

**1/56 Davina Crescent
Cecil Hills NSW 2171**

Draft Contract

McGrath

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	eCOS ID: 62268985	NSW Duty:
vendor's agent	McGRATH ESTATE AGENTS 265B Macquarie Street, Liverpool 2170		Phone: 9824 1100 Fax: 9824 1120 Ref: Frank Bartolone
co-agent			
vendor	AZIZOLLAH ISHOO, MAHIN ISHOO		
vendor's solicitor	Hills Conveyancing 24 Old Northern Rd Baulkham Hills NSW 2153		Phone: 9688 7777 Fax: 9688 7111 Ref: Ishoo
date for completion	28 days after the contract date	(clause 15)	Email: joanne@hillsconveyancing.com.au
land	1/56 DAVINA CRESCENT CECIL HILLS NSW 2171 (Address, plan details and title reference)		
	LOT 1 IN STRATA PLAN 50831 1/SP50831		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input 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 checked="" type="checkbox"/> other: Duplex		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Ishoo

62268985

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

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

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

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

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

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

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

RW payment (residential withholding payment) – further details

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

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

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

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

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

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

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

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

List of Documents

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

1/56 DAVINA CRESCENT, CECILELLI NSW 2177

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an undorsed <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> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *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 s110 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 41 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 23.6.1;
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

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

• **Notices, certificates and inspections**

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to serve the form of transfer until after the vendor has served a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- ## 26 Crown purchase money
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- ## 27 Consent to transfer
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

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

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

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

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

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

1/56 DAVINA CRESCENT CECIL HILLS NSW 2177

SECTION 66W CERTIFICATE

VENDORS: ("the Vendors")
PURCHASERS: ("the Purchasers")
PROPERTY: ("the Property")

I,

Solicitor/Barrister/Licensed Conveyancer certify as follows:

- a) I am a Solicitor/Barrister/Licensed Conveyancer currently admitted to practice in New South Wales.
- b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a contract for the sale of the Property from the Vendor to the Purchaser in order that there is no cooling off period in relation to that contract.
- c) I do not act for the Vendor and am not employed in the legal practice of a Solicitor/Barrister/Licensed Conveyancer acting for the Vendor now am I a member or employee of a firm of which a Solicitor/Barrister/Licensed Conveyancer acting for the Vendor is a member or employee.
- d) I have explained to the Purchaser
 - (i) the effect of the contract for the purchase of the Property
 - (ii) the nature of this certificate
 - (iii) the effect of giving this certificate to the Vendor i.e. that there is no cooling off period in relation to the contract

Date:

.....
Signature

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 to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

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.

ADDITIONAL CONDITIONS IN CONTRACT FOR SALE OF LAND

The terms of the printed Contract to which these additional conditions are annexed shall be read subject to the following. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect.

1. Completion of this matter shall take place on or before 4.00pm within the time provided for in clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter making the time for completion essential. Such Notice shall give not less than 14 days notice after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another on at anytime. The party that issues the Notice to Complete shall be entitled to recover the fee of \$110.00 (GST inclusive) from the other party to cover the cost for issuing such Notice.
2. The service of any Notice or Document under or relating to this Contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that party's solicitor if the Notice or Document is sent by

facsimile transmission to the facsimile number noted on the Contract or on their letterhead and in any such case shall be deemed to be duly given of made, except where:

- a) The time of dispatch is not before 5.00pm (Sydney time) on a day which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place: or
 - b) The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not to have been given or made.
3. If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as nine percent (9%) interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.
 4. Settlement of this matter shall take place wherever the Vendor's Mortgagee direct. If the property is not mortgaged, or the discharge of mortgage is already held by Hills Conveyancing, than settlement shall be affected at the office of Hills Conveyancing. However, should the Purchaser not be in a position to settle at the office of Hills Conveyancing, then settlement may be effected in the Sydney CBD at a place nominated by the Purchaser, so long as the Vendor's Licensed Conveyancers' Sydney Settlement Agents fee is paid by the Purchaser.
 5. The Purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract of binding on the parties hereto with respect to any of the matter to which this Contract relates.
 6. The Purchaser warrants that he has not been introduced to the property other than by the Vendor's agents specified in this contract. The purchaser will indemnify the vendor against any claim or demand for commission or remuneration by any person other than the vendor's agent arising from the sale of the property and pursuant to a breach of the purchaser's warranty provided by this special condition. This special condition will not merge upon completion.
 7. A sufficient statement of the Vendor's title shall be deemed included in the description of the property herein before appearing and such statement shall have been deemed to have been given to the Purchaser at the date hereof.

8. Notwithstanding anything else herein contained, the deposit or any part of the deposit as the Vendor may require shall be released to the Vendor or as the Vendor may direct for the sole purpose of:
 - a) For the payment of a deposit and/or stamp duty on any piece of real estate that the Vendors negotiate to purchase between the date hereof and the date of settlement hereof;
 - b) For the payment of land tax;
 - c) For the payment of a rental bond; or
 - d) For the payment of a licence fee, deed of loan, entry contribution or lease payment on an over 55's or retirement unit.
9. If a Survey of the property is annexed to this Contract, the Purchaser acknowledges having inspected the Survey and agreed that no objection requisition or claim for compensation shall be made on any matter referred to in the Survey.
10. In the event that a swimming pool is situated on the subject property, the Vendor does not warrant that such swimming pool is complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed therein, and the Purchaser agrees that upon completion, he shall comply with the requirements of the Act and such regulations relating to access to the swimming pool and the erection of a Warning Notice. It is further agreed that this clause shall not merge on completion.
11. The form of contract annexed is amended as follows:-
 - a) In Definitions any reference to a building society, credit union or other FCA institution as a settlement cheque is deleted;
 - b) Delete Clause 14.4.2;
 - c) In Clause 16.5 delete the words "plus another 20% of that fee";
 - d) Clause 16.6 is amended by adding after the last word "providing that the uncleared Certificate is received 10 days prior to the date for settlement, otherwise the Purchaser must accept an undertaking on settlement that the Land Tax Certificate will be cleared within 14 days after settlement";
 - e) Delete Clause 16.12; and
 - f) Clause 16.8 of the Contract is hereby amended to now read "7" settlement cheques in lieu of "5" settlement cheques
 - g) Printed Clause 18 is amended by adding the following:
Clause 18.8 "The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".
 - (h) Delete Clause 25;
 - (i) Clause 31.4 of the Contract is hereby amended to now read "2" days in lieu of "7" days.

12. If the Vendor or Purchaser or if more than one of them shall die, become mentally ill or go into bankruptcy, then either party may rescind the Contract and Clause 19 of the Contract shall apply.
13. The Purchaser hereby agrees that they will allow the amount of \$77.00 (GST inclusive) on settlement, if the Transfer is not served to the Vendors Licensed Conveyancer 14 days prior to the agreed settlement date to cover the cost of the Vendors Licensed Conveyancer preparing their own Transfer.
14. In the event settlement does not take place at the scheduled time, or does not take place at a re-arranged time on that same day, due to default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$110.00 (GST inclusive) on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay, and the Purchaser shall have reciprocal rights.
15. The Parties agree that:
 - a) The Purchaser has, at exchange, provided the Vendor with a Deposit Power Guarantee ("Guarantee") in the amount of _____ which is dated _____ : and
 - b) The Guarantee will be dealt with as if it were a cash deposit under the Contract, and the Vendor is entitled to immediately draw upon the Guarantee in any circumstances where the Vendor is entitled to the Deposit: and
 - c) At settlement the Purchaser must pay to the Vendor in addition to all other moneys payable under this Contract, the full purchase price (less any deposit held by the agent) and the Vendor will return the original Guarantee to the Purchaser:
16. Should the Vendor agree to allow the Purchaser to move in under licence an agreed fee of \$ _____ per week or part thereof is to be adjusted on settlement and paid to the Vendor on completion with the balance of the purchase price; and
 - a) That if settlement is not affected on the due date, by no fault of the Vendor, then the fee will increase from the due date for completion to \$ _____ per week or part thereof up until and including the date that settlement takes place; and
 - b) That if the property is a house, then the Purchaser will have a current House Insurance policy in place, and the Purchaser will provide a copy of the policy to the Vendor's Licensed Conveyancer prior to obtaining the keys to the property; and
 - c) That the Purchaser accepts the property in its present state and condition in accordance with clause 18 of the Contract for Sale; and
 - d) That the Purchaser accepts all responsibility for the property and its improvements and inclusions from the date that they move into the property and will not delay completion, make any requisitions, objections or claim for compensation from the Vendor in relation thereto.

17.
 - a) The vendor does not have a Building Certificate.
 - b) Completion of this Contract is not conditional on the vendor or the purchaser obtaining a Building Certificate.
 - c) If the purchaser applies for a Building Certificate from the local Council and a Notice issues requiring work to be done to the property or informs the purchaser of work to be done before it will issue the Certificate, the purchaser shall not be entitled to make any objection, requisition or claim for compensation under any provision of this Contract and the vendor shall be under no obligation to carry out any works or comply with any notice aforesaid and the purchaser will complete this Contract notwithstanding the same.
18. In the event that it is agreed that there shall be an extension of the cooling off period under this contract it is hereby agreed that the solicitor or Licensed Conveyancer for the Vendors shall be entitled to grant the extension in writing on behalf of the vendor pursuant to Section 66S (4) of the Conveyancing Act.
19. The parties agree that the only form of general requisitions on title that the Purchaser shall be entitled to raise pursuant to Clause 5 of this Contract shall be in the form of Requisitions on Title annexed
20. Despite any other provision to the contrary in this contract, all settlement cheques shall be bank cheques unless otherwise agreed too by the vendor/or their legal representative.
21. In the event that:
 - i) The purchaser defaults in the observance of any obligation hereunder which is or the performance of which has become essential; and
 - ii) The purchaser has paid a deposit of less than ten (10%) of the purchase price; and
 - iii) The vendor terminates this Contract or the Purchaser does not rescind this Contract in accordance with the "cooling off" provisions created by Section 66S of the Conveyancing Act;

"then the vendor shall be entitled to recover from the Purchaser, an amount equal to ten per centum (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or equity to the contrary. This special condition shall not merge upon completion of this contract.
22. The purchaser acknowledges that no representations, inducements or warranties have been made by the vendor or its agents or representatives relating to the present state or condition or relating to any proposed work or improvements to the property or any part thereof and the purchaser purchases the property in its existing condition and state of repair

23. The Vendor(s) and the Purchaser(s) agree that for the purposes of Clause 2.3, the deposit must be paid to the deposit holder as follows:

- (i) \$ _____ on the date of this Contract.
- (ii) \$ _____ on or before the expiration of the Cooling off Period provided for in this Contract.

The Vendor(s) and the Purchaser(s) agree that the Cooling off Period shall be extended until 5.00pm on the _____ () business day after the date of this Contract.

The Vendor(s) and the Purchaser(s) hereby agree to exchange by way of:

- (i) Ten (10%) Percent Deposit Guarantee Bond
- (ii) Five (5%) Percent Deposit
- (iii) Ten (10%) Percent Deposit

24.1 If the completion of the cooling off period falls between 23 December 2019 and 13 January 2020 then both parties hereby agree the cooling off period will be extended to expire at 5.00pm on 13 January 2020.

24.2 If the completion of the Contract for Sale ("the settlement date") falls between 23 December 2019 and 15 January 2020, both parties hereby agree the settlement date will be 15 January 2020.

24.3 Notwithstanding any other term or condition in this contract if either party serves another party with a Notice to Complete between 23 December 2019 and 15 January 2020 then both parties hereby agree that the notice is deemed to require completion by 15 January 2020.

Vendor (s) _____ Purchaser (s) _____

Dated _____ Dated _____

CONDITIONS OF SALE BY AUCTION

These conditions replace 'Auction – Conditions of Sale' on page 3 of the printed contract.

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of the written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

2. The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

25. The Vendor(s) discloses and the Purchaser(s) acknowledges that the pergola has been enclosed without council approval, and will make no objections, requisitions or claims for compensation in relation to same.

REQUISITIONS ON TITLE

From:Purchaser's Solicitor.....
 To:Vendor's Solicitor.....
 Re: To:
 Property: Date:

REQUISITIONS	REPLIES
<p>1. (a) In these requisitions "common property" and "lot" have the meanings as defined in S.5(1) of the Strata Titles (Freehold Development) Act, 1973, "parcel" means land together with improvements and fixtures, "land" means the parcel without improvements and fixtures, "improvements" means improvements and fixtures.</p> <p>(b) In requisitions 26 - 38 the references are to provisions of the Strata Schemes Management Act 1996, unless otherwise stated.</p>	
<p>2. When the transaction between our clients is a mortgage, these requisitions should apply by substituting "Mortgagor" for "Vendor" and "Mortgagee" for "Purchaser" wherever appearing in the requisitions.</p>	
<p>3. The replies will be regarded as remaining correct and applicable up to the date of the completion of the transaction between our respective clients. If you become aware before completion that any of these replies is inaccurate, will you undertake to inform us of that fact before completion and to furnish in writing the reply considered by you to be appropriate.</p>	
<p>4. (a) Is the Vendor (or if there is more than one Vendor, any of them) under any incapacity when entering into this transaction or subsequently which would affect completion of this transaction?</p> <p>(b) In particular:</p> <p>(i) Is the Vendor under the age of 18 years;</p> <p>(ii) Has any order or declaration been made relating to the Vendor under the Protected Estates Act 1983 or under the Inebriates Act, 1912;</p> <p>(iii) Has the Vendor committed an act of bankruptcy under the Bankruptcy Act, 1966 or has the Vendor been served with a bankruptcy notice, or a bankruptcy petition, or has a sequestration order been made against his estate, or has he entered into an arrangement under Part X of the Bankruptcy Act;</p> <p>(iv) If the Vendor is a company or a corporation, has any resolution, application or order been made for winding up or for the appointment of a receiver or of an administrator?</p> <p>(v) If the answer to any one of (i) to (iv) is otherwise than "No", full particulars should be furnished.</p>	
<p>5. Is the Vendor aware of any contemplated or current legal proceedings which might or will affect the parcel, or common property or the lot being sold?</p>	
<p>6. Is the Vendor aware of any unsatisfied judgments orders or writs of execution which affect the parcel, the common property, or the lot being sold, or bind the Vendor?</p>	
<p>7. Has an order been made or has the Vendor received notice of an application for an order under the Family Provision Act, 1982?</p>	
<p>8. Are any improvements or chattels included in the transaction and passing to the Purchaser on completion subject to any credit contract, hire purchase agreement, bill of sale, charge or encumbrance or are any of them not fully owned by the Vendor?</p>	
<p>9. The Vendor should establish that the whole of the subject matter of the sale will be conveyed to the Purchaser on completion and that there are no encroachments by or upon the parcel.</p>	
<p>10. Is the Vendor aware of any latent defects in title to any part of the land or the parcel, including pipes or structures beneath the surface of the land?</p>	
<p>11. (a) Has each restrictive covenant, which has been disclosed to the Purchaser, been complied with?</p> <p>(b) Is the Vendor aware of any restrictive covenants, which affect or benefit the land and have not been disclosed to the Purchaser?</p>	
<p>12. (a) Is the Vendor aware of any alterations or additions to the building or improvements erected on the parcel or to any lot made after the date of the certificate issued either under S.317A of the Local Government Act, 1919 or under S.37(1) of the Strata Titles (Freehold Development) Act, 1973?</p> <p>(b) If the answer to (a) is "Yes", please furnish full particulars of the alterations or additions and details of the approval for them having been carried out.</p> <p>(c) Is the Vendor aware of any notice or order under Section 317B(1) or (1A) of the Local Government Act, 1919 or of any notice, order, or intended or threatened action under Chapter 7 Part 2 of the Local Government Act 1993?</p> <p>(d) If the answer to (c) is "Yes", furnish full particulars.</p>	
<p>13. (a) Is there any currently applicable development approval or consent to the use of the parcel?</p> <p>(b) Are there any restrictions on the use of, or development of, the parcel by reasons of the likelihood of land slip, bush fire, flooding, tidal inundation, noise exposure, subsidence or any other risk?</p>	

REQUISITIONS	REPLIES
<p>14. If a swimming pool is included within the parcel -</p> <p>(a) Was its construction commenced before or after 1 August 1990?</p> <p>(b) Has the erection of the swimming pool been approved under the Local Government Act 1919 or under the Local Government Act 1993?</p> <p>(c) Please furnish details of such approval.</p> <p>(d) Are the access requirements specified in the Swimming Pools Act, 1992 and the Regulations under that Act satisfied in respect of the swimming pool?</p>	
<p>15. Is the Vendor aware of the land being subject to any proposal or order under the Coastal Protection Act, 1979?</p>	
<p>16. Is the Vendor aware of any conservation instrument or any order, notice or intention to take action in respect of the property under the Heritage Act 1977?</p>	
<p>17. Is the whole or part of the parcel within a proclaimed Mine Subsidence District under the Mine Subsidence Compensation Act 1961?</p>	
<p>18A. If the property is a "dwelling" within the Builders Licensing Act, 1971, in respect of building work carried out between 2 April 1973 and 20 March 1990 -</p> <p>(a) Has any building work been commenced on the land after 2 April 1973?</p> <p>(b) Did the building work include a swimming pool, garage or other structure erected after 1 March 1977?</p> <p>(c) If the answer to (a) or (b) is "Yes" furnish the name, address and the licence number of the builder and the date of the agreement with him relating to the building work.</p>	
<p>18B. (a) Has any residential building work been done on the parcel under a contract entered into or commenced after 21 March 1990?</p> <p>(b) If so, please furnish details of the BSC Comprehensive Insurance or BSC Special Insurance protection which applies to that work under Part 6 of the Home Building Act 1989.</p>	
<p>18C. (a) Has any residential building work been done on the parcel under a contract entered into or commenced after 1 May 1997?</p> <p>(b) If so, please furnish details of insurance in respect of that work in accordance with 8.92 of the Home Building Act 1989.</p>	
<p>19. (a) Is the Vendor aware of any drain, sewer, water main or stormwater channel which intersects or runs through or under the land?</p> <p>(b) If the answer to (a) is "Yes", furnish particulars, including any rights existing in favour of any person or authority.</p>	
<p>20. (a) Are the rain-water downpipes carrying the roof water connected to the sewer?</p> <p>(b) If the answer to (a) is "Yes", it should be shown that permission was obtained and proper provision made before completion for the discharge of roof water.</p>	
<p>21. (a) To whom do the boundary fences belong?</p> <p>(b) Are there any party walls?</p> <p>(c) If the answer to (b) is "Yes" specify what rights are held in respect of each party wall.</p> <p>(d) Is the Vendor aware of any dispute regarding boundary or dividing fences, party walls or encroachments?</p> <p>(e) Is the Vendor aware of the owners corporation having received any notice, claim or proceeding under the Dividing Fences Act, 1991 or under the Encroachment of Buildings Act, 1922 or in respect of any nuisance or other matter relating to the parcel or its use?</p>	
<p>22. Is the Vendor aware of any of the following affecting the whole or part of the parcel:</p> <p>(a) Any easement, licence or other entitlement which benefits or affects the land and has not been disclosed to the Purchaser?</p> <p>(b) Any easement, licence, agreement or right in respect of water, sewerage, drainage, electricity, gas or other connections, pipes or services which benefit or affect the parcel?</p> <p>(c) Any notice of resumption or intended resumption?</p> <p>(d) Any proposal to re-align or widen any road which is adjacent to the parcel?</p> <p>(e) Any proposal by any public or statutory authority?</p> <p>(f) Any notice from a public or local authority requiring the doing of work or the expenditure of money on the parcel?</p> <p>(g) Any work which has been done or is intended to be done on the land or adjoining or adjacent to the land (including road work, pavement, gutters, sewerage or drainage) which has created or will create a charge on the land and which will be recoverable from the Purchaser?</p> <p>(h) Any claim or conduct to close, obstruct or limit access to or from the land or to an easement over the land?</p>	
<p>23. (a) Is the Vendor liable to pay land tax?</p> <p>(b) Is the lot subject to any charge for land tax for the current year or any past year?</p> <p>(c) If the answer to (a) or (b) is "Yes", all land tax should be paid and the land should be released from the charge before completion.</p> <p>(d) Is any amount due to any other local or public authority which is a charge over the parcel or the lot?</p>	
<p>24A. If the lot is sold subject to vacant possession -</p> <p>(a) Is any person in adverse possession of any part of the lot?</p> <p>(b) The Vendor should remove from the lot before completion all moveable chattels which are not included in the sale.</p>	
<p>24B. If the lot is sold subject to any tenancy, in respect of each tenancy -</p> <p>(a) Is the tenancy as is disclosed in the contract or as has been indicated in writing to the Purchaser?</p>	

REQUISITIONS	REPLIES
<p>(b) If the answer to (a) is "No", furnish particulars of any new or different tenancies other than those disclosed and furnish a copy of the lease.</p> <p>(c) Has there been any change in lease terms in respect of a tenant whose tenancy has been disclosed to the Purchaser?</p> <p>(d) If the answer to (c) is "Yes", furnish particulars and a copy of any new lease.</p> <p>(e) On completion all leases should be handed over to the Purchaser together with notice of apportionment.</p>	
<p>(f) Rental should be apportioned on completion, but the Purchaser shall not be obliged to allow any adjustment for arrears of rent.</p> <p>(g) In respect of any rental bond for commercial premises the amount of the bond should be allowed on completion or if deposited with some financial institution control over it should be vested for the period after completion in the Purchaser in lieu of the Vendor.</p> <p>(h) In respect of each rental bond deposited with the Rental Bond Board, on completion the appropriate authority duly completed and signed by the Vendor or the managing agent (as is required) will be handed over to the Purchaser to enable the Purchaser or his agent to be recognised after completion as the lessor in respect of that rental bond.</p> <p>(i) If there is any guarantee in respect of the lessee's obligations under any lease or tenancy agreement, the benefit of that guarantee should be assigned on completion to the purchaser.</p>	
<p>24C. In respect of premises leased for residence -</p> <p>(a) Was the dwelling-house in the course of erection at, or did its erection commence after 16 December 1954?</p> <p>(b) If the answer to (a) is "No", furnish particulars of the basis on which the premises are excluded from Parts II or V of the Landlord and Tenant (Amendment) Act, 1948 and furnish copies of any lease whose registration with the Rent Controller is relied on for that purpose.</p> <p>(c) Did the tenant enter into occupation after 1 January 1986 under a lease entered into after that date?</p> <p>(d) In respect of prescribed premises, what is the latest determination of fair rent and is there any current application to determine or to vary the fair rent?</p> <p>(e) Current agreements under section 17A of the Landlord and Tenant (Amendment) Act, 1948 should be produced to the Purchaser before completion and found to have been effectively executed attested and registered in accordance with that section.</p> <p>(f) Has any order been made under Section 6 of the Landlord and Tenant (Amendment) Act, 1948?</p> <p>(g) Is any part of the premises "special premises" within section 6A of the Landlord and Tenant (Amendment) Act, 1948?</p>	
<p>24D. (a) In respect of any of the tenancies</p> <p>(i) was any certificate given under S.16(3) of the Retail Leases Act 1994;</p> <p>(ii) was a disclosure statement given to the tenant under the Retail Leases Act 1994;</p> <p>(iii) was any document served on the tenant under the lease, which concerns the rights of the landlord or the tenant after completion;</p> <p>(iv) was any document served by the tenant under the lease, which concerns the rights of the landlord or the tenant after completion?</p> <p>(b) If the answer to any of 24D(a)(i)-(iv) is "Yes", please furnish particulars, forward copies of each certificate, statement or document, and the original should be handed over on completion.</p>	
<p>25. If it is provided in the contract, the existing telephone service should be left at the premises at settlement, to enable the Purchaser to become the subscriber of that service.</p>	
<p>26. (a) At the time of completion the Vendor should be recorded as the owner of the lot on the strata roll.</p> <p>(b) On completion duly completed notices should be furnished to the Purchaser under S.118 relating to the Vendor and other interests recorded on the strata roll which should cease on or before completion.</p>	
<p>27. (a) Is the Vendor aware of any amendment or any current proposal for the amendment of the by-laws which are not disclosed in the contract?</p> <p>(b) If the answer is "Yes", please furnish details.</p> <p>(c) Is the Vendor aware of any breach by the Vendor or by any occupier of the lot being sold of the current by-laws or of S.116 or S.117?</p>	
<p>28. (a) Has the initial period expired?</p> <p>(b) Is the Vendor aware of conduct by the owners corporation contravening S.50 or S.113 taken during the initial period?</p>	
<p>29. Is the Vendor aware of any action taken or current proposals regarding:</p> <p>(a) The alteration of any lot or of the building erected on the parcel, or the conversion of any lot into common property?</p> <p>(b) The transfer, lease or dedication of common property or of additional common property?</p> <p>(c) The vesting in an owner of the exclusive use of part of common property?</p> <p>(d) The creation or release of any easement or restriction as to user?</p> <p>(e) Any order or application for variation or termination of the Strata Scheme or for the substitution of a new Strata Scheme?</p>	
<p>30. If a lot included in the sale is a utility lot, please furnish particulars of the conditions restricting its user.</p>	
<p>31. (a) Is the Vendor aware of work carried out or proposed to be carried out by the owners corporation on or in relation to the common property or the lot being sold?</p>	

REQUISITIONS	REPLIES
<p>(b) If the answer to (a) is "Yes", please furnish particulars of the work and indicate whether the Vendor has paid for any part of the work or whether it is recoverable from the Vendor under S.63.</p> <p>(c) Is the Vendor aware of any notice served by a public authority or by the local council requiring the owner of any lot (including the Vendor) to carry out work on or in relation to that lot?</p>	
<p>32. (a) Has any part of the common property or any lot been resumed? (b) Is the Vendor aware of any proposal for the resumption of any part of the common property or of any lot?</p>	
<p>33. (a) Please furnish full particulars of all current insurance policies held by the owners corporation in respect of the building erected on the parcel and the property or liability of the owners corporation. (b) The owners corporation should hold insurance policies in compliance with Chapter 3 Part 4 Divisions 2 and 3. (c) Is the Vendor aware of any application or order pursuant to Chapter 5 Part 4 Division 3? (d) Is the Vendor aware of any current or proposed claim by the owners corporation or by the Vendor under any insurance policy covering the common property or any lot?</p>	
<p>34. Please furnish particulars of: (i) The administrative fund. (ii) Any sinking fund. (iii) The Vendor's liability for current levies by the owners corporation, including towards the administrative fund and the sinking fund. (iv) Is any amount payable by the Vendor to the owners corporation in respect of any right of exclusive use or enjoyment of any part of the common property? (v) Is there any outstanding liability of the owners corporation or the Vendor under S.241? (vi) Is the Vendor indebted for any pecuniary penalty or order for costs under Chapter 5 which is a charge on the lot being sold?</p>	
<p>35. (a) Has a strata managing agent been appointed? (b) If the answer is "Yes", please furnish the name, address and particulars of the powers, authorities, duties and functions delegated to the strata managing agent.</p>	
<p>36. (a) Is the Vendor aware of any current application, order or interim order under Part V of the Strata Titles (Freehold Development) Act or under Chapter 5 of the Strata Schemes Management Act which relates to the Strata Scheme, the common property or the lot being sold, affecting the owners corporation, the Vendor or the occupier of the lot? (b) If the answer is "Yes", please furnish full particulars. (c) Is the Vendor aware of any appeal, or any order for variation or revocation in respect of such an order?</p>	
<p>37. Is the Vendor aware of: any actual, contingent or expected liabilities of the owners corporation which, when aggregated and apportioned to the lot or lots comprising or included in the property in accordance with the unit entitlement thereof, would exceed one per centum of the price of the lot sold by the Vendor (but excluding from that calculation any such liabilities which are (1) fully covered by a contribution levied prior to the date of this agreement under Chapter 3 Part 3 Division 2; or (2) normal operating expenses and are the subject of a contribution to the Administrative Fund)?</p>	
<p>38. Not less than 7 days prior to completion the Vendor shall furnish to the Purchaser, at the Purchaser's expense, a certificate under S. 109.</p>	
<p>39. If there is no special completion address stated in the contract, please advise where the Vendor requires completion to occur.</p>	

Solicitor for Vendor



FOLIO: 1/SP50831

SEARCH DATE	TIME	EDITION NO	DATE
17/10/2019	3:37 PM	4	29/9/2017

LAND

LOT 1 IN STRATA PLAN 50831
AT CECIL HILLS
LOCAL GOVERNMENT AREA LIVERPOOL

FIRST SCHEDULE

AZIZOLLAH ISHOO
MAHIN ISHOO

AS JOINT TENANTS

(T 5118572)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP50831

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Ishoo

PRINTED ON 17/10/2019

* 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. trISearch 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.



FOLIO: CP/SP50831

SEARCH DATE	TIME	EDITION NO	DATE
17/10/2019	3:37 PM	1	20/9/1995

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 50831
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CECIL HILLS
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP50831

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 50831
ADDRESS FOR SERVICE OF DOCUMENTS:
LOT 3041 DAVINA CRESCENT
CECIL HILLS 2171

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- * 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA SCHEMES MANAGEMENT REGULATION 2016
- 3 , DP839661 EASEMENT TO DRAIN WATER 1.2 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 . DP839661 RESTRICTION(S) ON THE USE OF LAND

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 50831

LOT	ENT	LOT	ENT
1	- 50	2	- 50

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Ishoo

PRINTED ON 17/10/2019

* 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. triSearch 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.

FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

LIVERPOOL CITY COUNCIL (Council of Councils)
 Having satisfied itself that the requirements of the Strata Act 1995 have been met, the Council hereby certifies that the proposed plan complies with the requirements of the Act and is approved for registration.

Approved Date: 19-9-1995
Approved By: [Signature]

Completed at date of registration: 19-9-1995
Completed at office of registration: [Signature]

STRATA PLAN 50831
GREGORY VARGANN HULL (P/T 1972889)
55 MILLERS AVENUE, CECIL HILLS NSW 2171

(1) The name of the person or persons who are the proprietors of the land shown on the plan is/are: **GREGORY VARGANN HULL**

(2) The name of the person or persons who are the proprietors of the land shown on the plan is/are: **GREGORY VARGANN HULL**

(3) The name of the person or persons who are the proprietors of the land shown on the plan is/are: **GREGORY VARGANN HULL**

(4) The name of the person or persons who are the proprietors of the land shown on the plan is/are: **GREGORY VARGANN HULL**

(5) The name of the person or persons who are the proprietors of the land shown on the plan is/are: **GREGORY VARGANN HULL**

(6) The name of the person or persons who are the proprietors of the land shown on the plan is/are: **GREGORY VARGANN HULL**

(7) The name of the person or persons who are the proprietors of the land shown on the plan is/are: **GREGORY VARGANN HULL**

(8) The name of the person or persons who are the proprietors of the land shown on the plan is/are: **GREGORY VARGANN HULL**

(9) The name of the person or persons who are the proprietors of the land shown on the plan is/are: **GREGORY VARGANN HULL**

(10) The name of the person or persons who are the proprietors of the land shown on the plan is/are: **GREGORY VARGANN HULL**

(11) The name of the person or persons who are the proprietors of the land shown on the plan is/are: **GREGORY VARGANN HULL**

(12) The name of the person or persons who are the proprietors of the land shown on the plan is/are: **GREGORY VARGANN HULL**

(13) The name of the person or persons who are the proprietors of the land shown on the plan is/are: **GREGORY VARGANN HULL**

(14) The name of the person or persons who are the proprietors of the land shown on the plan is/are: **GREGORY VARGANN HULL**

(15) The name of the person or persons who are the proprietors of the land shown on the plan is/are: **GREGORY VARGANN HULL**

(16) The name of the person or persons who are the proprietors of the land shown on the plan is/are: **GREGORY VARGANN HULL**

(17) The name of the person or persons who are the proprietors of the land shown on the plan is/are: **GREGORY VARGANN HULL**

(18) The name of the person or persons who are the proprietors of the land shown on the plan is/are: **GREGORY VARGANN HULL**

(19) The name of the person or persons who are the proprietors of the land shown on the plan is/are: **GREGORY VARGANN HULL**

(20) The name of the person or persons who are the proprietors of the land shown on the plan is/are: **GREGORY VARGANN HULL**

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

Carl Hill 1982-680

W. Hill (Secretary)
Director

Gregory Vargann Hull (Proprietor)
55 Millers Avenue, Cecil Hills NSW 2171

PLAN OF SUBDIVISION OF LOT 3041 - D.P. 839661.

LGA LIVERPOOL Locality: **CECIL HILLS**

Parish: CABRAMATTA County: **CUMBERLAND**

Reduction Ratio: 1: 250 Lengths are in metres

STRATA PLAN 50831

Registered: **19-9-1995**

C.A.: N.1995/185 OF 9.8.95

Purpose: STRATA PLAN

Ref. Map: U8245-5

Last Plan: DP839661

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

Carl Hill 1982-680

W. Hill (Secretary)
Director

Gregory Vargann Hull (Proprietor)
55 Millers Avenue, Cecil Hills NSW 2171

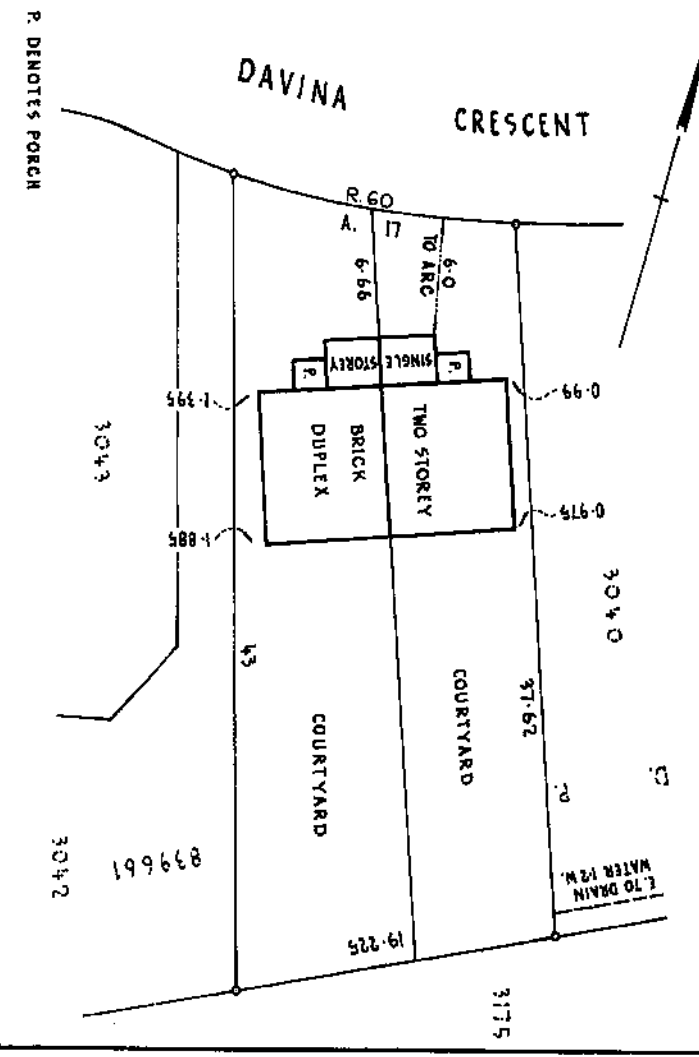


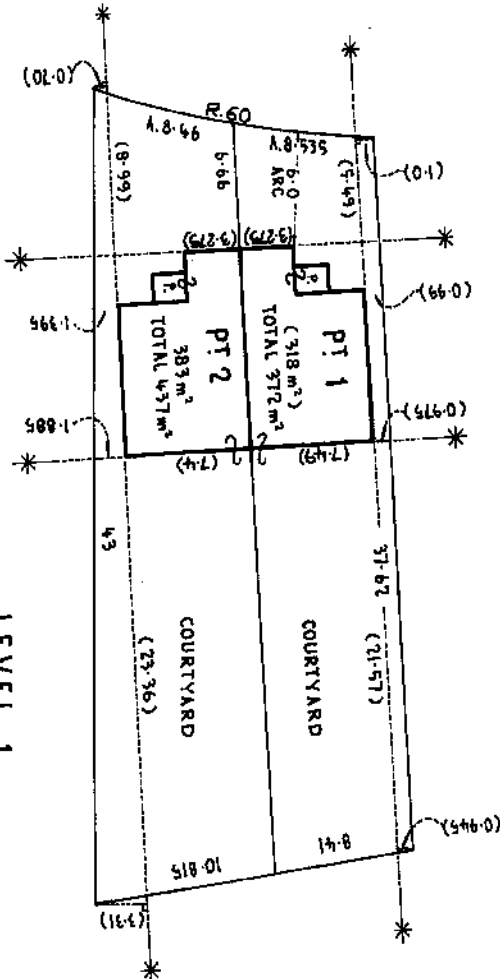
Table of mm 300 100 100 100 100 100
 SURVEYOR'S REFERENCE: 94845

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

N
O
O
O
N

STRATA PLAN 50831



SCHEDULE OF UNIT ENTITLEMENT	
UNIT	ENTITLEMENT
1	50
2	50
TOTAL	100

P DENOTES PORCH
 * DENOTES PROLONGATION OF FACE OF WALL.
 ALL COMMON SERVICES ARE COMMON PROPERTY.
 PORCHES, WHERE UNCOVERED, ARE LIMITED IN STRATUM TO 2.4 METRES ABOVE THE TOP OF THEIR RESPECTIVE CONCRETE SLAB.
 COURTYARDS, WHERE UNCOVERED, ARE LIMITED IN STRATUM TO 3 METRES BELOW AND 3 METRES ABOVE THE TOP OF THEIR RESPECTIVE LEVEL 1 FLOOR SLAB.

LEVEL 2

LEVEL 1

PT 1 (54 m²)
PT 2 (54 m²)

Reduction Ratio 1: 250

Lengths are in metres

SURVEYOR'S REFERENCE: 94/845

Registered Surveyor

General Manager/Auditor/Person



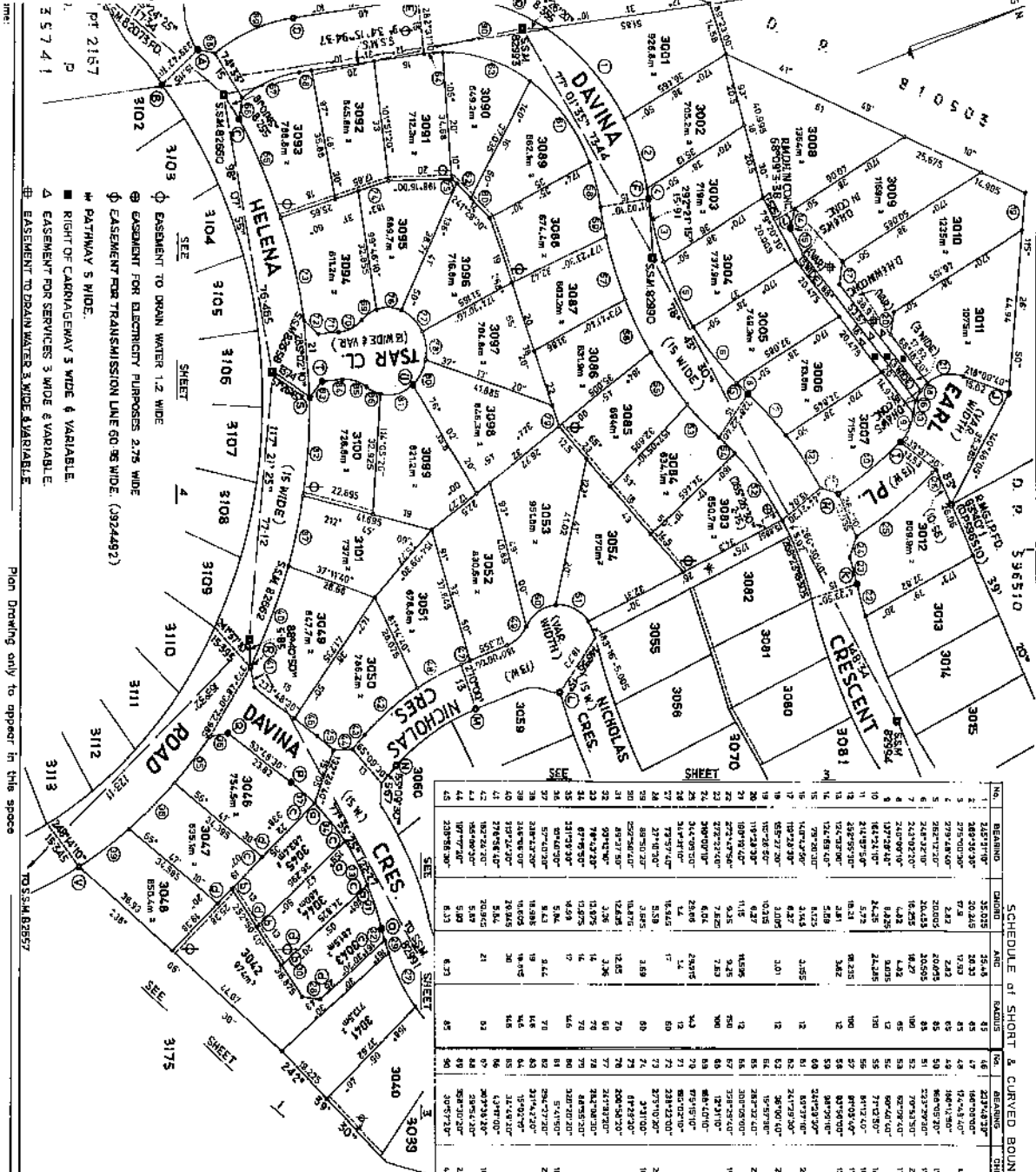
Office of the Registrar-General / Src:INFOTRACK / Ref:Ishoo

PLAN FORM 3

To be used in conjunction with Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	NO.	BEARING	CHORD	ARC	RADIUS
1	287°51'30"	35.025	35.438	43	16	207°45'30"	0.012	14.885	43
2	288°02'30"	20.245	20.323	43	17	168°12'30"	4.825	4.825	12
3	279°48'30"	2.212	2.223	43	18	168°12'30"	11.177	11.177	12
4	292°12'30"	20.005	20.065	43	19	122°32'30"	15.137	15.137	12
5	248°32'30"	16.425	16.425	43	20	273°30'00"	23.445	23.445	63
6	242°02'30"	18.272	18.272	43	21	273°30'00"	17.919	17.919	60
7	242°02'30"	4.422	4.422	43	22	66°04'00"	14.2	14.2	60
8	242°02'30"	0.422	0.422	43	23	77°30'00"	0.825	0.825	63
9	137°24'30"	24.225	24.225	43	24	162°30'00"	10.2	10.2	60
10	162°30'00"	24.225	24.225	43	25	162°30'00"	10.2	10.2	60
11	162°30'00"	10.2	10.2	43	26	162°30'00"	10.2	10.2	60
12	162°30'00"	4.825	4.825	43	27	162°30'00"	10.2	10.2	60
13	162°30'00"	4.825	4.825	43	28	162°30'00"	10.2	10.2	60
14	162°30'00"	4.825	4.825	43	29	162°30'00"	10.2	10.2	60
15	162°30'00"	4.825	4.825	43	30	162°30'00"	10.2	10.2	60
16	162°30'00"	4.825	4.825	43	31	162°30'00"	10.2	10.2	60
17	162°30'00"	4.825	4.825	43	32	162°30'00"	10.2	10.2	60
18	162°30'00"	4.825	4.825	43	33	162°30'00"	10.2	10.2	60
19	162°30'00"	4.825	4.825	43	34	162°30'00"	10.2	10.2	60
20	162°30'00"	4.825	4.825	43	35	162°30'00"	10.2	10.2	60
21	162°30'00"	4.825	4.825	43	36	162°30'00"	10.2	10.2	60
22	162°30'00"	4.825	4.825	43	37	162°30'00"	10.2	10.2	60
23	162°30'00"	4.825	4.825	43	38	162°30'00"	10.2	10.2	60
24	162°30'00"	4.825	4.825	43	39	162°30'00"	10.2	10.2	60
25	162°30'00"	4.825	4.825	43	40	162°30'00"	10.2	10.2	60
26	162°30'00"	4.825	4.825	43	41	162°30'00"	10.2	10.2	60
27	162°30'00"	4.825	4.825	43	42	162°30'00"	10.2	10.2	60
28	162°30'00"	4.825	4.825	43	43	162°30'00"	10.2	10.2	60
29	162°30'00"	4.825	4.825	43	44	162°30'00"	10.2	10.2	60
30	162°30'00"	4.825	4.825	43	45	162°30'00"	10.2	10.2	60
31	162°30'00"	4.825	4.825	43	46	162°30'00"	10.2	10.2	60
32	162°30'00"	4.825	4.825	43	47	162°30'00"	10.2	10.2	60
33	162°30'00"	4.825	4.825	43	48	162°30'00"	10.2	10.2	60
34	162°30'00"	4.825	4.825	43	49	162°30'00"	10.2	10.2	60
35	162°30'00"	4.825	4.825	43	50	162°30'00"	10.2	10.2	60
36	162°30'00"	4.825	4.825	43	51	162°30'00"	10.2	10.2	60
37	162°30'00"	4.825	4.825	43	52	162°30'00"	10.2	10.2	60
38	162°30'00"	4.825	4.825	43	53	162°30'00"	10.2	10.2	60
39	162°30'00"	4.825	4.825	43	54	162°30'00"	10.2	10.2	60
40	162°30'00"	4.825	4.825	43	55	162°30'00"	10.2	10.2	60
41	162°30'00"	4.825	4.825	43	56	162°30'00"	10.2	10.2	60
42	162°30'00"	4.825	4.825	43	57	162°30'00"	10.2	10.2	60
43	162°30'00"	4.825	4.825	43	58	162°30'00"	10.2	10.2	60
44	162°30'00"	4.825	4.825	43	59	162°30'00"	10.2	10.2	60
45	162°30'00"	4.825	4.825	43	60	162°30'00"	10.2	10.2	60

SCHEDULE OF PERMANENT MARKS

LINE	BEARING	DISTANCE	MARK
A	172°20'00"	30.45	BRASS
B	159°08'35"	5.455	BRASS
C	81°0'14.5"	8.555	BRASS
D	11°0'14.5"	14.955	BRASS
E	282°31'10"	4.405	BRASS
F	282°31'10"	4.436	BRASS
G	11°0'14.5"	4.436	BRASS
H	328°22'40"	4.445	BRASS
I	328°22'40"	3.425	BRASS
J	328°22'40"	10.615	BRASS
K	328°22'40"	10.615	BRASS
L	155°33'30"	4.465	BRASS
M	155°33'30"	6.315	BRASS
N	30°00'00"	3.41	BRASS
O	58°08'35"	3.425	BRASS
P	148°48'35"	4.37	BRASS
Q	148°48'35"	4.34	BRASS
R	88°48'30"	4.35	BRASS
S	88°48'30"	5.95	BRASS
T	57°26'45"	11.295	BRASS
U	57°26'45"	4.885	BRASS
V	105°02'07"	3.554	BRASS
W	105°02'07"	7.155	BRASS
X	105°02'07"	4.754	BRASS
Y	58°14'10"	4.754	BRASS
Z	58°14'10"	20.31	BRASS

Registered DP 839661

This is a copy of the plan as shown on the original plan of 17th October 1994.

Survey registered under Surveyors Act 1929

Office of the Registrar-General

Reduction Made by: BLOO

Surveyors Reference: 80076/6.10

To be used in conjunction with Form 2

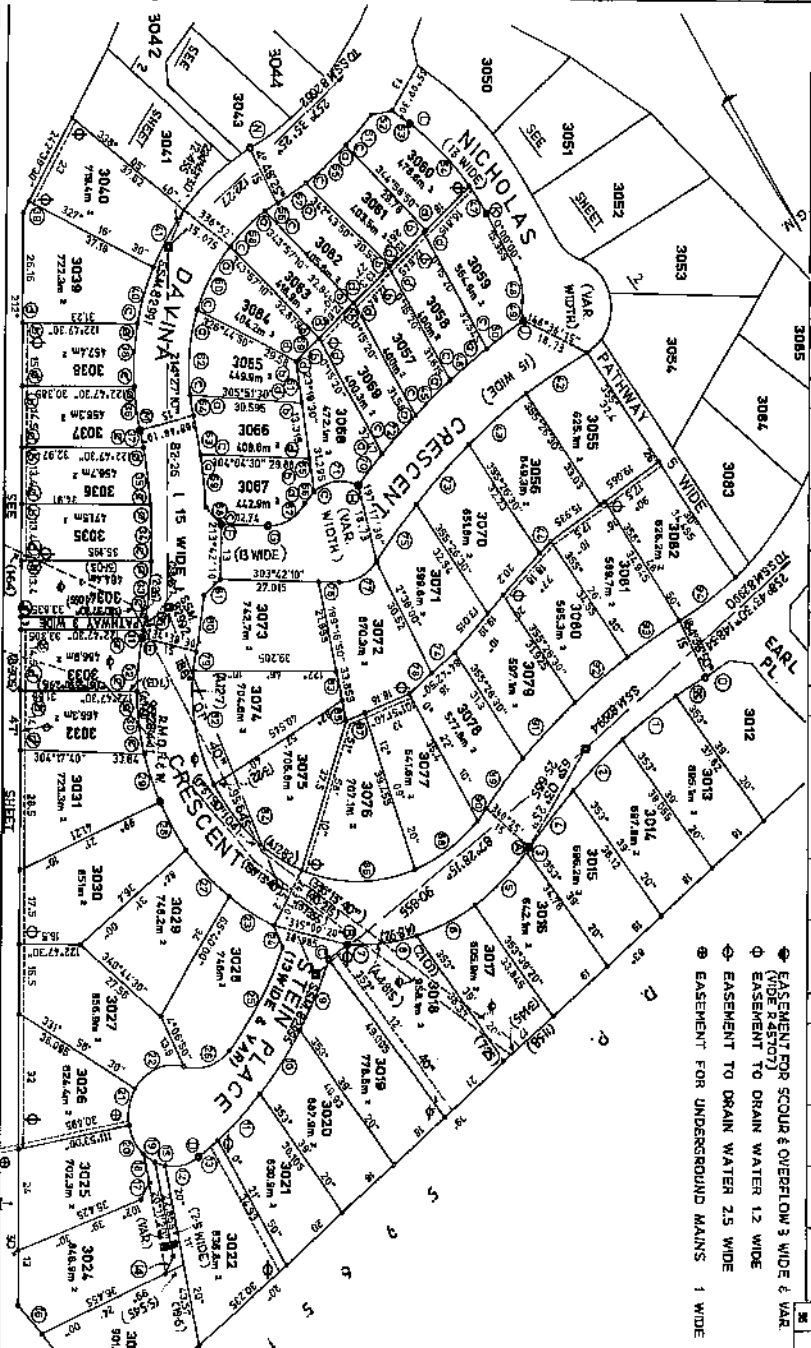
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	289°43'00"	8.025	14.035	150	21	42°30'00"	10.425	18.2	110	51	271°42'00"	10.425	18.2	110	77	270°30'00"	10.425	18.2	110
2	289°43'00"	8.025	14.035	150	22	10°00'00"	10.425	18.2	110	52	271°42'00"	10.425	18.2	110	78	270°30'00"	10.425	18.2	110
3	220°10'00"	11.47	17.8	160	23	33°45'00"	10.425	18.2	110	53	271°42'00"	10.425	18.2	110	79	270°30'00"	10.425	18.2	110
4	220°10'00"	11.47	17.8	160	24	10°00'00"	10.425	18.2	110	54	271°42'00"	10.425	18.2	110	80	270°30'00"	10.425	18.2	110
5	220°10'00"	11.47	17.8	160	25	33°45'00"	10.425	18.2	110	55	271°42'00"	10.425	18.2	110	81	270°30'00"	10.425	18.2	110
6	220°10'00"	11.47	17.8	160	26	10°00'00"	10.425	18.2	110	56	271°42'00"	10.425	18.2	110	82	270°30'00"	10.425	18.2	110
7	220°10'00"	11.47	17.8	160	27	33°45'00"	10.425	18.2	110	57	271°42'00"	10.425	18.2	110	83	270°30'00"	10.425	18.2	110
8	220°10'00"	11.47	17.8	160	28	10°00'00"	10.425	18.2	110	58	271°42'00"	10.425	18.2	110	84	270°30'00"	10.425	18.2	110
9	220°10'00"	11.47	17.8	160	29	33°45'00"	10.425	18.2	110	59	271°42'00"	10.425	18.2	110	85	270°30'00"	10.425	18.2	110
10	220°10'00"	11.47	17.8	160	30	10°00'00"	10.425	18.2	110	60	271°42'00"	10.425	18.2	110	86	270°30'00"	10.425	18.2	110
11	220°10'00"	11.47	17.8	160	31	33°45'00"	10.425	18.2	110	61	271°42'00"	10.425	18.2	110	87	270°30'00"	10.425	18.2	110
12	220°10'00"	11.47	17.8	160	32	10°00'00"	10.425	18.2	110	62	271°42'00"	10.425	18.2	110	88	270°30'00"	10.425	18.2	110
13	220°10'00"	11.47	17.8	160	33	33°45'00"	10.425	18.2	110	63	271°42'00"	10.425	18.2	110	89	270°30'00"	10.425	18.2	110
14	220°10'00"	11.47	17.8	160	34	10°00'00"	10.425	18.2	110	64	271°42'00"	10.425	18.2	110	90	270°30'00"	10.425	18.2	110
15	220°10'00"	11.47	17.8	160	35	33°45'00"	10.425	18.2	110	65	271°42'00"	10.425	18.2	110	91	270°30'00"	10.425	18.2	110
16	220°10'00"	11.47	17.8	160	36	10°00'00"	10.425	18.2	110	66	271°42'00"	10.425	18.2	110	92	270°30'00"	10.425	18.2	110
17	220°10'00"	11.47	17.8	160	37	33°45'00"	10.425	18.2	110	67	271°42'00"	10.425	18.2	110	93	270°30'00"	10.425	18.2	110
18	220°10'00"	11.47	17.8	160	38	10°00'00"	10.425	18.2	110	68	271°42'00"	10.425	18.2	110	94	270°30'00"	10.425	18.2	110
19	220°10'00"	11.47	17.8	160	39	33°45'00"	10.425	18.2	110	69	271°42'00"	10.425	18.2	110	95	270°30'00"	10.425	18.2	110

SCHEDULE OF SHORT & CURVED BOUNDARIES

- ⊕ EASEMENT FOR SCOUR & OVERFLOW 3 WIDE & VAR.
- ⊕ EASEMENT TO DRAIN WATER 1.2 WIDE
- ⊕ EASEMENT TO DRAIN WATER 2.5 WIDE
- ⊕ EASEMENT FOR UNDERGROUND MAINS 1 WIDE



SP	BEARING	DISTANCE	MARK
A	340°50'00"	4.46 & 10.54	DRAIN IN KB
B	24°55'00"	4.55 & 10.465	DRAIN IN KB
C	323°07'00"	9.7	DRAIN IN KB
D	266°15'00"	8.77 & 15.76	SSASASUS
E	126°17'30"	14.25	DRAIN IN KB
F	77°54'00"	9.11	SSASASUS
G	213°42'10"	3.555 & 9.585	DRAIN IN KB
H	156°30'00"	5.01 & 10.50	DRAIN IN KB
I	185°25'00"	8.815	DRAIN IN KB
J	155°35'00"	3.41 & 9.48	DRAIN IN KB
K	50°00'00"	3.425 & 9.485	DRAIN IN KB
L	69°07'30"	4.54 & 10.575	DRAIN IN KB
M	108°48'10"	4.57 & 10.505	DRAIN IN KB
N	184°48'25"	4.57 & 10.505	DRAIN IN KB
D	49°53'50"	4.44 & 10.51	DRAIN IN KB

Registered DP 839661

This is a plan of the land shown in Form 2, prepared by the Registrar-General, and is subject to the provisions of the Real Property Act 1900 (NSW).

Scale: 1:1000

Plan Drawing only to appear in this space

Revision: 1: 800

DATE: 17 OCT 2019

TIME: 15:40

REQ: R113251

DOC: DP 839661 P

REV: 07 NOV 1994

NSW LRS

Pgs: ALL

Prt: 17 OCT 2019 15:40

Seq: 3 of 4

OFFICE USE ONLY

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

(LENGTHS ARE IN METRES)

PLAN D.P. 839661

Plan of Subdivision of
Lot 103 D.P. 830109

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

New South Wales Land and
Housing Corporation
1 Fitzwilliam Street,
Parramatta 2150

PART 1

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

Easement to Drain Water 3 wide
and variable

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority
benefited

Lot 3009
Lot 3010

Lots 3008 & 3010
Lots 3008 & 3009

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

Easement to Drain Water 1.2 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority
benefited

Lot 3026
Lot 3027
Lot 3030
Lot 3031

Lot 3025
Lots 3025 & 3026
Lots 3025 to 3027 inclusive
Lots 3025 to 3027 inclusive
& Lot 3030

Lot 3032

Lots 3025 to 3027 inclusive
& Lots 3030 & 3031

Lot 3033

Lots 3025 to 3027 inclusive
& Lots 3030 to 3032 inclusive

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

(LENGTHS ARE IN METRES)

PLAN D.P. 839661

Plan of Subdivision of
Lot 103 D.P. 830109

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

New South Wales Land and
Housing Corporation
1 Fitzwilliam Street,
Parramatta 2150

Lot 3035	Lot 3034
Lot 3036	Lot 3034 & 3035
Lot 3037	Lots 3034 to 3036 inclusive
Lot 3038	Lots 3034 to 3037 inclusive
Lot 3040	Lots 3039 & 3041
Lot 3042	Lots 3043 to 3045 inclusive
Lot 3044	Lot 3043
Lot 3045	Lots 3043 & 3044
Lot 3057	Lots 3068 & 3069
Lot 3058	Lots 3057, 3068 & 3069
Lot 3059	Lots 3057, 3058, 3068 & 3069
Lot 3069	Lot 3068
Lot 3076	Lots 3077 & 3078
Lot 3077	Lot 3078
Lot 3080	Lot 3079
Lot 3081	Lots 3079 & 3080
Lot 3082	Lots 3079 to 3081 inclusive
Lot 3083	Lots 3084 to 3086 inclusive
Lot 3084	Lots 3085 & 3086
Lot 3085	Lot 3086
Lot 3088	Lot 3087
Lot 3089	Lots 3087 & 3088
Lot 3090	Lots 3087 & 3089 inclusive
Lot 3091	Lots 3087 to 3090 inclusive
Lot 3092	Lots 3087 to 3091 inclusive
Lot 3093	Lots 3087 to 3092 inclusive
Lot 3100	Lots 3099
Lot 3103	Lot 3102
Lot 3104	Lots 3102 & 3103
Lot 3105	Lots 3102 to 3104 inclusive
Lot 3106	Lots 3102 to 3105 inclusive
Lot 3107	Lots 3102 to 3106 inclusive & Lot 3133
Lot 3123	Lots 3124 to 3132 inclusive

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

(LENGTHS ARE IN METRES)

PLAN D.P. 839661

Plan of Subdivision of
Lot 103 D.P. 830109

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

New South Wales Land and
Housing Corporation
1 Fitzwilliam Street,
Parramatta 2150

Lot 3124	Lots 3125 to 3132 inclusive
Lot 3125	Lots 3126 to 3132 inclusive
Lot 3126	Lots 3127 to 3132 inclusive
Lot 3127	Lots 3128 to 3132 inclusive
Lot 3128	Lots 3129 to 3132 inclusive
Lot 3129	Lots 3130 to 3132 inclusive
Lot 3130	Lots 3131 & 3132
Lot 3131	Lot 3132
Lot 3138	Lots 3139 & 3140
Lot 3139	Lot 3140
Lot 3142	Lot 3141
Lot 3143	Lots 3141 & 3142
Lot 3144	Lots 3141 to 3143 inclusive
Lot 3145	Lots 3141 to 3144 inclusive
Lot 3156	Lot 3155
Lot 3157	Lots 3155 & 3156
Lot 3158	Lots 3155 to 3157 inclusive
Lot 3159	Lots 3155 to 3158 inclusive
Lot 3160	Lots 3155 to 3159 inclusive
Lot 3161	Lots 3155 to 3160 inclusive
Lot 3162	Lots 3155 to 3161 inclusive
Lot 3166	Lots 3155 to 3162 inclusive

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

Easement to Drain Water 2.5 wide

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened

Lots, name of road Authority
benefited

Lot 3018
Lot 3022

Liverpool City Council
Liverpool City Council

Sheet 3 of 15 Sheets

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

(LENGTHS ARE IN METRES)

PLAN D.P. 839661

Plan of Subdivision of
Lot 103 D.P. 830109

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

New South Wales Land and
Housing Corporation
1 Fitzwilliam Street,
Parramatta 2150

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

Easement for underground
mains 1 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority
benefited

Lots 3026, 3106, 3134, 3158
3169, 3175 & 3176

Prospect Electricity

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

Easement for Electricity
Purposes 2.75 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority
benefited

Lots 3083 & 3158

Prospect Electricity

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

(LENGTHS ARE IN METRES)

PLAN D.P. 839661

Plan of Subdivision of
Lot 103 D.P. 830109

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

New South Wales Land and
Housing Corporation
1 Fitzwilliam Street,
Parramatta 2150

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

Right of Carriageway
2.5 wide and variable

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority
benefited

Lot 3023
Lot 3024

Lot 3024
Lot 3023

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

Right of Carriageway
3 wide & Variable

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority
benefited

Lot 3008
Lot 3009
Lot 3010

Lots 3009 & 3010
Lots 3008 & 3010
Lots 3008 & 3009

2

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

(LENGTHS ARE IN METRES)

PLAN D.P. 839661

Plan of Subdivision of
Lot 103 D.P. 830109

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

New South Wales Land and
Housing Corporation
1 Fitzwilliam Street,
Parramatta 2150

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

Easement for Services 3 wide
& Variable

SCHEDULE OF LOTS ETC, AFFECTED

Lots burdened

Lots, name of road or Authority
benefited

Lot 3008
Lot 3009
Lot 3010

Lots 3009 & 3010
Lots 3008 & 3010
Lots 3008 & 3009

9. **IDENTITY OF EASEMENT OR
RESTRICTION NINTHLY
REFERRED TO IN
ABOVEMENTIONED PLAN**

Restrictions on the use of land.

SCHEDULE OF LOTS ETC, AFFECTED

Lots burdened

Lots, name of road or Authority
benefited

Each lot except lots
3172 to 3176 inclusive

Every other lot except lots
3172 to 3176 inclusive.



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

(LENGTHS ARE IN METRES)

PLAN D.P. 839661

Plan of Subdivision of
Lot 103 D.P. 830109

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

New South Wales Land and
Housing Corporation
1 Fitzwilliam Street,
Parramatta 2150

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

Restrictions on the use of land.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority
benefited

Each lot

Liverpool City Council

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

Restrictions on the use of land.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority
benefited.

Lots 3039, 3046, 3047,
3059, 3060 & 3148

Liverpool City Council

2

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

(LENGTHS ARE IN METRES)

PLAN D.P. 839661

Plan of Subdivision of
Lot 103 D.P. 830109

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

New South Wales Land and
Housing Corporation
1 Fitzwilliam Street,
Parramatta 2150

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

Restrictions on the use of land.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority
benefited

Lots 3043 to 3045 incl.
3057, 3058, 3061 to 3064 incl.
3066, 3067, 3069, 3139 to 3141 incl.
3147 & 3152 to 3154 incl.

Liverpool City Council

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

Restrictions on the use of land.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority
benefited

Lots 3172 & 3173

Liverpool City Council

a

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

(LENGTHS ARE IN METRES)

PLAN D.P. 839661

Plan of Subdivision of
Lot 103 D.P. 830109

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

New South Wales Land and
Housing Corporation
1 Fitzwilliam Street,
Parramatta 2150

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

Restrictions on the use of land.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority
benefited.

Lots 3015 to 3022 incl.
3025 to 3035 incl.
3046, 3047, 3054,
3055, 3074, 3075,
3081, 3082, 3083
3088 to 3092 incl.
3094 to 3096 incl.
3107 to 3114 incl.
3130 to 3132 incl.
3164, 3165 & 3173

Liverpool City Council



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

(LENGTHS ARE IN METRES)

PLAN D. P. 839661

Plan of Subdivision of
Lot 103 D.P. 830109

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

New South Wales Land and
Housing Corporation
1 Fitzwilliam Street,
Parramatta 2150

PART 2

**TERMS OF EASEMENT FOR UNDERGROUND MAINS 1 WIDE FOURTHLY
REFERRED TO IN ABOVEMENTIONED PLAN**

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

AW

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

(LENGTHS ARE IN METRES)

PLAN D.P. 839661

Plan of Subdivision of
Lot 103 D.P. 830109

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

New South Wales Land and
Housing Corporation
1 Fitzwilliam Street,
Parramatta 2150

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

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

**TERMS OF EASEMENT FOR SERVICES 3 WIDE & VARIABLE EIGHTHLY
REFERRED TO IN ABOVEMENTIONED PLAN**

Full and free right and liberty for the Registered Proprietor for the time being of the dominant tenement (hereinafter referred to as the "Registered Proprietor") and every person or persons authorised by the Registered Proprietor to lay place maintain erect or construct all pipes installations conduits cables or lines above over under or upon the land for the purposes of drainage of water gas electricity and telephone services and to enter upon the land with any necessary tools implements or machinery and to remain thereon for any reasonable time for the purpose of laying inspecting cleansing repairing or renewing such pipes installations conduits cables or lines or any part of them and for any of the aforesaid purposes to open the soil to such extent as may be necessary provided that all reasonable precautions are taken to ensure as little disturbance to the soil as possible and to restore the surface as soon as practicable as nearly as possible to its original condition.

aw

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

(LENGTHS ARE IN METRES)

PLAN D.P. 839661

Plan of Subdivision of
Lot 103 D.P. 830109

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

New South Wales Land and
Housing Corporation
1 Fitzwilliam Street,
Parramatta 2150

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

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

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

In accordance with a determination of the Federal Airports Corporation any part of any building or structure including, chimneys, vents, T.V. antennae and construction cranes erected on any lot burdened shall not exceed a height of 12.2 metres above the existing natural ground level immediately below such part of any building or structure.

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

(LENGTHS ARE IN METRES)

PLAN D.P. 839661

Plan of Subdivision of
Lot 103 D.P. 830109

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

New South Wales Land and
Housing Corporation
1 Fitzwilliam Street,
Parramatta 2150

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

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

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

- (a) The external wall of a dwelling erected upon any lot burdened shall be constructed on or within 0.15 metres of the boundary within such lot demarcated "a-b" on the abovementioned plan, provided that the maximum continuous length of the external wall on such boundary shall not exceed 9 metres in length without a step.
- (b) Any window constructed in an external wall of a dwelling erected upon any lot burdened which is parallel to the boundary within such lot demarcated "a-b" on the abovementioned plan, shall be set back at least 0.9 metres from such boundary.
- (c) A dwelling erected on any lot burdened shall be set back at least 1.2 metres from the boundary within such lot demarcated "c-d" on the abovementioned plan and such dwelling shall be set back at least 2.5 metres from the boundary within such lot demarcated "b-d" on the abovementioned plan.
- (d) A courtyard having a minimum area of 30 square metres and a minimum dimension of 4 metres in any direction shall be provided in conjunction with the dwelling erected on any lot burdened, and such courtyard shall be located adjacent to the boundary within such lot demarcated "c-d" on the abovementioned plan and the living areas within the dwelling shall have a direct orientation and be adjacent to such courtyard.

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

(LENGTHS ARE IN METRES)

PLAN D.P. 839661

Plan of Subdivision of
Lot 103 D.P. 830109

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

New South Wales Land and
Housing Corporation
1 Fitzwilliam Street,
Parramatta 2150

- (e) A fence having a minimum height of 1.8 metres shall be provided on all side and rear boundaries of any lot burdened and such fence shall be erected behind the front building alignment and where the external walls of the dwelling erected upon the land do not coincide with the allotment boundary.

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

No fencing other than that which is constructed of materials approved by the Council of the City of Liverpool shall be erected along the rear or side boundaries of any lot burdened which are common with lot 3174 on the abovementioned plan.

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

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

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY
TERMS OF EASEMENTS AND RESTRICTIONS FIRSTLY, SECONDLY,
THIRDLY, TENTHLY, ELEVENTHLY, TWELFTHLY, THIRTEENTHLY AND
FOURTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN**

Liverpool City Council

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY
TERMS OF EASEMENTS FOURTHLY AND FIFTHLY REFERRED TO IN
ABOVEMENTIONED PLAN**

Prospect Electricity.

Sheet 14 of 15 Sheets



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

(LENGTHS ARE IN METRES)

PLAN D.P. 839661

Plan of Subdivision of
Lot 103 D.P. 830109

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

New South Wales Land and
Housing Corporation
1 Fitzwilliam Street,
Parramatta 2150

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

The registered proprietors for the time being of the dominant tenements their heirs,
successors or assigns.

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY
TERMS OF RESTRICTIONS NINTHLY REFERRED TO IN ABOVEMENTIONED
PLAN**

The New South Wales Land and Housing Corporation.

Signed by me CARL PETER WILSON as
DELEGATE of the NEW SOUTH WALES
LAND AND HOUSING CORPORATION
who hereby declares that he has no notice
of the revocation of the delegation
in the presence of

)
)
) NEW SOUTH WALES LAND
) AND HOUSING
) CORPORATION
) by its delegate


DAVID PAUL TERREY



Sheet 15 of 15 Sheets

REGISTERED   8.6.1994

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

Ref.: ISHOO:83595
Ppty: 50143

Cert. No.: 1905

Applicant:
HILLS CONVEYANCING
2/24 OLD NORTHERN RD
BAULKHAM HILLS NSW 2153

Receipt No.: 4394874
Receipt Amt.: 53.00
Date: 17-Oct-2019

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

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

Legal Description: LOT 1 SP 50831

Street Address: 1/ 56 DAVINA CRESCENT, CECIL HILLS NSW 2171

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

Note: Commonly Used Abbreviations:

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



Customer Service Centre Ground floor, 33 Moore Street, Liverpool NSW 2170

All correspondence to Locked Bag 7064 Liverpool BC NSW 1871

Call Centre 1300 36 2170 Email lcc@liverpool.nsw.gov.au

Web www.liverpool.nsw.gov.au NRS 13 36 77 ABN 84 181 182 471

1. Names of relevant planning instruments and DCPs

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

LEPs:

Liverpool LEP 2008

SEPPs*:

SEPP No. 33 – Hazardous and Offensive Development

SEPP No. 50 – Canal Estate Development

SEPP No. 55 – Remediation of Land

SEPP No. 62 – Sustainable Aquaculture

SEPP No. 65 – Design Quality of Residential Flat Development

SEPP (Building Sustainability Index: BASIX) 2004

SEPP No. 70 – Affordable Housing (Revised Schemes)

SEPP (Infrastructure) 2007

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Miscellaneous Consent Provisions) 2007

SEPP (State and Regional Development) 2011

SEPP (Education Establishments and Child Care Facilities) 2017

SEPP (Vegetation in Non-Rural Areas) 2017

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

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (Sydney Region Growth Centres) 2006

SEPP No 19 – Bushland in Urban Areas

SEPP No 21 – Caravan Parks

SEPP No 30 – Intensive Agriculture

SEPP No 44 – Koala Habitat Protection

SEPP No 64 – Advertising and Signage

Deemed SEPPs*:

Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment

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

Draft LEPs:

N/A

Draft SEPPs*:

Draft SEPP (Competition) 2010

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



Liverpool DCP 2008

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

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

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

R2 Low Density Residential - Liverpool LEP 2008

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

Home-based child care; Home occupations

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

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

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

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

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

No

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



No

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

No

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

No

3. Complying development

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

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

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



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

Nil

4. Coastal protection*

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

No

4A. Certain information relating to beaches and coasts*

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

No

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

Not applicable

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

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

No

5. Mine subsidence*

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

No



6. Road widening and road realignment

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

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

No

(b) An EPI?

No

(c) A resolution of the council?

No

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

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

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

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

7A. Flood related development controls information

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

No

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

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

No

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

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

8. Land reserved for acquisition

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

No

9. Contribution Plans

Liverpool Contributions Plan 2009

9A. Biodiversity certified land*

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

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

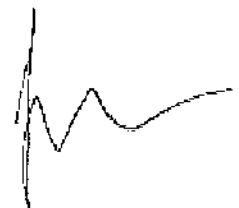
(d) Subject to an ongoing maintenance order within the meaning of that Act?

No

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

No

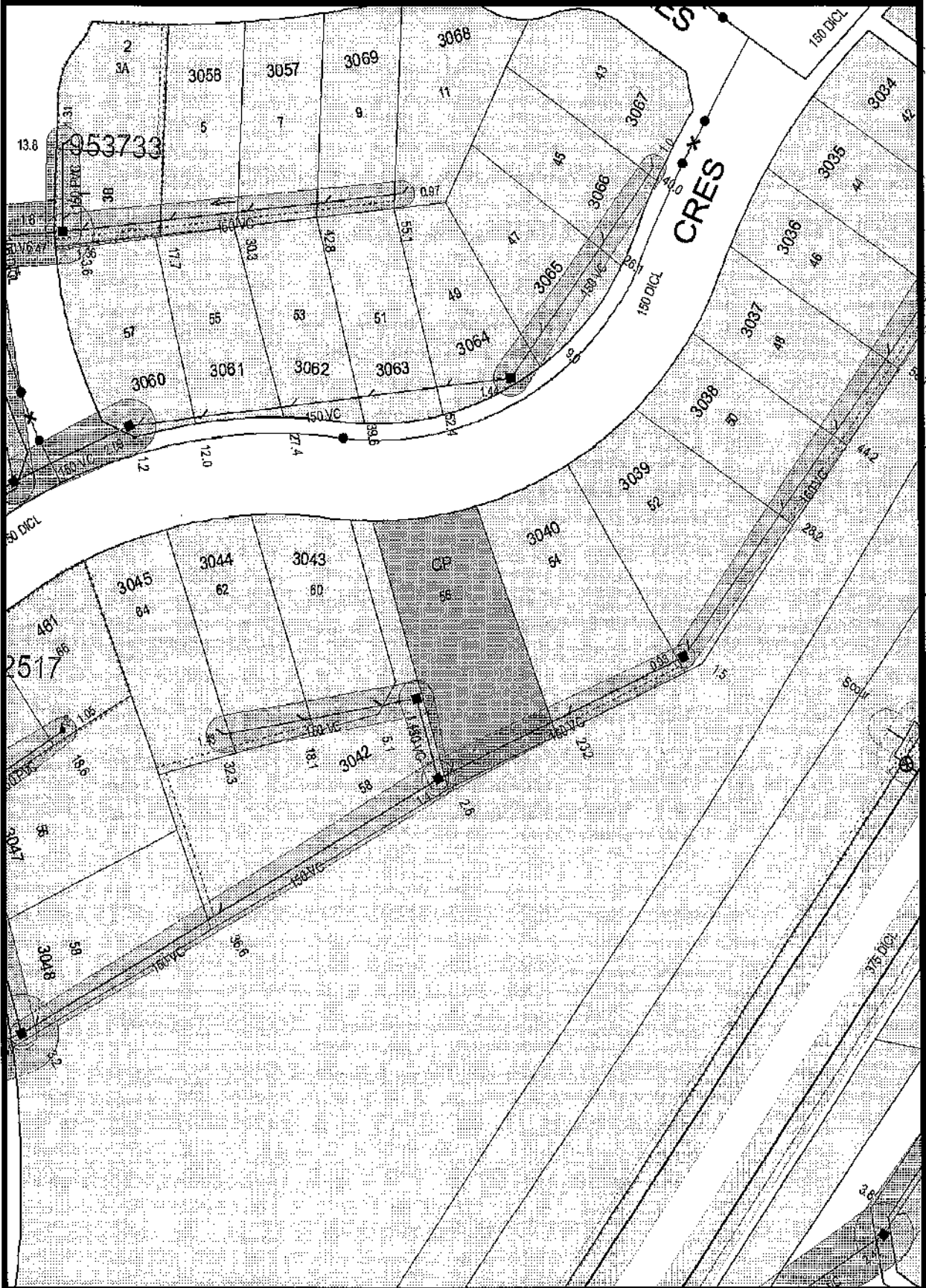
Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997.



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

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





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.

Copy of Diagram No. **7720251A**

WATER BOARD SEWERAGE SERVICE DIAGRAM
MUNICIPALITY OF LIVERPOOL
 SUBURB OF CECIL HILLS

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

PLUMBING Inspected YES NO
 Inspects YES NO

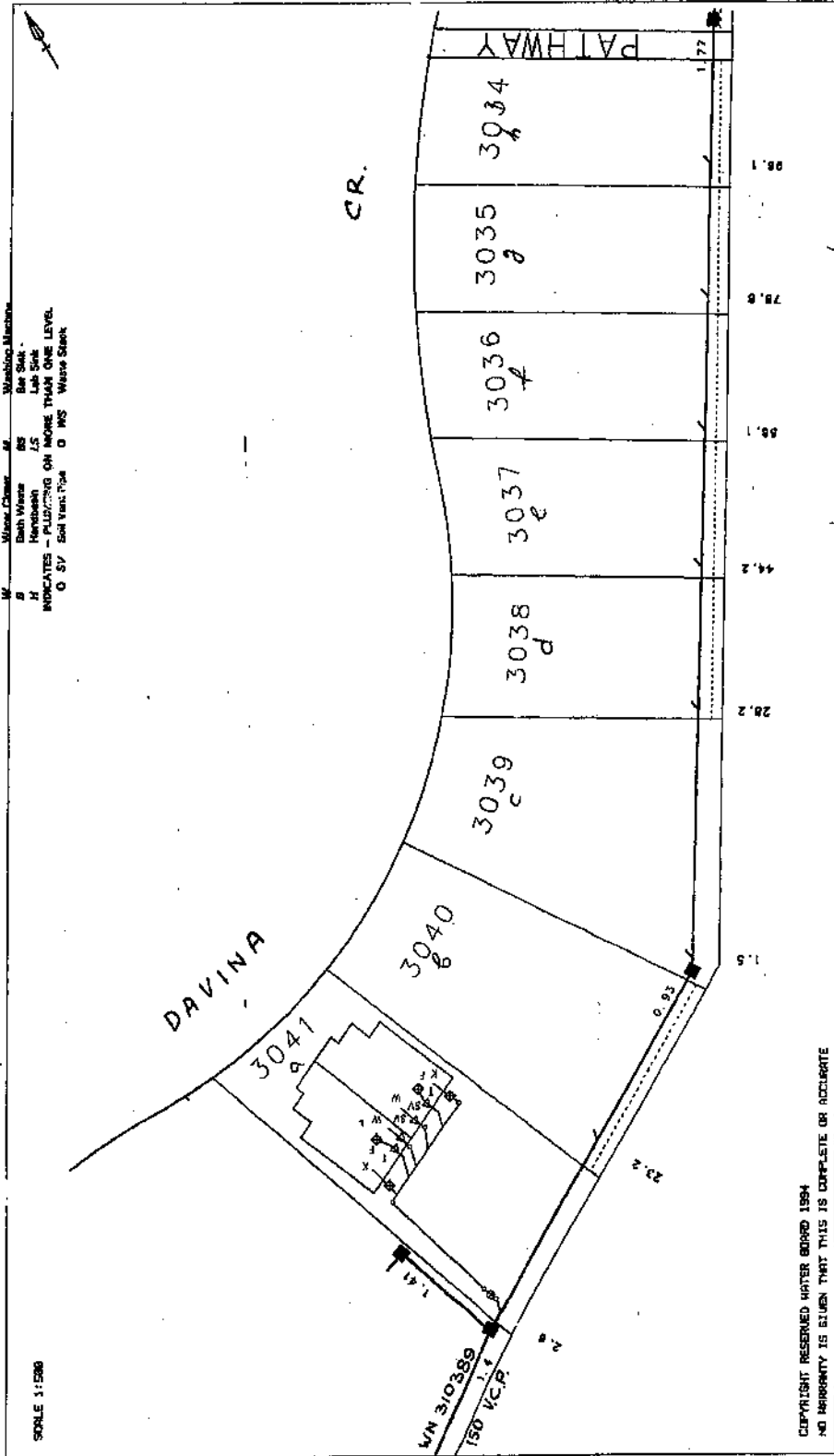
Chart of Compliance No. _____
 Boundary Top is not indicated

- SYMBOLS AND ABBREVIATIONS**
- INDICATES - DRAINAGE FITTINGS**
- Manhole
 - Chamber
 - Lampbox
 - Boundary Trap
 - Inspection Shaft
 - PH
 - Grease Interceptor
 - Gully
- INDICATES - PLUMBING FITTINGS & OR FITTINGS**
- CD V
 - O
 - T
 - K
 - M
 - Clear Out
 - Vent Pipe
 - Tubs
 - Wash Basin
 - Kitchen Sink
 - Wash Chest
 - Bath Waste
 - B
 - H
 - Handbasin
 - LS
 - Lab Sink
 - Shower
 - Diswasher
 - Floor Waste
 - Washing Machine
 - Bar Sink
 - LS
- INDICATES - PLYING ON MORE THAN ONE LEVEL**
- G SV
 - Soil Vent Pipe
 - IMS
 - Waste Stack

This Diagram has been compiled from information supplied by the Board's records. No warranty is given other than to the accuracy of the diagram or of any such information. Any boundary lines or structures are depicted as a guide only and are not to be taken as representing actual dimensions or boundaries.

Persons wishing to verify themselves as to the precise location of any fitting on their own premises, should consult the records of the Water Board, which are available for personal inspection at Business Offices.

* Where a diagram has been prepared depicting a drainage system for which a sewer is unavailable this is not to be taken as an indication for connection of the system to a Board sewer if it becomes available and it is taken to be an indication of suitability of the system as depicted for connection to any Water Board sewer which may become available for connection.



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.



Liverpool city council
creating our future together

Our Ref: CC 989/05
Contact: Mr R Di Mauro: 9821 9358
Date: 11 February 2005

Real Savings
5 Mamre Road
ST MARYS 2760

**ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
CONSTRUCTION CERTIFICATE (BUILDING)**

Being the applicant in respect of Construction Certificate and pursuant to Section 81A (5) of the Act, Notice is hereby given of the determination by Liverpool Council as Consent Authority of Development Application No. 1116/05 relating to:

CERTIFICATE NO:	CCB 989/05
DETERMINATION:	APPROVED
LAND:	NO. 1/56 (LOT 1, D.P. 50831) DAVINA CRESCENT, CECIL HILLS
DESCRIPTION OF DEVELOPMENT:	AWNING
CLASSIFICATION UNDER THE BCA:	10a
DATE OF DETERMINATION:	11 February 2005
RELEVANT DEVELOPMENT CONSENT:	DA1116/05, ISSUED ON 11 FEBRUARY 2005
LIST OF APPROVED PLANS & SPECIFICATIONS:	L.C.C. 1
ATTACHMENTS:	NIL

This certificate hereby certifies that the proposed work, if completed in accordance with the attached stamped plans and specifications as listed, will comply with the requirements of Section 81A (5) of the Environmental Planning and Assessment Act 1979.

NOTES:

- (1) Under the provisions of the Environmental Planning and Assessment Act 1979, a minimum of two days, prior to the commencement of work, the applicant must advise Council in writing, of the details of the Principal Certifying Authority and the date of the commencement of work on the site.
- (2) Under Section 109K of the Environmental Planning and Assessment Act 1979, and where Council is the certifying authority, an applicant may appeal to the Land and Environment Court against the refusal to issue a construction certificate within 12 months from the date of the decision.



Ross Di Mauro
SENIOR ENVIRONMENTAL HEALTH & BUILDING SURVEYOR