or proposed realignment of any road adjoining the property?
- (f) any contamination?

21. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
- (c) Do any service connections for any other property pass through the property?

22. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

23. 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

24. 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.
25. 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.
26. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
27. The purchaser reserves the right to make further requisitions prior to completion.
28. 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.

DRAFT

ANSWERS TO REQUISITIONS ON TITLE – TORRENS TITLE

Vendor: **ING Bank (Australia) Limited ACN 000 893 292**

Purchaser:

Property: **17 Bungonia Street, Prestons NSW 2170**

Possession & Tenancies

1. The property is vacant.
2. Not so far as the vendor is aware.
3. (a)–(f) The property is vacant.
4. Not relevant.
5. Not relevant.

Title

6. The vendor is mortgagee selling under power of sale.
7. The vendor is mortgagee selling under power of sale. See the provisions of section 59 of the *Real Property Act*.
8. On settlement.
9. The vendor does not know. Subject to contract.

Adjustments

10. Noted
11. If the property is liable for land tax it will be paid on or by completion.

Survey & Building

12. The vendor relies on the contract.
13. The vendor does not hold a survey.
14. (a) The vendor has no knowledge of these matters. The purchaser should make and rely on its own enquiries.
(b) The vendor has no knowledge of these matters. The purchaser should make and rely on its own enquiries.
(c) No.
(d) No.
(e)(i)-(iv) The vendor has no knowledge of these matters. The purchaser should make and rely on its own enquiries.
15. ~~Not so far as the vendor is concerned. The vendor cannot answer for predecessors in title. The purchaser should make and rely on its own enquiries.~~
16. (a)-(d) Not relevant.
17. (a) Presumably to the registered proprietor and adjoining owners equally.
(b) No.
(c) Not relevant.
(d) No.
(e) No.

Affectations

18. Other than as disclosed in the contract, the vendor is not aware. The purchaser should make and rely on its own enquiries.
19. (a) Other than as disclosed in the contract, the vendor is not aware. The purchaser should make and rely on its own enquiries.
(b) Other than as disclosed in the contract, the vendor is not aware. The purchaser should make and rely on its own enquiries.
(c) Other than as disclosed in the contract, the vendor is not aware. The purchaser should make and rely on its own enquiries.
20. (a) – (f) Other than as disclosed in the contract, the vendor has no knowledge of these matters. The purchaser should make and rely on its own enquiries.
21. (a)-(c) The vendor relies on the contract. The purchaser should make and rely on its own enquiries.
22. The vendor has no knowledge of these matters. The purchaser should make and rely on its own enquiries.

Capacity

23. The vendor is mortgagee selling under power of sale.

Requisitions & Transfer

24. A copy of the power of attorney will be provided on settlement.
25. If relevant, this will be provided on request.
26. Noted subject to contract.
27. Subject to contract
28. Noted.



FOLIO: 127/852492

SEARCH DATE	TIME	EDITION NO	DATE
3/7/2019	11:07 AM	8	24/9/2018

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

LAND

LOT 127 IN DEPOSITED PLAN 852492
AT PRESTONS
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF ST LUKE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP852492

FIRST SCHEDULE

MEUY SIO SEE
VICHETH LONG
AS JOINT TENANTS (T AC181546)

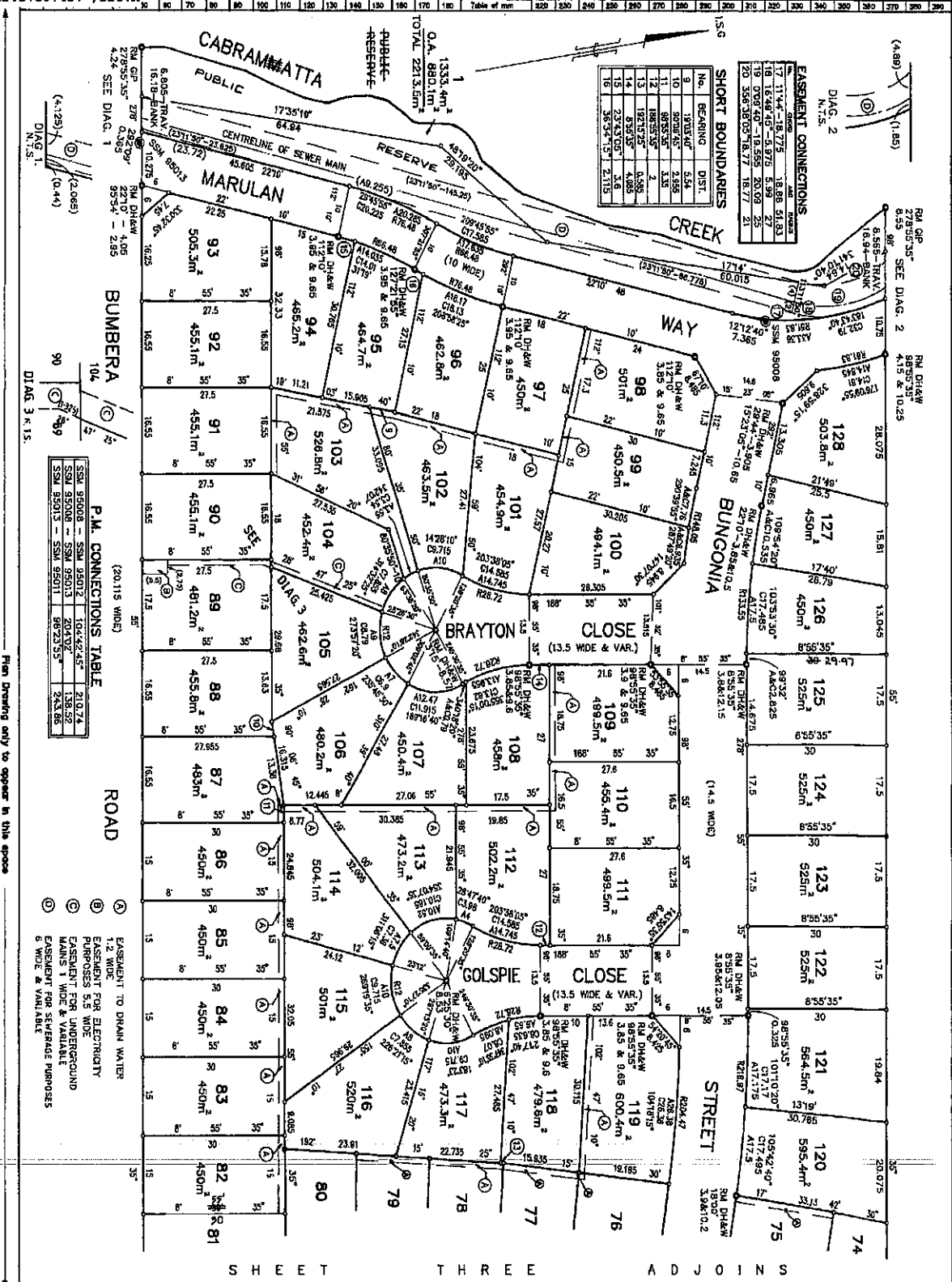
SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 F822009 COVENANT
- 3 DP852492 RESTRICTION(S) ON THE USE OF LAND
- 4 AC181547 MORTGAGE TO ING BANK (AUSTRALIA) LIMITED
- * 5 AM875030 CAVEAT BY NEW SOUTH WALES CRIME COMMISSION AS REGARDS THE INTEREST OF VICHETH LONG

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

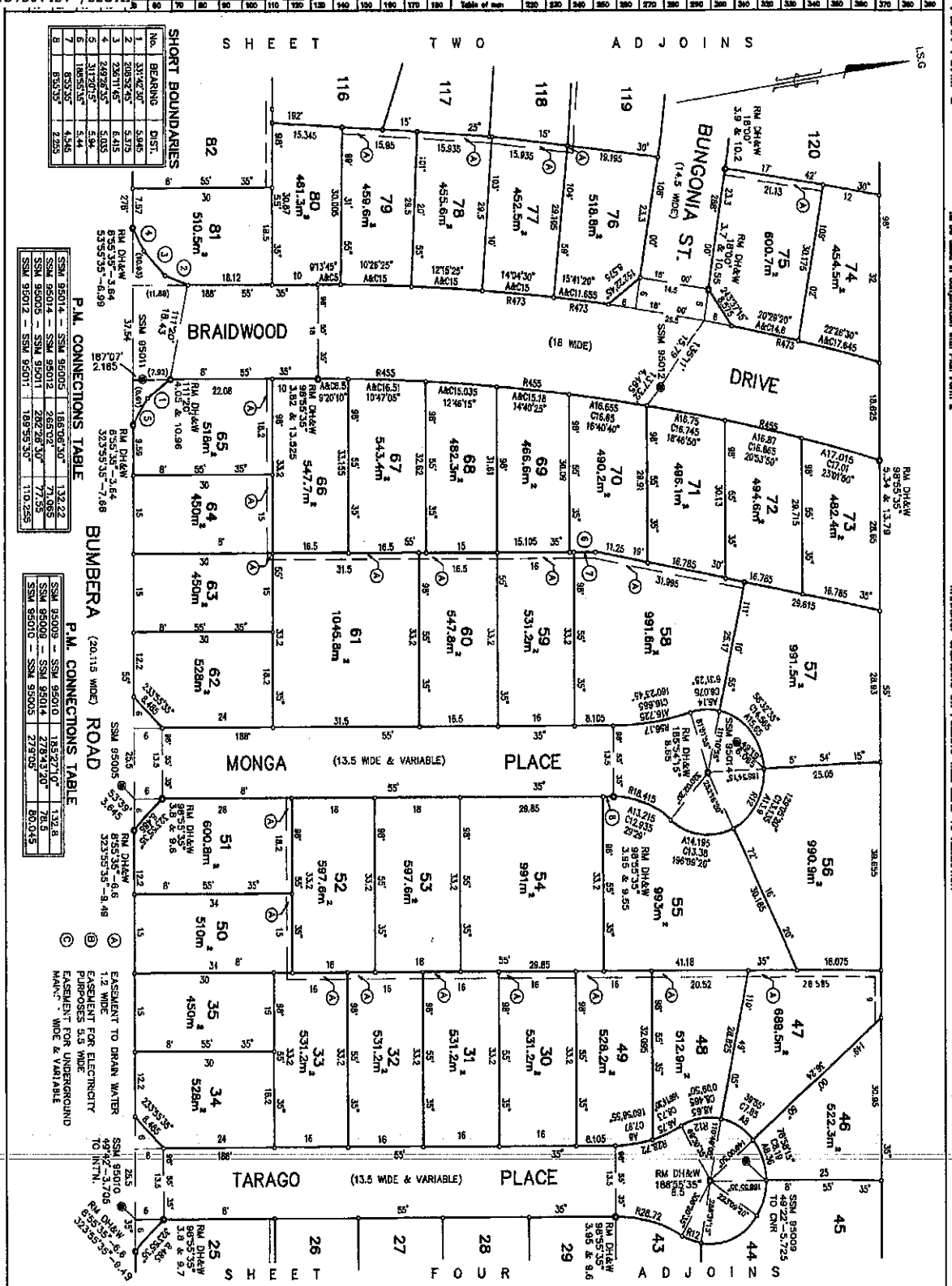


PLAN FORM 3
 To be used in conjunction with Form 2
 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION
 OFFICE USE ONLY
 DP 852492
 Registered Plan No 308-1995
 Date of Plan 27/06/1995
 Surveyor: [Signature]
 Date: 24-6-1995
 For use when plan is published in its final form
 Form 2

REACTION RULE 11: 500
 SURVEYOR'S RESPONSIBILITIES: 8520 CHECKLIST
 WEST BVD LOT 124 AMENDED
 PLAN AMENDED IN LTD AT SURVEYORS REQUEST. 25-6-96

To be used in conjunction with Plan Form 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION



SHORT BOUNDARIES

No.	BEARING	DIST.
1	331°23'30"	5.345
2	208°24'55"	5.375
3	236°11'55"	8.415
4	249°27'35"	5.035
5	311°07'55"	5.54
6	118°55'35"	5.44
7	85°35'35"	4.545
8	85°35'35"	4.545

P.M. CONNECTIONS TABLE

S.S.M. 95014 - S.S.M. 95005	186°08'30"	7.1322
S.S.M. 95014 - S.S.M. 95012 <td>85°35'35" - 6.64</td> <td>7.1065</td>	85°35'35" - 6.64	7.1065
S.S.M. 95014 - S.S.M. 95011 <td>282°28'30"</td> <td>77.35</td>	282°28'30"	77.35
S.S.M. 95012 - S.S.M. 95011 <td>189°55'30"</td> <td>110.255</td>	189°55'30"	110.255

P.M. CONNECTIONS TABLE

S.S.M. 95005 - S.S.M. 95010	135°27'10"	13.2
S.S.M. 95006 - S.S.M. 95014 <td>278°28'20" <td>16.1</td> </td>	278°28'20" <td>16.1</td>	16.1
S.S.M. 95010 - S.S.M. 95005 <td>271°02'30" <td>60.145</td> </td>	271°02'30" <td>60.145</td>	60.145

- (A) EASEMENT TO DRAIN WATER TO INTN.
- (B) EASEMENT FOR ELECTRICITY PURPOSES 0.3 WIDE
- (C) EASEMENT FOR UNDERGROUND MAINS WIDE & VARIABLE

Plan Drawing only to appear in this space

SHAW-WORTH'S REFERENCES: 6820 CHECKLIST

DP 852492

30.6.1995

27 JUN 1995

SHAW-WORTH'S REFERENCES: 6820 CHECKLIST

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

Lengths are in metres

Sheet 1 of 8 Sheets

PART 1

Plan **DP 852492**

Plan of Subdivision of
Lot A in D.P 381919
Covered by Council Clerks
Certificate No. *210* of *24-8-1995*

Full name and address of
Proprietors of the Land.

Crown Projects Pty Limited
1222a New South Head Road,
Vaucluse 2230
A.C.N. 003 433 190

1. Identity of Easement firstly
referred to in the above-
mentioned plan.

Easement to Drain Water 1.2 wide

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots, roads or Authority benefited

7	6
8	7, 6
9	8, 7, 6
10	9, 8, 7, 6
11	10, 9, 8, 7, 6
18	42, 41 & 40
19	18, 42, 41 & 40
20	19, 18, 42, 41 & 40
21	20, 19, 18, 42, 41 & 40
23	21, 20, 19, 18, 42, 41 & 40
24	23, 21, 20, 19, 18, 42, 41 & 40
25	24, 23, 21, 20, 19, 18, 42, 41 & 40
30	49, 48, 47 & 46
31	30, 49, 48, 47 & 46
32	31, 30, 49, 48, 47 & 46
33	32, 31, 30, 49, 48, 47 & 46
41	40
42	41 & 40
47	46
48	47 & 46
49	48, 47 & 46
50	33, 32, 31, 30, 49, 48, 47 & 46
51	50, 33, 32, 31, 30, 49, 48, 47 & 46

(Cont.)

Approved by the Council of the City of Liverpool
General Manager

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

Lengths are in metres

Sheet 2 of 8 Sheets

PART 1

Plan

DP 852492

Plan of Subdivision of
 Lot A in D.P 381919

Covered by Council Clerks
 Certificate No. *210..of.24-8-1995*

1. Identity of Easement firstly
referred to in the above-
mentioned plan.(Cont)

Easement to Drain Water 1.2 wide

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots, roads or Authority benefited

58	57
59	58 & 57
60	59, 58 & 57
61	60, 59, 58 & 57
63	61, 60, 59, 58 & 57
64	63, 61, 60, 59, 58 & 57
65	64, 63, 61, 60, 59, 58 & 57
75	74
76	77, 78, 79 & 80
77	78, 79 & 80
78	79 & 80
79	80
82	81
83	82 & 81
84	83, 82 & 81
85	84, 83, 82 & 81
86	85, 84, 83, 82 & 81
87	86, 85, 84, 83, 82 & 81
98	99, 101, 102, 103 & 104
99	101, 102, 103 & 104
101	102, 103 & 104
102	103 & 104
103	104
109	110, 112, 113, 114, 87, 86, 85, 84, 83, 82 & 81
110	112, 113, 114, 87, 86, 85, 84, 83, 82 & 81
112	113, 114, 87, 86, 85, 84, 83, 82 & 81
113	114, 87, 86, 85, 84, 83, 82 & 81
114	87, 86, 85, 84, 83, 82 & 81
119	76, 77, 78, 79 & 80

Approved by the Council of the City of Liverpool
 General Manager

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

Lengths are in metres

Sheet 3 of 8 Sheets

PART 1

Plan

DP 852492

Plan of Subdivision of
Lot A in D.P 381919
Covered by Council Clerks
Certificate No. *210* of *24-8-1995*

2. Identity of Easement secondly
referred to in the above-
mentioned plan.

Easement for Electricity purposes
5.5 wide.

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots, roads or Authority benefited

12 & 89

Prospect Electricity

3. Identity of Easement thirdly
referred to in the above-
mentioned plan.

Easement for Underground Mains
1 wide and variable.

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots, roads or Authority benefited

89 & 104

Prospect Electricity

4. Identity of Easement fourthly
referred to in the above-
mentioned plan.

Easement for Sewerage purposes
6 wide and variable.

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots, roads or Authority benefited

1

Sydney Water Corporation Limited
A.C.N 063 279 649

Approved by the Council of the City of Liverpool
General Manager

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

Lengths are in metres

Sheet 4 of 8 Sheets

PART 1

Plan

DP 852492

Plan of Subdivision of

Lot A in D.P 381919

Covered by Council Clerks

Certificate No. *210*..of. *24-8-1995*

5. Identity of Restriction fifthly
referred to in the above-
mentioned plan.

Restriction on Use

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots, roads or Authority benefited

Each Lot

Every Other Lot

6. Identity of Restriction sixthly
referred to in the above-
mentioned plan.

Restriction on Use

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots, roads or Authority benefited

Each Lot

Every Other Lot

PART 2

TERMS OF EASEMENT SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

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

Approved by the Council of the City of Liverpool
General Manager

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND Restriction's ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
OF THE CONVEYANCING ACT, 1919.

Lengths are in metres

Sheet 5 of 8 Sheets

PART 2

Plan

D.P. 852492

Plan of Subdivision of

Lot A in D.P 381919

Covered by Council Clerks

Certificate No. **210**..of **24-8-1995**

TERMS OF EASEMENT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

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

TERMS OF EASEMENT FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

An Easement for Sewerage Purposes in the terms set out in Memorandum X342179 filed in the Land Titles Office on behalf of the Water Board now Sydney Corporation Limited. For the purposes of this instrument, references within Memorandum X342179 to the "Transferee" shall be taken to be references to the Authority hereby benefited, references to the "Transferor" shall be taken to be references to the Registered Proprietor from time to time of the land of the land burdened, AND references to "the said land" shall be taken as references to the site of the subject easement hereby created, (Cont).

Approved by the Council of the City of Liverpool
General Manager

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

Lengths are in metres

Sheet 6 of 8 Sheets

PART 2

Plan

D.P. 852492

Plan of Subdivision of

Lot A in D.P 381919

Covered by Council Clerks

Certificate No. 210 of 24-8-1995

TERMS OF EASEMENT FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN (CONT).

AND FURTHER the use of the word "transferred" in that Memorandum, shall mean the easement or rights granted or transferred herein, from the Registered Proprietor of the land burdened to the Authority hereby benefited and by virtue of and pursuant to the Water Board (Corporatisation) Act 1994.:

- (a) Sydney Water Corporation Limited is the continuation of, and the same legal entity as the Water Board; and
- (b) the rights of easement set out in Memorandum X342179 are by virtue of this Instrument created in favour of Sydney Water Corporation Limited; and
- (c) a reference in Memorandum X342179 to:

the 'Water Board' is to be read as a reference to 'Sydney Water Corporation Limited'; and

the 'Water Board Act 1987' or a provision thereof is to be read respectively as a reference to the 'Water Board (Corporatisation) Act 1994' or the corresponding provision (if any), of the Water Board (Corporatisation) Act 1994.

TERMS OF RESTRICTION ON USE FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

~~No fence shall be erected on any lot to divide it from any adjoining lot~~
without the consent in writing of the above named proprietors their successors and assigns other than purchases on sale obtained beforehand provided that such consent shall not be refused if such fence is erected without expense to the above named proprietors its successors and assigns other than purchasers on sale and provided further that such consent shall be deemed to have been given in respect of any fence for the time being erected.

Approved by the Council of the City of Liverpool
General Manager

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

Lengths are in metres

Sheet 7 of 8 Sheets

PART 2

Plan

D.P 852492

Plan of Subdivision of

Lot A in D.P 381919

Covered by Council Clerks

Certificate No. 210..of. 24-8-1995

TERMS OF RESTRICTION ON USE SIXTHLY REFERRED TO IN THE ABOVEMENTIONED
PLAN.

(A) No main building shall be erected or permitted to remain on the lot hereby burdened with external walls of materials other than brick stone concrete glass timber or fibre cement or any combination of the same provided that timber or fibre cement shall not be used in external walls except as infill panels in conjunction with all or any of the other materials herein before specified and the preparation of timber and/or fibre cement so used in relation to the total external wall area shall not exceed 25% thereof provided that nothing contained in this covenant shall be construed as to preclude or prohibit the erection of a building having the inner framework of its external walls constructed of timber and or other materials with and external or veneer face of brick.

(B) No main building shall be erected or permitted to remain on the lot hereby burdened having a roof of corrugated iron, tin or fibre cement nor constructed of aluminium or steel unless it is coated or surfaced with a material of non reflective nature.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE THE EASEMENT FIRSTLY
REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Council of the City of Liverpool

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE THE EASEMENT SECONDLY &
THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Prospect Electricity

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE THE EASEMENT FOURTHLY
REFERRED TO IN THE ABOVEMENTIONED PLAN.

Sydney Water Corporation Limited

Approved by the Council of the City of Liverpool
General Manager

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

Lengths are in metres

Sheet 8 of 8 Sheets

PART 2

Plan
D.P. 852492

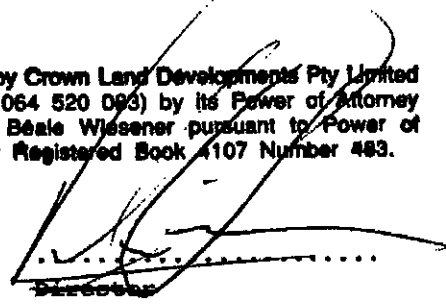
Plan of Subdivision of
Lot A in D.P 381919
Covered by Council Clerks
Certificate No. 210...of 24-8-1995

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
RESTRICTION FIFTHLY & SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The aforementioned proprietor for such period as it is the Registered Proprietor of any of the lots in the abovementioned plan or for a period of five years from the date of registration of the abovementioned plan as a deposited plan which ever is the later.

Signed by Crown Land Developments Pty Limited
(A.C.N. 064 520 093) by its Power of Attorney
Andrew Beale Wissener pursuant to Power of
Attorney Registered Book 4107 Number 483.

~~THE COMMON SEAL OF~~
~~Crown Projects Pty Limited~~)
~~was hereunto affixed by the~~)
~~authority of the Board in the~~)
~~presence of:~~)



Director

.....
Secretary

Approved by the Council of the City of Liverpool
General Manager

WESTPAC BANKING CORPORATION ARBN 007 457 141
by its attorney... RONALD LEONARD JOHN DEKORT
under Power of Attorney No... 631... Book ... 4259.....

[Signature]
* Manager
* Assistant to the Manager, Legal, Sydney Office - GBC

Witness: PETER BICLINGS

(name) LEVEL 1 155 KING ST
(business address) SYDNEY

REGISTERED  530-8-1995



R.P. 822009
 New South Wales



Fees:—
 Lodgment 1/10
 Indorsement 2
 Certificate 2
 Plans 1
 Lev. 1/10

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900)

D

I, **GEORGE HARRIS WILLIAMSON** of Milperra Farmer

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of TWO THOUSAND POUNDS

(£ 2000.0.0) (the receipt whereof is hereby acknowledged) paid to me by

NTCK COURSOUGOOS of Cooksburra Road, Prestons, Farmer

(herein called transferee)

do hereby transfer to the said transferee

ALL such my Estate and Interest in ALL THE land mentioned in the schedule following :—

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Cumberland	St. Luke	Part	3961	20	Being Lot A in sub-division annexed hereto and marked "A".

And the transferor ~~consents with the transferee~~ for himself and his assigns HEREBY for the benefit of the adjoining land Lot B in plan of sub-division annexed hereto but only during the ownership thereof by the transferor his executors administrators and assigns other then purchases on sale COVENANTS with the transferee his executors administrators and assigns that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the transferee his executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the transferee his executors administrators or assigns and in favour of any person dealing with the transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be relaxed varied or modified by the owner or owners for the time being of such adjoining land.

ENCUMBRANCES, &c., REFERRED TO,

NIL.

PLAN REFILED IN
 PLAN ROOM AS F.P.
381919

Signed at *Hydney* the *18th* day of *February* 19*53*

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

John Johnston
John Johnston
James

G. Williamson
 Transferor.

Signed

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

John Johnston
John Johnston
Hydney

I Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

NTCK COURSOUGOOS
NTCK COURSOUGOOS
 Transferee(s).

4th February 1953

Notes must not be disclosed in a transfer.

Typing or handwriting in this instrument should not extend to any margin. Handwriting should be clear and legible and permanent black or blue-black non-copying ink.

If a less estate, tenancy or lease is intended, the words "and" and "hereinafter" should be inserted.

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

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

If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being lot sec. D.F." or

"being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. . . ."

Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1941.

Here also should be set forth any right-of-way or easement or exception.

Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

A very short note will suffice.

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words adjusted should be scored through with the pen, and these substituted written over them, the attestation being verified by signature or initials in the margin, or words in the attestation.

F^{No.} 822009-

LODGED BY

CONSENT OF MORTGAGEE.
 (N.B.—Before execution read marginal note.)



I, _____ mortgagee under Mortgage No. _____
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge when the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at _____ the _____ day of _____ 19 _____
 Signed in the presence of— _____

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

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

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

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED <i>N</i>	MEMORANDUM OF TRANSFER <i>Sub to cert</i>	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.
	Checked by <i>[Signature]</i>	Received Docs. Nos.
Passed (in S.D.B.) by <i>[Signature]</i>	Particulars entered in Register Book, Volume <i>3961</i> Folio <i>20</i>	1 <i>[Signature]</i>
Signed by <i>[Signature]</i>	the <i>10th</i> day of <i>May</i> 19 <i>53</i> at <i>minutes past 2 o'clock</i> in the _____ room.	2
	<i>[Signature]</i> Registrar-General	3
		4
		5
		6
		7
		Receiving Clerk.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch...		
Received from Records...		
Draft written ...	<i>[Signature]</i>	<i>20/4/53</i>
Draft examined...	<i>[Signature]</i>	<i>20/4/53</i>
Diagram prepared	<i>[Signature]</i>	<i>20/4/53</i>
Diagram examined	<i>[Signature]</i>	<i>20/4/53</i>
Draft forwarded	<i>[Signature]</i>	<i>20/4/53</i>
Supt. of Engravers	<i>[Signature]</i>	<i>20/4/53</i>
Cancellation Clerk	<i>[Signature]</i>	<i>20/4/53</i>
Vol. <i>6663</i> Fol. <i>238</i>		

EXECUTION OUTSIDE NEW SOUTH WALES.
 If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Dominion, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.
 If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Consul, Charge d'Affaires, or Notary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consul Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:— Upon lodgment (a) 1/-, if accompanied by the relevant title or evidence of production thereof, (b) 1/- to 5/- otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:— (a) 1/- for each additional Certificate included in the Transfer, (b) 1/- to 5/- for each new Certificate of Title issued, (c) 2/- when the transfer contains a mortgage or other interest affecting the land, (d) 1/- when the land is to be registered together with an easement or other interest or in any way creates an easement, (e) 2/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/- for each additional folio where the Certificate exceeds ten folios, (g) as assessed, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Transfers in common must receive separate Certificates.
 If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

F822009

Municipality/Town of LIVERPOOL

Certificate of New Road or Subdivision

LOCAL GOVERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 32, FORM I.

Certificate No. 1953/7

COUNCIL CHAMBERS,.....LIVERPOOL.....

.....29th January,.....19.53.....

APPLICANT

(Name) Mr. J. J. Worsley.....
(Surname First)

(Address) 40 Gow St. Padstown.....

OWNER

(Name) Mr. George Harris Williamson.....

(Address) Cookaburra Rd. via Prestons.....

NEW ROAD (Particulars)
.....

.....

SUBDIVISION (Particulars) Plan of subdivision of lots 80 to 85 Cookaburra.....

Road into three lots "A" "B" and "C".....

Lot "A" 21a. 1r. 5 1/2p; Lot "B" 18a. 6r. 28 1/2p;..... ✓

Lot "C" 22a. 1r. 28 1/2p......

CERTIFICATE

I hereby certify that the requirements of the Local Government Act, 1919, (other than the requirements for the registration of plans), have been complied with by the above-named applicant in relation to the proposed Subdivision.....
(Insert New Road or Sub-division)
above described and more particularly set out on the accompanying plan bearing the Council's Seal and marked "Plan approved by Council, Covered by Council Clerk's Certificate No. 7 of 1953".....

H. J. Gill
Town Clerk.

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

Ref.: 37307457:79210
Ppty: 50469

Cert. No.: 44

Applicant:
INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

Receipt No.: 4295148
Receipt Amt.: 133.00
Date: 03-Jul-2019

The information in this certificate is provided pursuant to Section 10.7(2)&(5) 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 127 DP 852492

Street Address: 17 BUNGONIA STREET, PRESTONS NSW 2170

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

Note: Commonly Used Abbreviations:

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



1. Names of relevant planning instruments and DCPs

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

LEPs:

Liverpool LEP 2008

SEPPs*:

SEPP No. 33 – Hazardous and Offensive Development

SEPP No. 50 – Canal Estate Development

SEPP No. 55 – Remediation of Land

SEPP No. 62 – Sustainable Aquaculture

SEPP No. 65 – Design Quality of Residential Flat Development

SEPP (Building Sustainability Index: BASIX) 2004

SEPP No. 70 – Affordable Housing (Revised Schemes)

SEPP (Infrastructure) 2007

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Miscellaneous Consent Provisions) 2007

SEPP (State and Regional Development) 2011

SEPP (Education Establishments and Child Care Facilities) 2017

SEPP (Vegetation in Non-Rural Areas) 2017

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

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP No 19 – Bushland in Urban Areas

SEPP No 21 – Caravan Parks

SEPP No 30 – Intensive Agriculture

SEPP No 44 – Koala Habitat Protection

SEPP No 64 – Advertising and Signage

Deemed SEPPs*:

Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment

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

Draft LEPs:

N/A

Draft SEPPs*:

Draft SEPP (Competition) 2010

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



Liverpool DCP 2008

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

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

- (a) Name of zone, and the EPI from which the land zoning information is derived.
R2 Low Density Residential - Liverpool LEP 2008
- (b) The purposes for which development may be carried out within the zone without the need for development consent
Home-based child care; Home occupations
- (c) The purposes for which development may not be carried out within the zone except with development consent
Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings
- (d) The purposes for which the instrument provides that development is prohibited within the zone
Any development not specified in item (b) or (c)

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

No

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



No

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

No

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

No

3. Complying development

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

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

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



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

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

Nil

4. Coastal protection*

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

No

4A. Certain information relating to beaches and coasts*

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

No

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

Not applicable

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

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



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

No

5. Mine subsidence*

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

No

6. Road widening and road realignment

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

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

No

(b) An EPI?

No

(c) A resolution of the council?

No

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

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

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



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

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

7A. Flood related development controls information

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

No

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

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

Yes

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.



**THE FOLLOWING INFORMATION IS PROVIDED PURSUANT TO SECTION 10.7(5) OF THE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT (EP&A ACT) 1979**

1. Controlled access road

Does the land have a boundary to a controlled access road?

No

2. Sewer Access and On-site Management

Nil

3. Other Information in Relation to Water Restrictions

All/part of the property is identified as flood prone and is within the low risk flood category. Low Flood Risk Category means the outer extent of the floodplain (within the extent of the probable maximum flood) but not identified within either the High Flood Risk or the Medium Flood Risk Category. Refer to Section 1(c) of this certificate for the relevant DCP which contains controls relating to flood prone land.

Note: No flooding certificate will be provided if the property is only within the low risk flood category.

4. Contaminated Land

Nil

5. Airport Noise Affectation*

Nil

6. Environmentally Significant Land

Nil

7. Archaeological Management Plan

Nil

8. Western Sydney Long Term Strategic Corridors*

Has the NSW Government identified that the land may be traversed by, or located near, a future transport corridor as identified in the Western Sydney Long Term Strategic Corridors project?

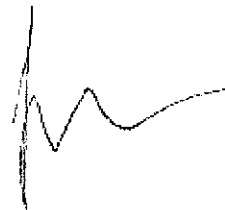


No

For more information on the Western Sydney Long Term Strategic Corridors, visit:
<https://www.transport.nsw.gov.au/corridors>

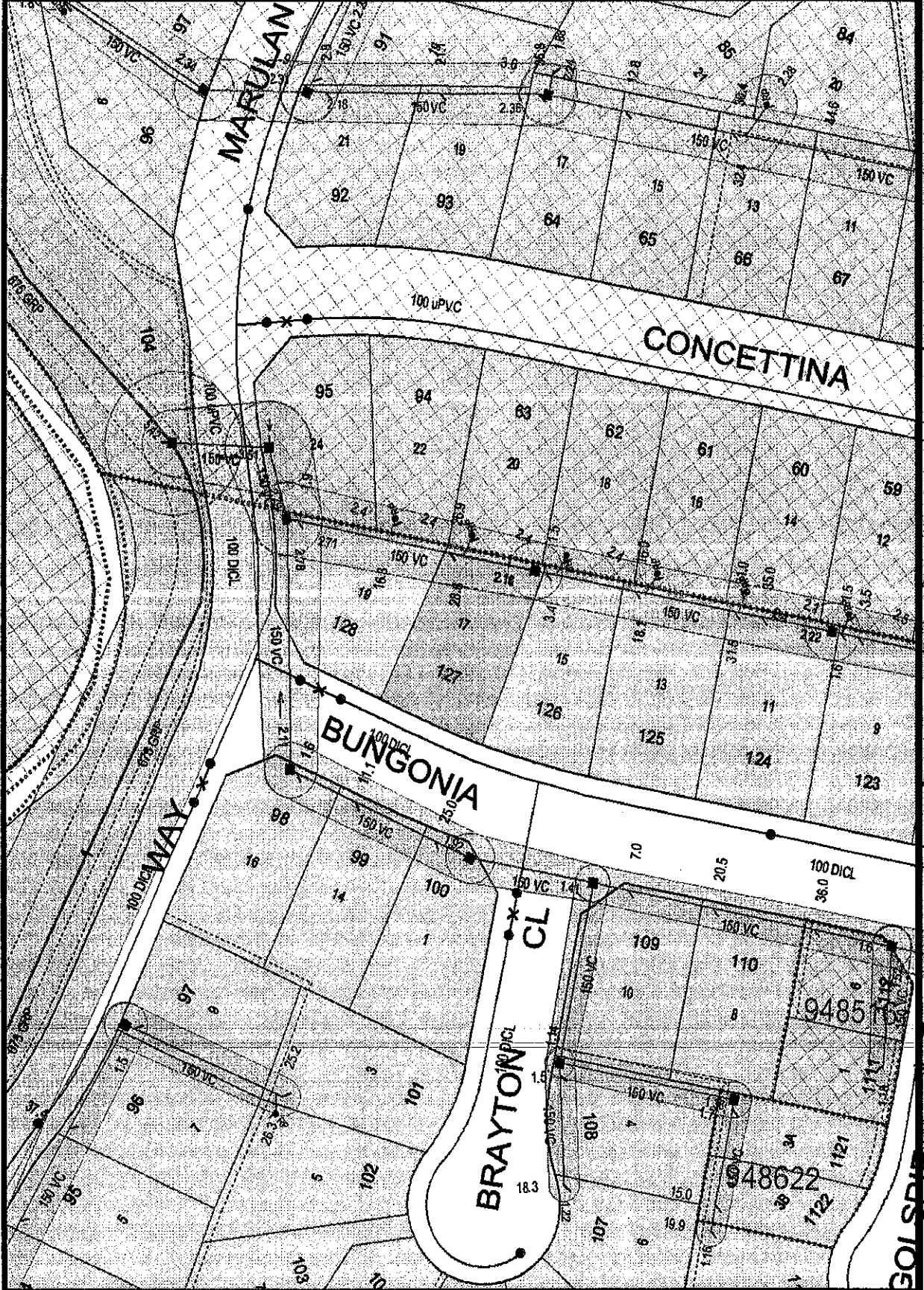
9. Offensive Odour and Rural Land Uses

Nil



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

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



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.

SEWERAGE SERVICE DIAGRAM

M.W.S. & D.B.

MUNICIPALITY OF LIVERPOOL SUBURB OF PRESTONS

Copy of Diagram No. 4903301

INDICATES - DRAINAGE FITTINGS	
☐ Chr.	Menhole
☐ L.H.	Chamber
☐ L.H.	Lamphole
☐ Pit	Boundary Trap
☐ G	Inspection Shaft
☐ G	Pit
☐ G	Grease Interceptor
☐ G	Gully
☐ P	P. Trap
☐ R	Reflux Valve
☐ Vert.	Cleaning Eye
☐ IP	Vertical Pipe
☐ MF	Induct Pipe
☐ Jn.	Mica Flap
☐ RP	Junction
☐ RP	Rodding Point

SYMBOLS AND ABBREVIATIONS



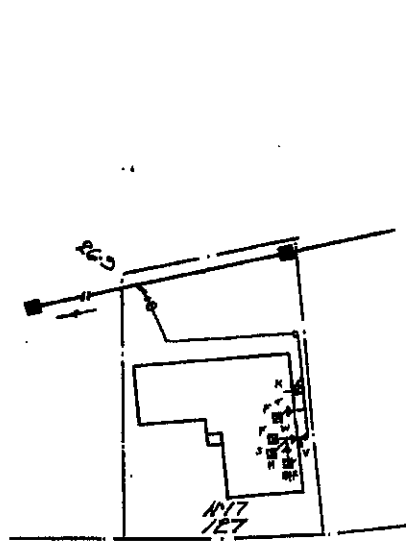
INDICATES - PLUMBING FIXTURES & OR FITTINGS	
CO	Clear Out
O V	Vent Pipe
T	Tubs
K	Kitchen Sink
W	Water Closet
B	Bath Waste
H	Handbasin
BS	Bidet
S	Shower
DW.	Dishwasher
F	Floor Waste
M	Washing Machine
LS	Bar Sink
LS	Lab Sink
O WS	Waste Stack

INDICATES - PLUMBING ON MORE THAN ONE LEVEL

SEWER AVAILABLE

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

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



BUNBONIA R.

Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres

W.s	DRAINAGE Inspected by	Date of Issue	PLUMBING Inspected	YES	NO
	Inspector		Inspector		
Ur.s	Cert. Of Compliance No.	Outfall	Cert. Of Compliance No.		
	Field Diagram Examined by		Drainer		
Sewer Ref.		Plumber	For Regional Manager		
Sheet No.	Tracing Checked by	Boundary Trap is not required			

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 approximate only.



Revenue

Enquiry ID 3098785
Agent ID 81429403
Issue Date 03 Jul 2019
Correspondence ID 1692756784
Your reference 37307457

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D852492/127	17 BUNGONIA ST PRESTONS 2170	\$409 333

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

Yours sincerely,

Stephen R Brady
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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



landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 9761 4956
Help in community languages is available.