

1 Vaal Way,

Edmondson Park NSW 2174

Draft Contract

McGrath

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath 265B Macquaire Street, Liverpool, NSW 2170	Phone: 9824 1100
co-agent		
vendor	Jatin Shanbhag 1 Vaal Way, Edmondson Park, NSW 2174	
vendor's solicitor	ALLAN WONG & CO Kien Hay Centre Suite 505, 431 - 439 Sussex Street, Sydney NSW 2000	Phone: (02) 9211 2112 Email: allan@awongsolicitors.com.au Fax: (02) 9211 6205 Ref: AW:JL:13995/20
date for completion	28th day after the contract date	(clause 15)
land (address, plan details and title reference)	1 Vaal Way, Edmondson Park, New South Wales 2174 Registered Plan: Lot 4002 Plan DP 1184348 Folio Identifier 4002/1184348	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

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

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 30): _____

Electronic transaction (clause 30)

no YES

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

Purchaser must make a *GSTRW payment* (GST residential withholding payment)

NO yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 32 property certificate for strata common property <input type="checkbox"/> 33 plan creating strata common property <input type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement - off the plan contract <input type="checkbox"/> 58 other document relevant to off the plan contract Other <input type="checkbox"/> 59
Home Building Act 1989 <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover	
Swimming Pools Act 1992 <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. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is NO COOLING OFF PERIOD:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <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 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

15 Date for completion

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

16 Completion

• Vendor

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

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

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

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

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

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

• Purchaser

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

16.7.1 the price less any:

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

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

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

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

16.10 On completion the deposit belongs to the vendor.

• Place for completion

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

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

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

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

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

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

17 Possession

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

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

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

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

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

18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

19 Rescission of contract

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

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

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 - 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
 - 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

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

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.

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

7 Vaal Way EDMONDSON PARK NSW 2174

SPECIAL CONDITIONS
ANNEXED TO CONTRACT FOR SALE OF LAND
2019 EDITION

33 Amendments to standard clauses of the contract

The standard clauses of this printed contract are amended as follows:

- a) Clause 1: delete the words "a building society or a credit union" in the definition of *bank*
- b) Clause 5.2.3 – delete
- c) Clause 7.1.1 – the words "exceeds 5% of the price" is replaced by "exceeds 0.5% of the price".
- d) Clause 8.1.1 – delete the words "on reasonable grounds"
- e) Clause 8.2 – delete
- f) Clause 10.1 – add the words "or delay completion" after the word "terminate"
- g) Clause 12.2 – delete the words "if necessary in the name of the Vendor"
- h) Clause 13.2 – delete
- i) Clause 14.2 – the addition of the following sentence after the word "completion": -

"The amounts and figures for water consumption furnished by the relevant water rating authority even if estimated or provisional shall be conclusive for the purposes of such apportionment and adjustment."
- j) Clause 14.4 – delete the word "not" and replace "but" with "and"
- k) Clause 14.4.1 – insert "and" at the end of clause
- l) Clause 14.4.2 – by deletion of the whole clause and the insertion of the following Clause instead:-

"by adjusting the amount that would have been payable if at the start of the years:-

 - If the person who owned the land owned other lands, by calculating its separate taxable value on a proportional basis based on the calculation of the land out of the total valuation of all lands;
 - If the land was subject to a special trust or owned by a non-concessional company, no adjustment shall be allowed for the land tax concessions for the land."
- m) Clause 16.8 – delete

- n) Clause 16.12 - delete the words "if it is in NSW, but the Vendor must pay the Purchaser's additional expenses, including any agency or mortgagee fee"
- o) Clause 16.13 – replace by: "If the Purchaser requests the Vendor to complete this contract at a place that is not the completion address and the Vendor in its absolute discretion agrees to do so, then the Purchaser shall:
 - i) Pay to Vendor's solicitors a fee of \$165.00 (Inclusive of GST) if the location for settlement requested by the Purchasers is some place in The Central Business District of Sydney; and
 - ii) Reimburse to the Vendor any additional fees incurred by the Vendor to mortgagees or any other person required by the Vendor to be in attendance at the settlement at the location requested by the Purchasers"
- p) Clause 23.6.1 – delete
- q) Clause 23.13 – delete "at least 7 days"
- r) Clause 23.14 – delete first sentence
- s) Clause 23.15 - delete
- t) Clause 24.1 – delete
- u) Clause 24.4.2 – delete
- v) Clause 24.4.3 – delete the last 2 bullet points
- w) Clause 31.4 – replace "7 days" with "3 days"

34 Condition of Auction

- a) The Purchaser acknowledges that the Auction Conditions of Sale appearing at the bottom of page 5 of the standard contract are deleted and replaced by the following:
 - i) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - a. The Vendor's reserve price must be given in writing to the auctioneer before the auction commences.
 - b. A bid for the Vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Vendor.
 - c. The highest bidder is the Purchaser, subject to the reserve price
 - d. In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

- e. The auctioneer may refuse to accept any bid that, in the auctioneer's opinion is not in the best interests of the Vendor
 - f. A bidder is taken to be principal unless, before bidding the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - g. A bid cannot be made or accepted after the fall of the hammer.
 - h. As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.
- ii) The following conditions, in addition to those prescribed by in paragraph (a) are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- a. All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - b. One bid only may be made by or on behalf of the Vendor. This includes a bid made by the auctioneer on behalf of the Vendor.
 - c. When making a bid on behalf of the Vendor or accepting a bid made by or on behalf of the Vendor, the auctioneer must clearly state that the bid was made by or on behalf of the Vendor or auctioneer.

35 Inspections by Purchaser

- a) The property and any furnishings or chattels referred to in this agreement are sold in their present conditions and state of repair subject to all defects (latent or patent) infestation and dilapidation and all damage wear and tear pending completion. The Purchaser cannot make a claim, objection or requisition or rescind or terminate in respect of a defect in or any lack or repair of the improvements (or any part of the improvements), furnishings or chattels.

36 Mortgages, Charges and Caveats

- a) The Purchaser shall not be entitled to require the Vendor prior to completion to register a Discharge of any Mortgage or Charge or Withdrawal of any Caveat affecting the subject land. If at the date of completion of this contract there is noted on any Certificate of Title in respect of the property or any part thereof any Mortgage, Charge or Caveat, the Purchaser will accept a Discharge or Withdrawal thereof so far as the same relates to the property.

37 Representations, warranties and acknowledgements

- a) The Purchaser enters into this agreement entirely as a result of the Purchaser's own enquiries and the Purchaser warrants that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation other than as set out in this agreement which has in any manner influenced the Purchaser to enter into this agreement. The Purchaser does not rely on any representation letter document correspondence or arrangement whether oral or in writing as adding to or amending the terms conditions warranties and arrangements set out in this written agreement.

38 Purchaser's warranty on agent

- a) The Purchaser warrants that the Purchaser was not introduced to the Vendor of the property by any real estate agent except the agent (if any) named in this agreement and the Purchaser indemnifies the Vendor against any claim for commission which might be made by any agent resulting from an introduction forming a breach of such warranty and against all costs and expenses incidental to defending any such claim.
- b) It is agreed that these indemnities shall be continuing indemnities not merging on completion.

39 Provision on death, mental illness, liquation

- a) Without in any manner negating limiting or restricting any rights or remedies which would have been available to the Vendor at Law or in Equity had this clause not been included herein, should the Purchaser and if more than one Purchaser then any one of them prior to completion:-
 - (i) Die or become mentally ill;
 - (ii) Being a company resolve to go into liquidation or have petition for the winding up of the Purchaser presented or enter into any scheme of arrangement with its creditors pursuant to the provisions of Corporations Law or should any Receiver liquidator (provisional or otherwise) or Receiver Manager be appointed in respect of the Purchaser;

then the Vendor may rescind this contract by notice in writing to the Purchaser and thereupon this contract shall be at end and the provisions of Clause 19 shall apply.

40 Purchaser's obligations

- a) In the event that the Purchaser changes solicitors without notifying the Vendor in writing of such change then the solicitor lastly acting for the Purchaser shall be deemed to remain and be the solicitor for the Purchaser for the purposes of this agreement until notice in writing signed by the Purchaser of such change is received by the Vendor.

41 FIRB approval

- a) The Purchaser warrants that it does not require the consent of the Foreign Investment Review Board to the purchase of the property and in the event, notwithstanding this warranty, that any fine or penalty is incurred by the Vendor for any non-compliance to the Act relating to the foreign acquisition of certain land interests and to foreign control of certain business enterprises and mineral rights then the Purchase shall indemnify and keep indemnified the Vendor against such fine or penalty.

42 Interest for late completion

- a) If completion does not take place on or before the date specified by this contract, the Purchaser shall pay interest to the Vendor at the rate of 12% per annum on the balance of the purchase price and any other moneys owing pursuant to this contract as from the due date for completion until the date of actual completion. However if at the date stipulated for completion the Vendor is unable or unwilling to complete, interest shall not commence to run until the Vendor is ready willing and able to complete.

- b) If the Vendor is required to re book completion then the Purchaser agrees that on completion the Purchaser must pay to the Vendor Vendor's solicitors a fee of \$330 (Inclusive of GST) for each cancellation and rebooking of completion, provided that the cancellation is not caused by the Vendor. This is an essential term of this contract and it is agreed by the parties that this sum is genuine pre-estimate of part of the Vendor's damage as a result of the Purchaser not completing on the date for completion under the contract due to the delay incompletion.
- c) If the Vendor is required to re book completion with the Vendor's discharging mortgagee then the Purchaser agrees that on completion the Purchaser must pay to the Vendor the fee incurred for each cancellation and rebooking of completion, provided that the cancellation is not caused by the Vendor.

43 Tax File Number

- a) Further to clause 2 of the contract the Vendor and the Purchaser acknowledge that each is aware of the provisions of the taxation laws relating to tax file numbers and in particular that if a tax file number or claim for exemption is not quoted to an investment body, it will deduct tax from the unattributed income. Unattributed income is income from an investment for which the investor has not quoted a tax file number or informed the investment body that the investor is exempt from quoting the investor's tax file number

44 Release of deposit

- a) The Purchaser agrees to release that part of the deposit at any such time as the Vendor may require to be used by the Vendor for the payment of:
 - (i) the whole or part of the deposit payable by the Vendor on the purchase of another property;
 - (ii) the whole or part of the stamp duty on the contract in respect of the purchase of such other property; and/or
 - (iii) the whole or part of the land tax charges (including land tax surcharge) in respect of this property.
- b) If such release is required at the time of making this contract, then the deposit shall be paid in the manner directed by the Solicitor for the Vendor otherwise the deposit or part thereof shall be released by the deposit holder as directed in writing by the Vendor's solicitors. The Purchaser shall not be entitled to make any claim for loss of interest which would otherwise be payable pursuant to clause 2 thereof.

45 Smoke Alarm

- a) Pursuant to the Conveyancing (Sale of Land) Amendment (Smoke Alarms) Regulation 2006, the Vendor states that the property complies with Division 7A (Smoke Alarms) of Part 9 (Fire Safety and Matter Concerning the Building Code of Australia) of the Environmental Planning and Assessment Regulation 2000 as amended by the Environmental Planning and Assessment Amendment (Smoke Alarms) Regulation 2006.

46 Chemical treatment

- a) The Purchaser shall not call upon the Vendor to carry out any repairs or chemical treatment for pest infestation, if any, whatsoever in relation to the property sold nor shall the Vendor call upon the Purchaser to contribute to the cost of such repairs of chemical treatment

47 State Environmental Planning Policy (SEPP) 25 and 28

- a) The Vendor discloses that SEPP 28 has been repealed and that some provisions of SEPP 25 and SEPP 12 that allowed subdivision of dual occupancies have been repealed and the attached Section 149 Certificate may be inaccurate in respect of those matters.

48 Transfer

- a) The Purchaser acknowledges that sufficient information for the form of Transfer is disclosed in the contract and the Purchaser does not require the Vendor to serve further information pursuant to clause 4.2.
- b) The Purchaser shall serve the Transfer on the Vendor in accordance with the contract. Should the Purchaser serve a Transfer not in accordance with the contract at least fourteen (14) days before the completion date under the contract the Purchaser shall pay on completion the sum of \$165.00 inclusive of GST.

49 Rescission pursuant to Section 66U of the Conveyancing ACT 1919

- a) If the Purchaser serves a notice of rescission as provided for in Section 66U of the Conveyancing Act 1919 the deposit holder is authorised and directed to disburse and pay the deposit as follows:
 - i) To the Vendor – the amount forfeited under Section 66V of that Act (0.25% of the purchase price), and
 - ii) To the Purchaser – the balance of the deposit

50 Survey Report/Building Certificate

- a) The Purchaser acknowledges that the Vendor is not in possession of a survey report or building certificate under Section 149D of the environment Planning and Assessment ACT 1979 (Building Certificate) and the Purchaser must not request the Vendor to supply a survey report or building Certificate on or before completion.
- b) 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 or in relation to the property nor to make application for or do anything towards obtaining a Building Certificate.
- c) 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 on 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.

51 Building Certificate

- a) The Vendor does not have a Building Certificate
 - (i) The Purchaser is not entitled to require the Vendor to:
 - a. Apply for or do anything to obtain a Building Certificate; nor
 - b. Comply with local council's requirements for the issue of a Building Certificate
 - (ii) Completion of this contract is not conditional on the Vendor or the Purchaser obtaining a Building Certificate

52 Strata Title/Community Title - Special Levy

- a) If a contribution is not a regular periodic contribution then the Purchaser is liable for the contribution from the date of this contract even if it is not disclosed in this contract and whether or not it was levied before the contract date.

53 Requisitions on Title

- a) Subject to any prescribed items implied by law, the purchaser accepts the vendor's title to the property and waives all requisitions (including standard form requisitions) and objections to title.

54 Goods & Services Tax

- a) "GST" refers to Goods and Services under A New Tax System (Goods and Services Tax) ACT 1999 ("GST Act") and the terms used have the meanings as defined in the GST Act.
- b) Notwithstanding any other provisions of this agreement, if for any reason this sale is not accepted by the Commissioner of Taxation as GST-free, as a non-taxable supply:
- c) The Purchaser agrees to pay the Vendor, within 14 days after the Vendor's liability for GST on this sale is confirmed by correspondence or an assessment form the Commissioner, the amount of the GST, including any additional penalty and interest;
- d) The Vendor shall deliver to the Purchaser, as a precondition to such payment, a tax invoice in a form which complies with the GST Act and the regulations.
- e) The provisions of this Clause shall not merge on completion.

55 Swimming Pool

- a) Where the property contains a swimming pool, then:
 - i) The Vendor does not warrant that the swimming pool on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under that Act;
 - ii) The Purchaser agrees that after completion the purchase will comply with the requirements of the Act and regulations relating to access to the swimming pool, fencing

and the erection of a warning notice and this special condition shall not merge upon completion of this contract;

- iii) The Purchaser may not make any claim or raise any requisition whatsoever in relation to the swimming pool or any non-compliance with the Swimming Pools Act 1992 or other relevant legislation.

56 Director Guarantees

- a) If the Purchaser is corporation which is not listed on the Australian Stock Exchange, the Vendor may give notice to the Purchaser requiring the Purchaser to do the following within five business days of the date of that notice:
 - i) obtain a Guarantee executed by each of the directors, officers, shareholders or members listed in the notice; and
 - ii) deliver the Guarantee, duly executed, to the Vendor's solicitors

57 Particulars of Title

- a) Notwithstanding any provision herein to the contrary the Purchaser shall not be entitled to request particulars of the Vendor's title. The Purchaser agrees that sufficient particulars of the Vendor's title are disclosed in the contract.
- b) The Purchaser shall not be entitled to make any requisition objection or claim for compensation in respect of any of the following:
 - i) Any encroachments by upon the subject property;
 - ii) The position of any building fences structures improvements drains pipes or electrical cables (if any);
 - iii) Any other matter which may be referred to or disclosed in a survey report whether such survey report is annexed hereto or not.

58 Exchange on less than ten percent (10%) Deposit

- a) In the event:
 - i) The Purchaser has requested that the Vendor accept the payment of the deposit by instalments as set out in clause 58c); and
 - ii) The Vendor has agreed to the Purchaser's requested to pay the deposit by instalments.

The following clauses 58b) & 58c) will apply.

- b) The parties acknowledge that:
 - i) The Vendor requires payment of deposit of 10% of the purchase price to be paid as an earnest in performance of the Purchaser's obligation to pay the purchase price on completion:

- c) The Purchaser must pay the deposit to the deposit holder as follows:
 - i) As to the 5% deposit of the price on the contract date; and
 - ii) As to the balancing on the completion date.

59 Purchaser's acknowledgement

- a) The Purchasers acknowledge that they are purchasing the property and shall take this property subject to existing water, sewerage, drainage, gas and electricity, telephone or other installations or services (hereinafter in the condition referred to as 'any service') and shall not make any requisition, objection or claim for compensation in respect or:
 - (i) The nature, location, availability or non-availability of any services, or
 - (ii) If any such service is a joint service with any other property or properties, or
 - (iii) If any service for any other property or properties of the main pipes, wires of connections therefore pass through or over the property and vice versa, or
 - (iv) Whether or not the property is subject to or has the benefit of any rights, easements or agreements in respect of any service or the main, pipes or connections there.

60 Notice to Complete

- a) It is expressly agreed between the parties that if completion does not take place by the completion date, then either party may at any time after the completion date, serve a Notice stipulating a date for completion being not less than fourteen (14) days after the date of service of such Notice. The party on whom such Notice is served, may at his or her own discretion, complete at any time before the date stipulated in the Notice to complete.
- b) This period of fourteen (14) days in relation thereto shall be regarded as a reasonable and essential time for completion under this contract notwithstanding any rule of law or equity to the contrary. A party issuing such a notice shall be at liberty to extend the compliance with the said Notice without prejudice to his continuing right to rely on same or to give any such further Notice.
- c) If the Purchaser fails to complete this contract on or before the completion date otherwise than through the fault of the Vendor then in addition to the payment of interest pursuant to clause 41 hereof the Purchaser shall also pay the Vendor's Solicitors the sum of Four Hundred and Forty Dollars (\$440.00) to cover legal costs and other expenses incurred as a consequence of delay as a genuine pre estimate of those additional expenses to be allowed by the Purchaser to the Vendor as an adjustment on completion.

61 Copies of Parties' Signatures

- a) In this clause 61:
 - (i) Purchaser's Signature Copy means a photograph, photocopy or scanned copy of a signature of the Purchaser (or any person or persons signing as, or on behalf of, the Purchaser), and

- (ii) Vendor's Signature Copy means a photograph, photocopy or scanned copy of a signature of the Vendor (or any person or persons signing as, or on behalf of, the Vendor), and
 - (iii) Signature Copy means a photograph, photocopy or scanned copy of a signature of any party (or any person or persons signing as, or on behalf of, a party), and includes a Purchaser's Signature Copy and a Vendor's Signature Copy.
- b) Clause 61c) and 61e) will apply if this contract has been entered into utilising a Signature Copy.
 - c) If the Purchaser utilised a Signature Copy in entering this contract the original of the Signature Copy must be provided to the Vendor within 14 days of the contract date.
 - d) If the Vendor utilised a Signature Copy in entering this contract the original of the Signature Copy must be provided to the Purchaser before completion.
 - e) Despite:
 - (i) the parties having entered into this contract utilising a Signature Copy; and
 - (ii) the provisions of clause 61c),
 the parties acknowledge and agree that:
 - i. it is their intention to be bound by this contract on the contract date; and
 - ii. The enforceability of this contract is not affected by the use of the Signature Copy.

62 Electronic Signature

- (a) The Vendor discloses that the contract may be signed by electronic means in accordance with section 9 of the *Electronic Transactions Act 2000* (NSW).
- (b) The parties acknowledge and agree that:
 - a. The Vendor has consented to the use of an electronic means to sign the contract;
 - b. It is parties' intention to be bound by this contract on the contract date;
 - c. The enforceability of this contract is not affected by the use of an electronic or digital signature; and
 - d. The Purchaser will not be provided with a hard copy contract counterpart after exchange.
- (c) The Purchaser cannot make a claim or requisition or rescind or terminate in respect of any matter disclosed or referred to in this clause 62.

63 Lease back

The purchaser shall lease back the property to the vendor after the date of settlement at market rent for a maximum period of 3 months. The vendor can terminate the lease any time prior to the 3 month period by giving the purchaser a 2 week written notice.



NSW LRS - Final Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 4002/1184348

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
30/7/2020	1:34 PM	3	11/12/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED.

LAND

LOT 4002 IN DEPOSITED PLAN 1184348
AT EDMUNDSON PARK
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF MINTO COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1184348

FIRST SCHEDULE

JATIN SHANBHAG

(T AI758718)

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 , DP1168492 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 3 , DP1168492 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 4 • DP1184348 EASEMENT FOR OVERHANG 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 . DP1184348 EASEMENT FOR OVERHANG 1 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1184348 EASEMENT FOR DRAINAGE OF WATER 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1184348 EASEMENT FOR DRAINAGE OF WATER 1 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1184348 EASEMENT FOR REPAIRS 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1184348 EASEMENT FOR REPAIRS 1 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1184348 EASEMENT FOR ACCESS , MAINTENANCE AND DRAINAGE 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1184348 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 0.2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1184348 CROSS EASEMENTS FOR PARTY WALLS (S. 88BB

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 30/7/2020

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 4002/1184348

PAGE 2

SECOND SCHEDULE (13 NOTIFICATIONS) (CONTINUED)

CONVEYANCING ACT, 1919) AFFECTING THE PARTY WALL(S)
SHOWN IN THE TITLE DIAGRAM
13 AN924241 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

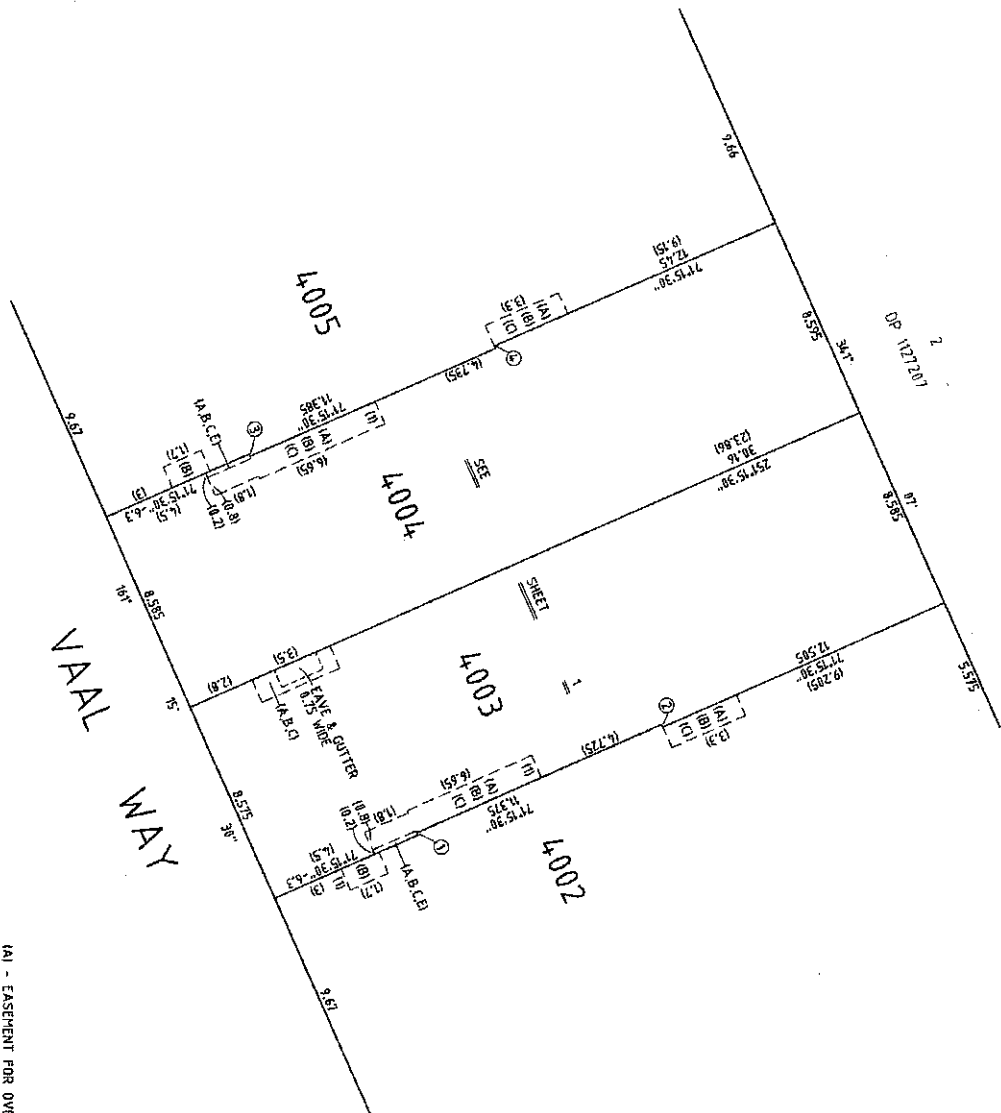
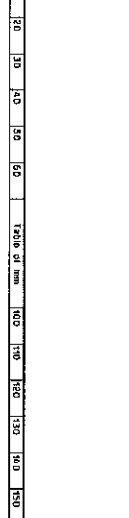
*** END OF SEARCH ***

PRINTED ON 30/7/2020

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.



SCHEDULE OF BOUNDARY LINES			
NO.	BEARING	DISTANCE	
1	161°15'30"	0.715	
2	34°15'30"	0.715	
3	161°15'30"	0.105	
4	34°15'30"	0.115	

- (A) - EASEMENT FOR OVERHANG 1 WIDE
- (B) - EASEMENT FOR DRAINAGE OF WATER 1 WIDE.
- (C) - EASEMENT FOR REPAIRS 1 WIDE
- (E) - EASEMENT TO PERMIT ENCRoACHING STRUCTURE TO REMAIN 0.2 WIDE

Surveyor: ROBERT BERNARD GALLAGHER
 Date of Survey: 21/3/14
 Surveyor's Ref: Z21760/DP14A

PLAN OF:
 SUBDIVISION OF LOTS 410 - 416 DP 1169492

LGA: LIVERPOOL
 Locality: EDMONDSON PARK
 Subdivision No: SC25/2014
 Lengths are in metres. Reduction Ratio 1:500

Registered
 19.5.2014

DP1184348


PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p>Registered:  19.5.2014 Office Use Only</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p style="font-size: 2em; font-weight: bold;">DP1184348</p> <p style="text-align: right;">Office Use Only</p>
<p>PLAN OF SUBDIVISION OF LOTS 410 – 416 DP1168492</p>	<p>LGA: LIVERPOOL</p> <p>Locality: EDMONDSON PARK</p> <p>Parish: MINTO</p> <p>County: CUMBERLAND</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, ROBERT BERNARD GALLAGHER of PROUST & GARDNER CONSULTING PTY LTD a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>* (a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 21/3/14</p> <p>* (b) The part of the land shown in the plan (*being*excluding^Δ.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</p> <p>* (c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature: <i>R. B. Gallagher</i> Dated: 3/4/14</p> <p>Surveyor ID: 1082</p> <p>Datum Line: 'X' 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level Undulating / *Steep Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <i>Carl Rudolph Casey</i> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <i>C. R. Casey</i></p> <p>Accreditation number:</p> <p>Consent Authority: <i>Liverpool City Council</i></p> <p>Date of endorsement: <i>30-4-2014</i></p> <p>Subdivision Certificate number: <i>SG25/2014</i></p> <p>File number: <i>1393/12</i></p> <p>*Strike through if inapplicable.</p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Plans used in the preparation of survey/compilation.</p> <p style="text-align: center;">DP1168492 DP1127207 DP1168485</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p> <p>Surveyor's Reference: 22760DP4A</p>


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  19.5.2014

Office Use Only

Office Use Only

DP1184348

PLAN OF
SUBDIVISION OF LOTS 410 – 416 DP1168492

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

Subdivision Certificate number: SC25/2014
Date of Endorsement: 30-4-2014

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919,
IT IS INTENDED TO CREATE:

1. EASEMENT FOR OVERHANG 1 WIDE (A)
2. EASEMENT FOR DRAINAGE OF WATER 1 WIDE (B)
3. EASEMENT FOR REPAIRS 1 WIDE (C)
4. EASEMENT FOR ACCESS, MAINTENANCE & DRAINAGE 1 WIDE (D)
5. EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 0.2 WIDE (E)

STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE

If space is insufficient use additional annexure sheet


Surveyor's Reference: 22760DP4A

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

Registered:  19.5.2014 Office Use Only

Office Use Only

PLAN OF
SUBDIVISION OF LOTS 410 – 416 DP1168492

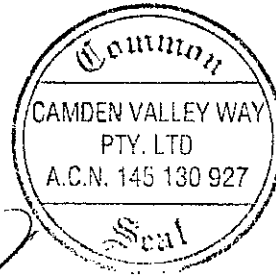
DP1184348

Subdivision Certificate number: SG25/2014
Date of Endorsement: 30-4-2014

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

SIGNATURES

The Common Seal of CAMDEN VALLEY WAY PTY LIMITED ACN 145 130 927 in accordance with Section 127(1) of the Corporations Act 2001 (Cwth) by authority of its Directors:

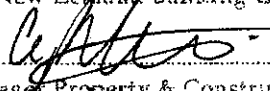
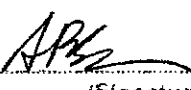


Signature of Director

Signature of Company Secretary

Mehrban Allam
Name of Director in Full

Rhonda Lorraine Kirk
Name of Company Secretary in Full

Dated at Sydney this 5th Day of MARCH 2014
Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522) signed by its Attorney  who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No 564 Book 4388
Signed in the presence of  (Signature)
ADAM DAVISON (Print Name)
Analyst (Title)

If space is insufficient use additional annexure sheet

Surveyor's Reference:22760DP4A

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE INTENDED TO BE CREATED, OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919.

Sheet 1 of 5 Sheets

DP1184348

Subdivision of
 Lots 410 - 416 DP 1168492
 Covered by Council's Certificate
 No. SC25/14 of 30-4-2014

**Full name and address
 of the owner of the Land:**

Camden Valley Way Pty Ltd
 27 Lawson Street
 Penrith NSW 2750

PART 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Easement for Overhang 1 wide (A)	4002 4003 4004 4005	4003 4002, 4004 4005 4004
2	Easement for Drainage of Water 1 wide (B)	4002 4003 4004 4005	4003 4002, 4004 4005 4004
3	Easement for Repairs 1 wide (C)	4002 4003 4004 4005	4003 4002, 4004 4005 4004
4	Easement for access, maintenance and drainage 1 wide (D)	4002 4005 4006 4008 4009	4001 4006 4007 4009 4010
5	Easement to permit encroaching structure to remain 0.2 wide (E)	4003 4004	4002 4005

DP1184348

Subdivision of
Lots 410 - 416 DP 1168492
Covered by Council's Certificate
No. SC25/14 of 30-4-2014

PART 2 (Terms)

Terms of Easement for Overhang 1 Wide (A) firstly referred to in the abovementioned plan:

An Easement for Overhang as set out in Part 10 of Schedule 8 of the Conveyancing Act 1919 and The Property Legislation Amendment (Easements) Act 1995 is created but varied to replace paragraph 1(a) of Part 10 of Schedule 8 as follows:

- (a) May insist that the eaves, gutters and/or downpipes and/or roof structure ('overhanging structure') constructed or to be constructed on the lot by the owner of the lot benefited, that overhang the lot burdened within the site of the easement may remain, but only to the extent that they are within the site of the easement and the owner of the lot benefited shall not erect any Structure in or over the Easement for Overhang other than the eaves, gutters and/or downpipes and/or roof structure or other structure approved by the Liverpool City Council.

The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of the Liverpool City Council to determine any dispute in relation to the works required to be undertaken within the site of this easement or regarding access under this easement.

Terms of Easement for Drainage of Water 1 wide (B) secondly referred to in the abovementioned plan:

An Easement for Drainage of Water as set out in Part 8 of Schedule of the Conveyancing Act 1919 as amended.

EXCEPT:

Clause 1 is amended as follows:

The owner of the lot benefited may:

- a) Drain water from any natural source over the lot burdened but only within the site of this easement, and
- b) Do anything reasonable necessary for that purpose, including:
 - Entering the lot burdened (excluding any dwelling erected on the lot burdened), and
 - Taking anything onto the lot burdened, and
 - Using any existing gutter or downpipes, and
 - Carrying out work such as constructing, placing, repairing or maintaining pipes, gutters and equipment

DP1184348

Subdivision of
Lots 410 - 416 DP 1168492
Covered by Council's Certificate
No. SC25/14 of 30-4-2014

PART 2 (Cont'd)

Terms of Easement for Repairs 1 wide (C) thirdly referred to in the abovementioned plan:

1. An Easement for Repairs as set out in Part 5 of Schedule 8 of the Conveyancing Act 1919 and the Property Legislation Amendment (Easement) Act 1995.
2. The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of the Liverpool City Council to determine any dispute in relation to the works required to be undertaken within the site of this easement or regarding access under this easement.

Terms of Easement for Access, Maintenance & Drainage 1 wide (D) fourthly referred to in the abovementioned plan:

1. The proprietor of the lot benefited and persons authorised by him may:
 - 1.1 enter upon the burdened lot but only within the site of this easement
 - 1.2 do anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement
 - 1.3 remain on the site of this easement for any reasonable time for the said purposes

In exercising those powers the proprietor of the lot benefited must:

- 1.4 cause as little inconvenience to the proprietor or occupier of the burdened lot, and
- 1.5 cause as little damage as possible to the burdened lot, and
- 1.6 restore as nearly as is practicable the burdened lot to its former condition, and

The proprietor of the burdened lot shall not erect any building or other structure of any kind on or over the site of the easement.

The proprietor of the lot benefited and persons authorised by him may drain water (seepage water) across and through the land here indicated as the servient tenement.

Sheet 4 of 5 Sheets

DP1184348

Subdivision of
Lots 410 - 416 DP 1168492
Covered by Council's Certificate
No. SC25/14 of 30-4-2014

Name of person/s and authority whose consent is required to release, vary or modify the terms of the Easements firstly to fifthly referred to in the abovementioned plan:

The registered proprietors of the benefited lots and Liverpool City Council

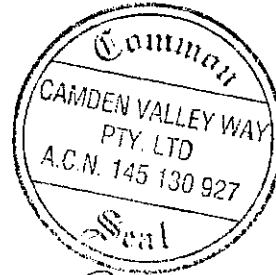


DP1184348

Subdivision of
Lots 410 - 416 DP 1168492
Covered by Council's Certificate
No. SC25/14 of 30-4-2014

SIGNATURES AND SEALS

The Common Seal of CAMDEN VALLEY
WAY PTY LIMITED ACN 145 130 927 in
accordance with Section 127(1) of the
Corporations Act 2001 (Cwth) by authority
of its Directors:



Signature of Director

Signature of Company Secretary

Mehrban Allam

Name of Director in Full

Rhonda Lorraine Kirk

Name of Company Secretary in Full

Executed at Sydney this 5th Day of MARCH 2014
Executed by Australia and New Zealand Banking Group
Limited (ACN 005 337 522)
Signed by its Attorney [Signature]
who certifies that he is Manager Property & Construction
Finance pursuant to Power of Attorney Registered
No. 364 Book 4388

Signed in the presence of [Signature]
(Signature)
ADAM DAVISON
(Print Name)
Analyst
(Title)

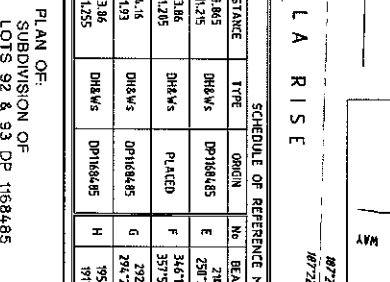
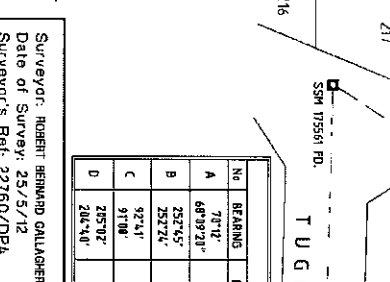
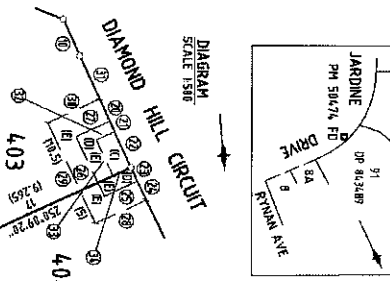
Authorised Person, Liverpool City Council



MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
P.H.16658	301729.501	6241183.999	B	2	---	STMS
P.H.31482	300270.614	6241270.144	B	2	---	STMS
P.H.54614	301000.971	6242908.448	B	2	---	STMS
S.S.M.17553	300077.000	6240771.439	C	N/A	---	COASTAL
S.S.M.17555	300082.300	6240454.456	C	N/A	---	COASTAL
S.S.M.17551	300122.920	6240468.923	C	N/A	---	COASTAL
S.S.M.17552	300122.920	6240468.923	C	N/A	---	COASTAL
S.S.M.17558	300656.8	6240612.6	C	N/A	---	COASTAL
S.S.M.17598	300721.0	6240423.0	C	N/A	---	COASTAL

FROM	TO	BEARING	DISTANCE
SSM17553	SSM17551	158°33'30"	59.335
SSM17553	SSM17552	241°56'30"	115.72
SSM17553	SSM17555	129°59'45"	62.845
SSM17553	SSM17551	62°44'50"	62.845
SSM17553	SSM17552	43°14'50"	62.845
SSM17553	SSM17555	39°42'27"	54.633

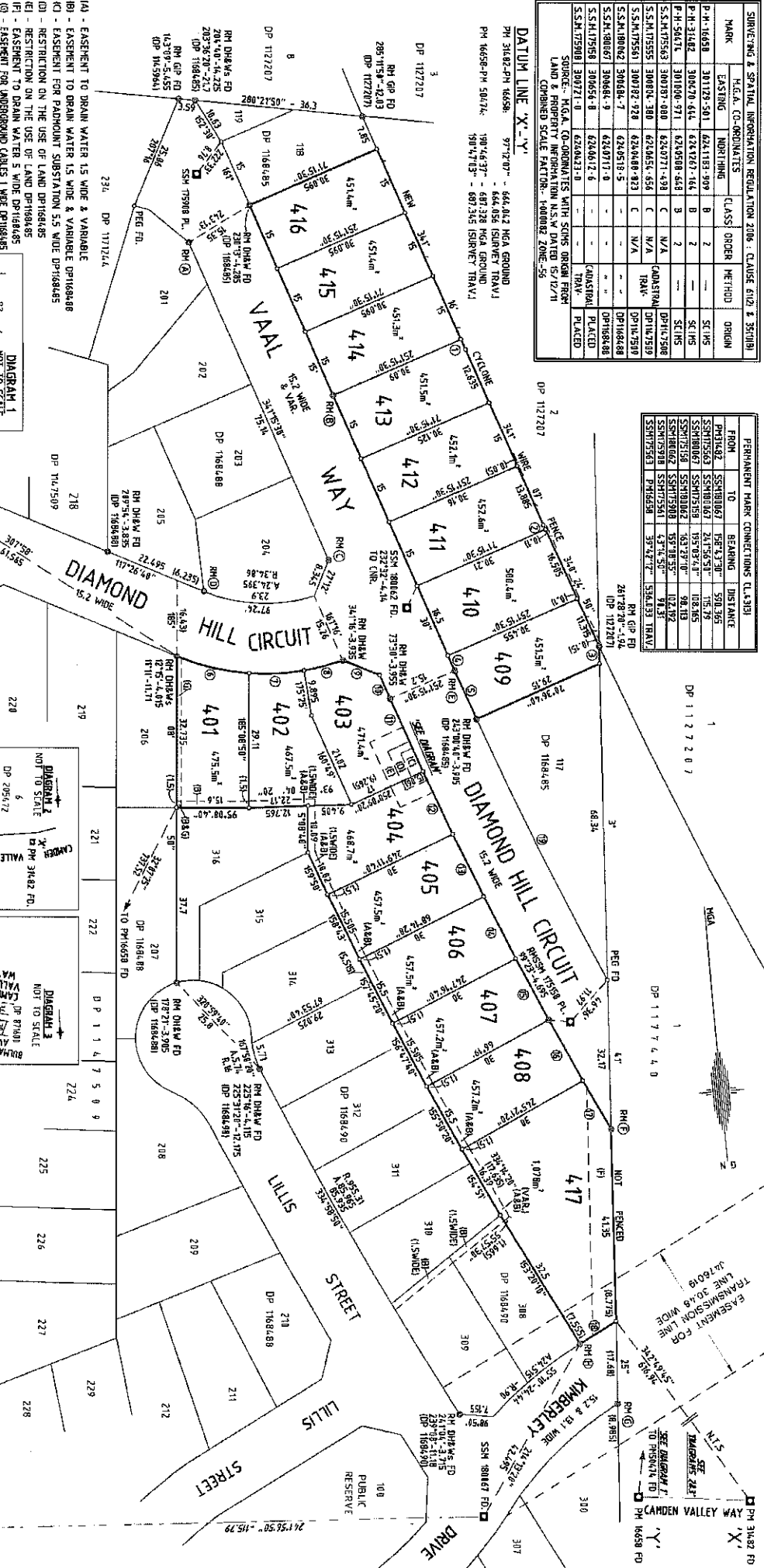
No	BEARING	DISTANCE	ARC	RADIUS
1	167°16'	2.355	---	---
2	160°24'58"	1.115	---	---
3	183°41'25"	3.665	---	---
4	143°15'38"	3.32	---	---
5	160°17'28"	6.015	16.805	50.06
6	92°16'42"	11.84	11.84	50.06
7	167°26'40"	8.695	6.695	50.06
8	167°55'	6.59	---	---
9	167°55'	5.595	---	---
10	167°55'	5.595	---	---
11	160°42'20"	11.23	17.23	88.01
12	183°41'42"	15	---	---
13	158°53'	15	---	---
14	157°47'20"	15	---	---
15	155°47'42"	15	---	---
16	155°50'22"	12.095	12.095	89.531
17	154°58'20"	12.095	12.095	89.531
18	242°25'	6.275	---	---
19	186°27'40"	6.275	---	---



No	BEARING	DISTANCE	TYPE	ORIGIN
A	68°39'21"	3.845	DH&WS	DP1168485
B	252°45'	3.86	DH&WS	PLACED
C	92°14'	4.16	DH&WS	DP1168485
D	206°02'	3.86	DH&WS	DP1168485

No.	BEARING	DISTANCE	ARC	RADIUS
20	340°43'	13.993	13.993	89.531
21	340°33'	13.993	13.993	89.531
22	340°20'	15.51	15.51	89.531
23	340°05'	12.993	12.993	89.531
24	339°56'	12.993	12.993	89.531
25	339°42'	15.661	---	---
26	339°28'	15.661	---	---
27	339°14'	15.661	---	---

No.	BEARING	DISTANCE	ARC	RADIUS
28	339°00'	17.751	---	---
29	338°46'	17.751	---	---
30	338°32'	17.751	---	---
31	338°18'	17.751	---	---
32	338°04'	17.751	---	---
33	337°50'	17.751	---	---
34	337°36'	17.751	---	---



Surveyor: ROBERT BERNARD CALLAGHER
Date of Survey: 25/5/12
Surveyor's Ref: 22760/DP1

PLAN OF:
SUBDIVISION OF
LOTS 92 & 93 DP 1168485

LGA: LIVERPOOL
Locality: EDMONDSON PARK
Subdivision No. 14

Registered
17.5.2013

DP1168492

DEPOSITED PLAN ADMINISTRATION SHEET


Sheet 1 of 2 sheets

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:-

- 1.) EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE (A)
- 2.) RESTRICTION ON THE USE OF LAND
- 3.) RESTRICTION ON THE USE OF LAND

DP1168492

Registered:  17.5.2013
 Title System: TORRENS
 Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOTS 92 & 93 DP1168485


LGA: LIVERPOOL
 Locality: EDMONDSON PARK
 Parish: MINTO
 County: CUMBERLAND

Surveying and Spatial Information Regulation, 2006

I, Robert Bernard Gallagher of Proust & Gardner Consulting Pty Limited 406 Pacific Highway, Lindfield, NSW, 2070 a surveyor registered under the *Surveying and Spatial Information Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying and Spatial Information Regulation, 2006* and was completed on: 25/5/12

The survey relates to LOTS 401 - 417

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature  Dated 13/3/13
 Surveyor registered under the *Surveying and Spatial Information Act, 2002*

Datum Line: 'X'-'Y'
 Type: Urban

Plans used in the preparation of survey/compilation

DP1127207	DP1168485	DP1168488
DP1147508	DP1147509	DP1145964
DP1168490	DP1177440	

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 22760/DP4

Use PLAN FORM 6A

for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval


I.....in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....
 Date:.....
 File Number:.....
 Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed.....Subdivision..... set out herein
 (insert 'subdivision' or 'new road')


 * Authorised Person/General Manager/Accredited Certifier

Consent Authority: Liverpool City Council
 Date of Endorsement: 26-3-2013
 Accreditation no:
 Subdivision Certificate no: 14
 File no: 624/11
143

* Delete whichever is inapplicable.

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF
LOTS 92 & 93 DP1168485

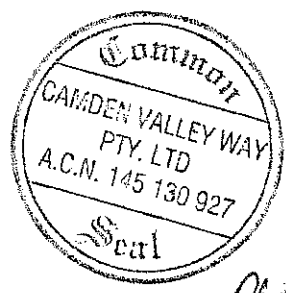
DP1168492

Registered:  17.5.2013

Subdivision Certificate No: 14


Date of Endorsement: 26-3-2013

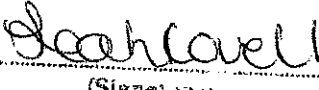
THE COMMON SEAL OF CAMDEN VALLEY
WAY PTY LTD was hereto affixed by
authority of the Board of Directors in the
presence of:



BE DIRECTOR
Mehrban Alam

SECRETARY
Rhonda Lorraine Kirk

Dated at Sydney this 23rd Day of April 2013
 Executed by Australia and New Zealand Banking Group
 Limited (ACN 005 357 522)
 signed by its Attorney 
 who certifies that he is Manager Property & Construction
 Finance pursuant to Power of Attorney Registered
 No. 564 Book 4388

Signed in the presence of 
 (Signature)
 Leah Covell
 (Print Name)
 Analyst.

SURVEYOR'S REFERENCE: 22760/DP4

* OFFICE USE ONLY

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE INTENDED TO BE CREATED, OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919.

Sheet 1 of 3 Sheets

Plan:

DP1168492

Subdivision of
 Lots 92 & 93 DP 1168485
 Covered by Council's Certificate
 No. *14 of 26-3-2013*

Full name and address
 of the owner of the Land:

Camden Valley Way Pty Ltd
 27 Lawson Street
 Penrith NSW 2750

PART 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Easement to drain water 1.5 wide & Variable (A)	402 404 405 406 407 408 417	401 401, 402 401, 402, 404 401, 402, 404, 405 401, 402, 404, 405, 406 401, 402, 404, 405, 406, 407 401, 402, 404 - 408 Incl.
2	Restriction on the use of land	Each Lot	Liverpool City Council
3	Restriction on the use of land	409 - 416 incl.	Liverpool City Council

Plan:

DP1168492

Subdivision of
Lots 92 & 93 DP 1168485
Covered by Council's Certificate
No. 14 of 26-3-2013

PART 2 (Terms)

Terms of Restriction on the Use of Land secondly referred to in the abovementioned plan:

No residential development is to be allowed on the burdened lot without an accompanying acoustic report.

Terms of Restriction on the Use of Land thirdly referred to in the abovementioned plan:

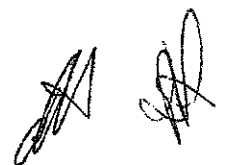
The acoustic fence along the southwestern boundary of the burdened lots adjacent to the rail corridor shall not be removed, damaged or permitted to fall into disrepair.

Name of person/s and authority whose consent is required to release, vary or modify the terms of the Easement to Drain Water firstly referred to in the abovementioned plan:

The registered proprietors of the benefited lots and Liverpool City Council.

Name of authority empowered to release, vary or modify the terms of the Restrictions on the Use of Land secondly and thirdly referred to in the abovementioned plan:

Liverpool City Council.

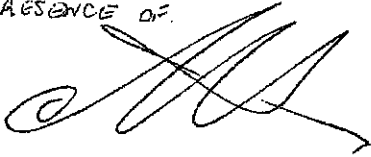


Plan:
DP1168492

Subdivision of
Lots 92 & 93 DP 1168485
Covered by Council's Certificate
No. 14 of 26-3-2013

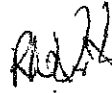
SIGNATURES AND SEALS

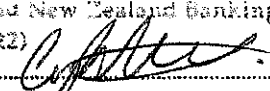
THE COMMON SEAL of CAMDEN VALLEY
WAY PTY LTD WAS HERETO AFFIXED BY
AUTHORITY OF THE BOARD OF DIRECTORS IN THE
PRESENCE OF.





DIRECTOR
Mehrban Allam



SECRETARY 
Rhonda Lorraine Kirk

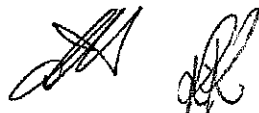
Created at Sydney this 03 day of April 2013
Executed by Australia and New Zealand Banking Group
Limited (ACN 605 357 922)
signed by its Attorney 
who certifies that he is Manager Property & Construction
Finance pursuant to Power of Attorney Registered
No. 564 Book 4388

Signed in the presence of 
(Signature)


(Print Name)

Analyst.

REGISTERED 17.5.2013




Authorised Person, Liverpool City Council

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

Ref.: 13995:94739
Ppty: 180510

Cert. No.: 664

Applicant:
ALLAN WONG & CO
SUITE 505, KIEN HAY CENTRE
431-439 SUSSEX ST
SYDNEY NSW 2000

Receipt No.: 4633220
Receipt Amt.: 53.00
Date: 30-Jul-2020

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

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

Legal Description: LOT 4002 DP 1184348

Street Address: 1 VAAL WAY, EDMONDSON PARK NSW 2174

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 (Sydney Region Growth Centres) 2006
SEPP No 19 – Bushland in Urban Areas
SEPP No 21 – Caravan Parks
SEPP No 30 – Intensive Agriculture
SEPP Koala Habitat Protection
SEPP (Exempt and Complying Development Codes) 2008
SEPP No 64 – Advertising and Signage
SEPP (Affordable Rental Housing) 2009
SEPP (Housing for Seniors or People with a Disability) 2004

Deemed SEPPs*:

Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment

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

Draft LEPs:

Draft Liverpool Local Environmental Plan 2008 (Amendment 82)

Draft SEPPs*:

Draft SEPP (Competition) 2010



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

Liverpool DCP 2008

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

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

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

R1 General Residential - Liverpool LEP 2008

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

Home-based child care; Home occupations

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

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

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

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

Additional Use - Use of certain land at Edmondson Park in Zones R1, R3 and B2

(1) This clause applies to land in Zones R1 General Residential, R3 Medium Density Residential and B2 Local Centre at Edmondson Park.

(2) In Zone R1 General Residential, development for the purpose of residential accommodation



(other than dual occupancy) is permitted with consent.

(3) In Zone R3 Medium Density Residential, development for the purpose of food and drink premises is permitted with consent.

(4) In Zone B2 Local Centre, development for the purpose of residential flat buildings is permitted with consent.

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

No

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

No

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

No

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

No

3. Complying development

The information below outlines whether complying development is permitted on the land as per the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 SEPP of the (Exempt and Complying Development Codes) 2008 only. The table does not specify whether any code applies to the land; applicants should read the full extent of the code with their building certifier, solicitor, or other professional to determine whether any code applies to the land.

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

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
------	--	--



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

Note: 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



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

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

7A. Flood related development controls information

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

No

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

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

No

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



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

8. Land reserved for acquisition

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

No

9. Contribution Plans

Liverpool Contributions Plan 2008 - Edmondson Park

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)?

Yes, part/all of the land is bio-diversity certified land

10. Biobanking agreements*

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

No

10A. Native vegetation clearing set asides

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

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

11. Bushfire prone land

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

No

12. Property vegetation plans*

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

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



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

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

No, Council has not been notified of an order

14. Directions under Part 3A*

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

No

15. Site compatibility certificates and conditions for seniors housing*

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

No, Council has not been notified of an order.

16. Site compatibility certificates for infrastructure*

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

No, Council has not been notified of an order

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

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

No, Council has not been notified of an order.

18. Paper subdivision information*

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

No

19. Site verification certificates*

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



No, Council is not aware of a site verification certificate

20. Loose-fill asbestos insulation *

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

No

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

21. Affected building notices and building product rectification orders*

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

No

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

No

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

No

22. Contaminated land

Is the land:

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

No

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

No

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

No

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



No

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

No

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



Eddie Jackson

Acting Chief Executive Officer
Liverpool City Council

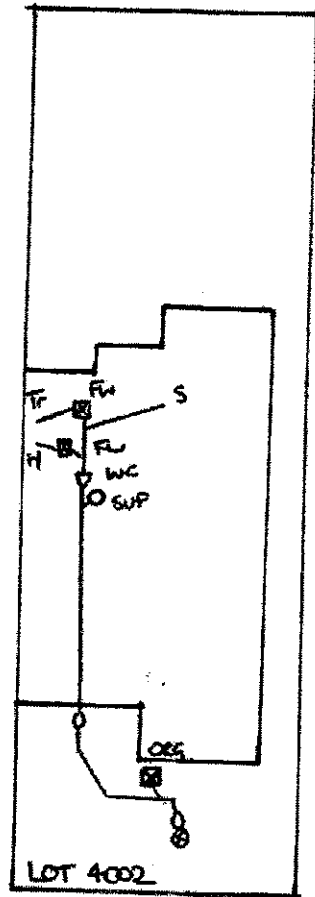
For further information, please contact
CALL CENTRE – 1300 36 2170

SEWER SERVICE DIAGRAM

Lot No 2 DP No _____ House No _____ Street VAAL WAY
 SUBURB OF EDMONDSON PARK LGA LIVERPOOL
 Licence No L11192 SCALE F 200 SSD 702837
 Signature [Signature] Now/CoC No 8466805 Date 22-10-13

	Boundary Trap	AAV	Air Admittance Valve	BS	Sink (bar)		Chamber
	Inspection Shaft	H	Basin	(L)	Trough Laundry		Fit
	Inspection Opening	Wth.	Bath Waste	WC	Water Closet		Grease Interceptor
	Gully	Bld	Bidet	○ Ver	Vertical Pipe		Pump Unit
	PW	CO	Clean Out	○ WS	Waste Stack		Onsite Treatment System
	Vertical Junction	FW	Floor waste Gully	○ SVP	Sewer Vent Pipe		Reflex Valve
	Sloped Junction	Sh	Shower	○ V	Vent Pipe		Capped Point
	On back Junction	S	Sink (Kitchen)	IPMF	Induct Pipe Mice Flap		Sealed
							Provisional (future) drain point

NOTE Further acceptable abbreviations may be used as identified in AS/NZS 3500.2:2003 Sanitary Plumbing and Drainage Table 6.1 and OJT Sewer Service Diagram Requirements. © State of New South Wales through NSW Fair Trading May 2011



VAAL WAY

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.

