

16 Thursday Place

Green Valley NSW 2168

Draft Contract

**McGrath**

## Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	<b>McGrath Estate Agents Liverpool</b> 265B Macquarie Street, Liverpool, NSW 2170	Phone: 02 9824 1100 Fax: 02 9824 1120
co-agent		
vendor	<b>Suzana Lie and Hok Sing Ly</b>	
vendor's solicitor	<b>Victor Lawyers Pty Ltd</b> Level 1 Suite 3, 45 John Street, Cabramatta NSW 2166 PO Box 119, Cabramatta NSW 2166	Phone: 02 9727 6988 Fax: 02 9723 6429 Ref: TK:6106 E:victorlawyers@bigpond.com
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date</b> <b>16 Thursday Place, Green Valley, New South Wales 2168</b> <b>Registered Plan: Lot 1085 Plan DP 1004102</b> <b>Folio Identifier 1085/1004102</b>	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <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 type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

**GST AMOUNT** (optional)

The price includes  
GST of: \$

witness

purchaser

JOINT TENANTS     tenants in common     in unequal shares

witness

**Choices**

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

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

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

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

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

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

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

**RW payment (residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

16 THURSDAY, 16 GREEN VALLEY NSW 2768

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

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a party;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition – General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under s14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, objection or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other party;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a party, the party's <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served</i> by the party;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	In relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

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

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 If the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisition* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing, or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

The vendor can *rescind* if –

- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor serves a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not serve a notice waiving the *requisition within* 14 days after that service.

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

- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession, a party can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

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

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

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

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

**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

**24 Tenancies**

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order. In the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

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

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be *assisted* under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2008*; 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, *mortgage details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

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

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

### 31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

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

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

31.2 The purchaser must –

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

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

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

31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

76 THURSDAY, 16 GREEN VALLEY NSW 2768

## **SPECIAL CONDITIONS**

### **Notice to complete**

32. A notice to complete of 14 days is reasonable and sufficient to render the time for completion essential. The purchaser must pay to the vendor on completion the sum of \$250.00 if the vendor issues a notice to complete, for additional legal costs and other expenses incurred as a consequence of being required to issue a notice to complete.

### **Interest**

33. It is an essential term of this Contract that if this Contract is not completed by the Date of Completion, the Purchaser/s shall on the actual completion of this Contract pay to the Vendor/s in addition to the balance of the Price pay;

- (a) Interest on the unpaid balance of the Price at the rate of 12% per annum calculated on a daily basis from and including the day after the Date for Completion (or if the Vendor/s is/are not ready willing and able to complete on the Date of Completion, then from and including the day after such later date on which the Vendor/s is/are ready willing and able to complete this Agreement) and up to and including the date of actual completion, and the Vendor/s shall be under no obligation to complete this Contract unless and until payment provided for in this special condition has been made.
- (b) The sum of Two Hundred and Twenty Dollars (\$220.00) to cover legal costs for each cancellation, if the purchaser cancels settlement after arrangements have been made and other expenses incurred as a consequence of the delay to be allowed by the purchaser/s as an additional adjustment on completion.

### **Introduction by agent**

34. The purchaser warrants that he was not introduced to the Vendor by or through an Agent other than the one named on the first page hereof (if any) and did not learn that the property was for sale through any other Agent and agrees to indemnify and keep indemnified the Vendor against any claim by any or other such Agent for

commission or otherwise in respect of the sale. This clause shall not merge on completion.

### **Amendments to standard form Contract for Sale**

35. The standard form Contract for the Sale of Land 2018 Edition is hereby agreed to be amended as follows:

- a. The word "5%" in clause 7.1.1 is amended to read "0.5%"
- b. Amend the clause by replacing '10%' with '1%' in clause 7.2.1
- c. Delete the words "on reasonable grounds" from clause 8.1
- d. Delete the words 'plus another 20% of that fee' in clause 16.5
- e. Delete entirely Clause 16.8
- f. Delete all words after 'NSW' in Clause 16.12
- g. Clause 10.1.8 is amended twice by adding the words "or by-law or management statement or covenant (whether positive, negative or restrictive)" after the words "restriction on use" wherever they appear.
- h. Clauses 23.13, 23.14, and 23.17 are hereby deleted.
- i. The following words referred to in Clause 1 under the definition of "settlement cheque" shall not apply to this contract:  
"a building society, credit union or other FCA institution as defined in the Cheques Act 1986"

### **Warranty by purchaser relating to credit**

36. The purchaser warrants that:

- (a) Credit is not required by the purchaser in order to pay for the property; or
- (b) If credit is required by the Purchaser in order to pay for the property then the property has made all reasonable endeavours to obtain such credit, and the purchaser has obtained such credit on reasonable terms.

### **Pre Contract Matters**

37. a. This contract constitutes the entire agreement between the Vendor and the Purchaser relating to the sale of the property.

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

c. The parties are not bound by any warranty, representation, collateral agreement or implied term under the general law or imposed by legislation unless:

i. such warranty, representation, agreement or term is contained in the express term of this contract; or

ii. It is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.

d. The purchaser acknowledges that the purchaser, when entering into this contract, relied exclusively on the following matters independently of any statements, inducements or representations made by or on behalf of the Vendor (including by way of any marketing or advertising campaigns or brochures of advertisements or otherwise and including those made by any estate agent acting on behalf of the Vendor):

i. the inspection of and investigations relating to the property made by or on behalf of the purchaser;

ii. the warranties and representations expressly contained in the contract;

iii. the skill and judgment of the purchaser, its consultants and representatives; opinions or advice obtained by the purchasers independently of the Vendor or of the Vendor's agents or employees.

### **Insolvency**

38. Without affecting any other rights of either party, if the purchaser (or any of them) is a company and before completion has a liquidator, provisional liquidator, receiver, receiver manager, administrator, voluntary administrators, controller, controlling manager or official manager of it appointed, the purchaser will have defaulted in the observance of an essential term of this contract and the vendor may terminate the contract in accordance with clause 9. If the purchaser (or any of them) is a natural person and prior to completion dies, the vendor may rescind this contract. This clause shall apply mutatis mutandis in favour of the purchaser.

### **Property use**

39. The vendor makes no warranty as to the fitness of the property for any proposed use by the Purchaser.

40. The Vendor will on completion assign to the Purchaser any rights and interests in any applications, consents, drawings, sketches, plans, reports, documentation and manufacturers and installation warranties relating to any works on the property and the Vendor will on completion provide to the purchaser any documentation in its possession relating to the same.

### **Sold In present condition**

41. The property, together with any appurtenances thereto, is sold in its present condition and state of repair with all defects, if any, whether latent or patent and subject to any infestation and dilapidation, and the Purchaser shall not make any requisition, claim or be entitled to rescind or terminate in relation to any or all of the matters aforesaid. This clause shall not merge on completion.

### **Sold with existing services**

42. Notwithstanding anything herein before contained the Purchaser shall take title subject to the existing (or lack of) water, gas, telephone, drainage, sewerage drainage and electricity and other installations and services, if any, and to any improvements located over such services and installations and shall not make any requisition or claim or be entitled to rescind or terminate in respect thereof. This clause should not merge on completion.

43. Annexed hereto is a copy of Sewerage Service Diagram and / or Sewer Reference Sheet issued by Sydney Water (or relevant water authority) in relation to the property and the Purchaser shall make no objection, requisition or claim or be entitled to terminate or rescind this Contract in respect of any matter disclosed or referred to in such diagram and / or sheet or should it be established that any roof or surface water drainage is connected to Sydney water's sewer. This clause should not merge on completion.

### **Swimming Pool**

44. If there is a swimming pool on the property then:

(a) The Vendor does not warrant that the swimming pool on the property complies the requirements imposed by the Swimming Pools Act 1992 and the regulations with prescribed under that Act.

(b) The Purchaser agrees that after completion the Purchaser will comply with the requirements of the Act and regulations relating to access to the swimming pool and the erection of a warning notice.

### **Release of deposit**

45. Should the Vendor require release of the deposit herein prior to completion to enable the Vendor to purchase another the property or to pay stamp duty on the purchase of another property the purchaser agrees to release the deposit forthwith.

### **GST**

46. Despite any other provision of this contract, where this sale is not a taxable supply and after completion the vendor becomes liable for any goods and services tax or a similar value added tax ("GST") in respect of this sale the purchaser agrees:

(a) To pay to the vendor, within 14 days after the vendor's liability- for GST on this sale is confirmed by correspondence or an assessment from the commissioner, the amount of the GST, including any additional penalty and interest.

(b) If the purchaser is entitled to an input tax credit, the vendor shall deliver to the purchaser, as a precondition to such payment, a tax invoice in a form which complies with the GST Act and the regulations,

This clause should not merge on completion.

### **Requisitions on Title**

47. The parties agree that the only form of requisitions on title the Purchaser shall be entitled to serve upon the Vendor is the form of requisitions annexed to this contract.

### **Late service of Transfer**

48. The Purchaser agrees that should the Transfer not be served on the Vendor's solicitors on or before fourteen (14) days prior to the completion date:

(a) The Purchaser shall pay to the Vendor the sum \$110.00 being the Vendor's solicitors urgency fee for arranging the urgent execution of the Transfer; and

(b) It is an essential term of this Contract that such urgency fee must be paid by the Purchaser to the Vendor on and as a condition of completion and the Vendor shall be entitled to refuse to complete this Contract unless and until such urgency fee shall have been paid.

### **S184 Certificate**

49. The Purchaser must serve a certificate under Section 184 Strata Scheme Management Act 2015 or Section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 5 days before the completion date.

### **Reduced Deposit**

50. Despite any other provision of this Contract, the purchaser acknowledges that the deposit payable under this Contract by the purchaser is 10% of the purchase price, Should the Vendor agree to accept an amount that is less than 10% of the purchase price payable on the date of this Contract towards the deposit, then difference between:

50.1 10% of the Purchase price; and

50.2 the amount actually paid on the date of this Contract towards the deposit shall be paid by the Purchaser to the Vendor on the earlier of;

- i. Completion of this Contract;
- ii. Termination of this Contract due to the Purchaser's fault;  
or
- iii. At any other time when the deposit is forfeited or payable to the Vendor pursuant to this Contract.

#### **Death or incapacity**

51. Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

#### **Drainage Diagram**

52. The purchaser acknowledges that the purchaser has inspected the Sewerage Service Diagram annexed to this contract for sale and no objection, requisitions or claims for compensation shall be made by the Purchaser and the Purchaser shall not delay completion in respect of anything in regards to the drainage diagram. The Purchaser acknowledges that no warranty or representation is made by the Vendor as to the completeness or accuracy of such diagram. The accuracy or completeness of the Sewerage Service Drainage is not a term or condition of this contract for sale.

#### **Error in adjustment of outgoings**

53. Each party agrees that if on completion any apportionment of outgoings required to be made under this Agreement is overlooked or incorrectly calculated he will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.

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## SPECIAL CONDITIONS

### Conditions of sale of land by auction

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 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 or livestock:
    - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
    - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
    - (c) The highest bidder is the purchaser, subject to 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 vendor;
    - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
    - (g) A bid cannot be made or accepted after the fall of the hammer;
    - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
  
  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) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
    - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.
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3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase interest of a co-owner;
  - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
  - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
  - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
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**SECTION 66W CERTIFICATE**

I, \_\_\_\_\_ of \_\_\_\_\_  
, certify as follows:

1. I am a \_\_\_\_\_ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **16 Thursday Place, Green Valley**, from **Suzana Lie and Hok Sing Ly** to \_\_\_\_\_ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Suzana Lie and Hok Sing Ly** and am not employed in the legal practice of a solicitor acting for **Suzana Lie and Hok Sing Ly** nor am I a member or employee of a firm of which a solicitor acting for **Suzana Lie and Hok Sing Ly** is a member or employee; and
4. I have explained to :
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: \_\_\_\_\_

\_\_\_\_\_

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FOLIO: 1085/1004102

SEARCH DATE	TIME	EDITION NO	DATE
5/11/2019	9:41 AM	4	2/9/2018

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

LAND

LOT 1085 IN DEPOSITED PLAN 1004102  
AT GREEN VALLEY  
LOCAL GOVERNMENT AREA LIVERPOOL  
PARISH OF ST LUKE COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1004102

FIRST SCHEDULE

SUZANA LIE  
HOK SING LY  
AS JOINT TENANTS (T 6531170)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 \* G10554 COVENANT  
\* 5872840 VARIATION OF COVENANT G10554
- 3 \* DP876977 RESTRICTION(S) ON THE USE OF LAND
- 4 \* DP1004102 EASEMENT TO DRAIN WATER 1.5 WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 \* DP1004102 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (10) IN THE S. 88B INSTRUMENT
- 6 DP1004102 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (11) IN THE S. 88B INSTRUMENT
- 7 7214979 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

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



FF No. **F 0 10554**

New South Wales

**MEMORANDUM OF TRANSFER**

(REAL PROPERTY ACT, 1900.)

Part:— f a d  
 Lodgment  
 Endorsement  
 Certificate

I, **JAMES MCGIBB** of Strathfield, Member of the Legislative Assembly, formerly a member of the Legislative Assembly but now Chairman Maritime Services Board (herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however to such encumbrances, liens and interests as are notified hereunder, in consideration of **ONE THOUSAND FOUR HUNDRED AND FORTY NINE POUNDS EIGHTEEN SHILLINGS & NINE PENCE** (£ 1449.18) of the receipt whereof is hereby acknowledged) paid to me by

**RAJKO UBZAJIC** of No. 3 Fowler Road, Yennora, Labourer, (herein called transferee)

do hereby transfer to the said transferee All such Estate and Interest in ALL the land mentioned in the schedule following:

County	Parish	Reference to Title (a)			Description of Land (if part only)
		Whole or Part	Vol.	fol.	
CUMBERLAND	ST. LUKE	PART	5553	13A	Being Lots 2 & 3 Deposited Plan No. 24890

And the transferee covenants with the transferor as shown in the annexure marked "A"

**ENCUMBRANCES, &c., REFERRED TO:**

*Observations (if any) noted*

Signed at *Sydney* the *20th* day of *January* 19*54*

Signed in my presence by the transferor **JAMES MCGIBB** WHO IS PERSONALLY KNOWN TO ME

Signed *[Signature]*

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

Signed in my presence by the transferee **RAJKO UBZAJIC** WHO IS PERSONALLY KNOWN TO ME

Signed *[Signature]*

*[Vertical text on the left margin, likely a stamp or official notice, partially illegible due to high contrast and noise.]*

*[Footnote text at the bottom of the page, containing legal disclaimers and conditions.]*

①

"A"

The Transferee RAJKO IERZAJIC for himself his executors administrators and assigns NOTH HEREDY GOVERNANT with the Transferor JAMES MCGIRR his executors administrators and assigns as follows :-

1. That no building or structural improvements shall be erected on the land hereby transferred within sixty six (66) feet of the present alignment of Cowpasture Road.
2. That no fence shall be erected on the land hereby transferred to divide it from adjoining land without the consent of the Transferor but such consent shall not be withheld if such fence is erected without expense to the Transferor his executors administrators or assigns AND IT IS HEREDY DECLARED in favour of any person dealing with the Transferee or his assigns that such consent shall be deemed to have been given in respect of every fence for the time being erected.

AND IT IS HEREDY EXPRESSLY DECLARED :

- (a) That the benefit of the foregoing covenants is appurtenant to the Lots comprised in Deposited Plan No. 24390 other than the Lot hereby transferred.
- (b) That the land hereby transferred is subject to the burden of the said covenants.
- (c) That the said covenants or any of them may be released varied or modified with the consent of the said James McGirr his executors or administrators.

SIGNED in my presence by the Transferor  
JAMES MCGIRR who is personally known to me:

*James McGirr*

SIGNED in my presence by the Transferee  
RAJKO IERZAJIC who is personally known to me :

*R. Ierzajic*

*R. Ierzajic*

This is the annexure marked "A" referred to in the Transfer dated the 22<sup>nd</sup> day of January One thousand nine hundred and fifty four from JAMES MCGIRR to RAJKO IERZAJIC

F. A. FINN, ROACHE & CO.

ADVISED BY

No. **G 10554**

CONSENT OF MORTGAGEE BUILDING, 60 KING STREET, SYDNEY  
 (N.B.—Before execution read marginal note)

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

This consent is subject to the provisions of the Certificate of Title of Crown Grant. The mortgagee should execute a formal discharge when the land transfered to the transferee or the release of the land is the Certificate of Title of Crown Grant of the whole of the land in the mortgage.

Dated at **[City]** this **[Day]** day of **[Month]** 19 **[Year]**  
 Signed in my presence by **[Signature]**

who is personally known to me. **[Signature]** Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY

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

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

Signed at **[City]** the **[Day]** day of **[Month]** 19 **[Year]**  
 Signed in the presence of **[Signature]**

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

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

Appeared before me at **[City]**, the **[Day]** day of **[Month]**, one thousand **[Year]** and declared that he personally knew signing the said, and whose signature thereto he has attested, and that the name purporting to be such signature of the said **[Name]** is **[Signature]** own handwriting, and that **[Name]** he was of sound mind and freely and voluntarily signed the same.

To be signed by Registrar-General, Deputy Registrar-General, or Notary Public. J.P., Commissioner for Lands, or other Magistrate before whom the attesting witness appears. Not required if the instrument filed is signed or acknowledged before one of these officers.

LEAVE THESE SPACES FOR DEPARTMENTAL USE	INDEXED	MEMORANDUM OF TRANSFER <i>subject to consent</i>	DOCUMENTS LODGED HEREWITH To be filled in by person lodging dealing
	Checked by	Particulars entered in Register Book Volume <b>55558</b> Folio <b>138</b>	Received Date Nos.
	Filed (in S.D.B.) by	<b>[Signature]</b> the <b>11th</b> day of <b>March</b> 19 <b>54</b>	Receiving Clerk
	Signed by	<b>[Signature]</b> minutes past <b>12</b> o'clock in the <b>[Time]</b>	

PROGRESS RECORD.

	Issued	Issued
Sent to Survey Branch		
Received from Records		
Draft written	<b>1/2/54</b>	<b>3/2/54</b>
Draft assigned	<b>[Signature]</b>	<b>[Signature]</b>
Diagram prepared	<b>[Signature]</b>	<b>[Signature]</b>
Diagram examined	<b>[Signature]</b>	<b>[Signature]</b>
Draft forwarded	<b>[Signature]</b>	<b>[Signature]</b>
Sign of Registrar	<b>[Signature]</b>	<b>[Signature]</b>
Cancellation Clerk	<b>[Signature]</b>	<b>[Signature]</b>
Vol. <b>6786</b>	For <b>47</b>	

EXECUTION OUTSIDE NEW SOUTH WALES  
 If the parties do not reside in New South Wales, but in any other part of the British Dominions of such Possession, or before any Justice, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or some other person as the Chief Justice of New South Wales may appoint.  
 If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation of a Notary Public.  
 If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-Consul, or Consular Agent, who shall affix his seal of office, or the attesting witness may make a declaration of the like effect (insert before one of such persons (who should sign and affix his seal) to which declaration he shall affix his seal or the said Chief Justice may appoint.  
 The fees are — Upon judgment (a) 2s-10d, if accompanied by the relevant title or evidence of production thereof, (b) 5s-10d otherwise. This fee includes preparation of the final Certificate, in addition the following fees are payable — (a) 2/- for each additional Certificate included in the Transfer, (b) 2s for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the use of any land, (d) 2s/- where the Transfer appears to be made together with an instrument or agreement by which an agreement of 10/- may be made on payment, (e) 10/- where partial discharge of a mortgage is ordered on the Transfer, (f) 2s for each additional folio where the Certificate contains dittoed folios, (g) 1s approved, or otherwise involving more than one simple document or any document other than a simple diagram.  
 Transfers in sequence must receive separate Certificates.  
 If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue, if desired.

*Qty to follow*

Doc: AUS/0647/96

# REQUEST

## 5872840J

New South Wales  
Real Property Act 1900



(A) STAMP DUTY  
if applicable.

Office of State Revenue use only

(B) TITLE

317/855058  
21/876977 to  
25/876977 inclusive  
3/24890

41/877301 to  
46/877301 inclusive  
51/877300 to  
54/877300 inclusive

(C) REGISTERED DEALING  
if applicable.

F925847  
G10554  
H26412

(D) LODGED BY

LTO Box	Name, Address or DX and Telephone	Dealing Code
891H	MALCOLM L. WATERS PO BOX 51 YAGOONA NSW 2199  Reference (15 character maximum): Kor/6745	

(E) APPLICANT

**KORDAN PTY LIMITED A.C.N. 003 539 375**  
**VINCENZINA LAMATTINA and ROCCO LAMATTINA**

(F) REQUEST

**REGISTERED NUMBER OF INSTRUMENTS:**

1. Memorandum of Transfer Registered Dealing No. F925847
2. Memorandum of Transfer Registered Dealing No. G10554
3. Memorandum of Transfer Registered Dealing No. H26412

THE APPLICANTS apply to have a recording made in the Register of the extinguishment of the above Restrictions imposed by the Covenants contained in Memoranda of Transfers Registered Numbers F925847, G10554 and H26412 in accordance with the Order of the Supreme Court of New South Wales, Equity Division, dated 19.4.1999 in Proceedings No. 1397 of 1999.

All bar → Prod. 2cs 2/15

21/876977, 42/877301, 43/877301 } - Prod 1033C

Page 1 of 2

Checked by (LTO use) .....

Approved by Leg15.

**IN THE SUPREME COURT OF NEW SOUTH WALES  
SYDNEY REGISTRY  
EQUITY DIVISION**

FILM WITH

5872840

The Court orders that:-

No: 1397 of 1999

**ORDER**

Filed on behalf of  
The Plaintiffs

KORDAN PTY LIMITED  
First Plaintiff

VINCENZINA LAMATTINA  
Second Plaintiff

ROCCO LAMATTINA  
Third Plaintiff

Malcolm L. Waters  
Solicitor  
7 Church Road  
YAGOONA NSW 2199  
Telephone; 9796 8409  
Fax 9790 1671

1. The restriction imposed upon the lands being Lot 317 in Deposited Plan 855058 by the first covenant contained in Memorandum of Transfer number F925847 namely:

"That no building or structural improvements shall be erected on the land hereby transferred within 66 feet of the present alignment of Cowpasture Road"

be wholly extinguished

2. The restriction imposed upon the lands being Lots 21 to 25 in Deposited Plan 876977 by the first covenant contained in Memorandum of Transfer Number G10554 namely:

"That no building or structural improvements shall be erected on the land hereby transferred within 66 feet of the present alignment of Cowpasture Road"

be wholly extinguished



**IN THE SUPREME COURT OF NEW SOUTH WALES  
SYDNEY REGISTRY  
EQUITY DIVISION**

No: 1397 of 1999

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3. The restrictions imposed upon the land being Lot 3 in Deposited Plan 24890 by the first covenant contained in Memorandum of Transfer number G10554 namely:

"That no building or structural improvements shall be erected on the land hereby transferred within 66 feet of the present alignment of Cowpasture Road"

be wholly extinguished

4. The restrictions imposed upon the land being Lots 41 to 46 of Deposited Plan 877301 and Lots 51 to 54 of Deposited Plan 877300 by the first covenant contained in Memorandum of Transfer number H26412 namely:

"That no building or structural improvements shall be erected on the land hereby transferred within 66 feet of the present alignment of Cowpasture Road"

be wholly extinguished

Ordered: 19th April 1999  
and entered: 14 MAY 1999



MASTER

(G)

STANDARD EXECUTION

Certified correct for the purposes of the Real Property Act 1900.


DATE 31st May 1999

Signed in my presence by the applicant who is personally known to me.

.....  
Signature of Witness

.....  
Name of Witness (BLOCK LETTERS)

.....  
Address of Witness

  
(MALCOLM LEYS WATERS)  
Solicitor for the Applicants

.....  
Signature of Applicant

EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at .....  
in the State of ..... on ..... 19 ..... in the presence of

.....  
Signature of Witness

.....  
Name of Witness (BLOCK LETTERS)

.....  
Address and Qualification of Witness

.....  
Signature of Applicant

2012840

## REGISTRATION DIRECTION ANNEXURE

Use this side only for Second Schedule directions

**DO NOT USE BOTH SIDES OF THE FORM**

### SECOND SCHEDULE AND OTHER DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
317/855058	UNDR	CV	F925847	
		UCV		
21/876977	UNDR	CV	G10554	
22/876977		UCV		
23/876977				
24/876977				
25/876977				
3/24890				
44-46/877301	LINDR	CV	H26412	
51-54/877300		UCV		
21/876977				
42/877301				1038C
43/877301				
317/855058				
22-25/876977				
3/24890				205
41/877301				
44-46/877301				
51-54/877300				



INSTRUMENT SETTING OUT TERMS OF EASEMENTS & RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING  
ACT, 1919.

Sheet 1 of 3 sheets

DP 876977

Plan of subdivision of Lot 2 DP  
24890 being the land covered by  
Council's Certificate No. 82 of 9-4-1998

Full name and address  
of proprietor of the  
land:-

Vincenzina Lamattina  
of Lot 4 Cowpasture Road  
Hoxton Park

~~Full name and address  
of Mortgagee of the  
land:-~~

Part 1

- |    |   |  |
|----|---|--|
| 1. | Identity of Easement or<br>Restriction firstly<br>referred to in the<br>abovementioned plan:  | RIGHT OF CARRIAGEWAY<br>VAR. WIDTH                   |
|    | <u>Lots Burdened</u>  | <u>Lot, name of road or<br/>authority benefited:</u> |
|    | 22  | 21   |
| 2. | Identity of Easement or<br>Restriction secondly<br>referred to in the<br>abovementioned plan: | EASEMENT FOR SERVICES<br>VAR. WIDTH                  |
|    | <u>Lots Burdened</u>  | <u>Lot, name of road or<br/>authority benefited</u>  |
|    | 22  | 21   |
| 3  | Identity of Easment or<br>Restriction thirdly<br>referred to in the<br>abovementioned plan:   | RESTRICTIONS ON THE<br>USE OF LAND                   |
|    | <u>Lots Burdened</u>  | <u>Lot, name of road or<br/>authority benefited</u>  |
|    | 23  | Liverpool City Council                               |
|    | 24  | Liverpool City Council                               |
|    | 25  | Liverpool City Council                               |
| 4  | Identity of Easment or<br>Restriction fourthly<br>referred to in the<br>abovementioned plan:  | RESTRICTIONS ON THE<br>USE OF LAND                   |
|    | <u>Lots Burdened</u>  | <u>Lot, name of road or<br/>authority benefited</u>  |
|    | 22  | 21   |
|    | 23  | 21   |
|    | 24  | 21   |
|    | 25  | 21   |

INSTRUMENT SETTING OUT TERMS OF EASEMENTS & RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING  
ACT, 1919.

Sheet 2 of 3 sheets

DP 876977

Plan of subdivision of Lot 4045  
DP869218 being the land covered by  
Council's Certificate No. 82 of 9-4-1998

PART 2

Terms of Right of Carriageway Var. Width firstly referred to in the  
abovementioned plan:

Upon the registration of a Deposited Plan whereby a public road is dedicated giving access to the Lot benefited in accordance with Liverpool City Council's approval thereof this Right of Carriageway shall thereupon be void and of no further effect and shall be extinguished.

Name of person who is entitled to release, vary or modify this Right of Carriageway firstly referred to is the Council of the City of Liverpool without the consent of any other person or persons PROVIDED THAT any consent that may be given shall be made and done in all respects at the cost and expense of the person or persons requesting such consent.

Terms of Easement for Services Var. Width secondly referred to in the  
abovementioned plan:

Upon the registration of a Deposited Plan whereby a public road is dedicated giving access for the provision of services to the Lot benefited in accordance with Liverpool City Council's approval thereof this Easement for Services shall thereupon be void and of no further effect and shall be extinguished.

Name of person who is entitled to release, vary or modify this Easement for Services secondly referred to is the Council of the City of Liverpool without the consent of any other person or persons PROVIDED THAT any consent that may be given shall be made and done in all respects at the cost and expense of the person or persons requesting such consent.

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

No development is to take place on the lot burdened without the specific written approval of Liverpool City Council. Upon the registration by the Land Titles Office as a Deposited Plan of a further plan of subdivision of either of the lots burdened having endorsed thereon a Council Clerk's Certificate that the requirements of the Local Government Act, 1919 (other than the requirements of the Registration of Plans) have been complied with in relation to the proposed subdivision this restriction shall thereupon cease as to such lot and be of no further effect and at the cost of the applicant shall be released.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS & RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING  
ACT, 1919.

Sheet 3 of 3 sheets

PLAN; DP 876977

Plan of subdivision of Lot 2 DP  
24890 being the land covered by  
Council's Certificate No. 82 of 9-4-1998

Name or person whose consent is required to release vary or modify this restriction thirdly referred to in the abovementioned plan is the Council of the City of Liverpool without the consent of any other person or persons PROVIDED THAT any consent that may be given shall be made and done in all respects at the cost and expense of the person or persons requesting such consent.

Terms of Restriction on the use of land fourthly referred to in the  
abovementioned plan:

- (a) That no fence shall be erected on the lot burdened to divide it from any adjoining land owned by Vincenzina Lamattina her Executors administrators and assigns other than purchasers on sale without the consent of Vincenzina Lamattina her Executors Administrators and assigns but such consent shall not be withheld if such fence is erected without expense to Vincenzina Lamattina her Executors Administrators and assigns and in favour of any person dealing with the lot such consent shall be deemed to have been given in respect to every such fence for the time being erected.

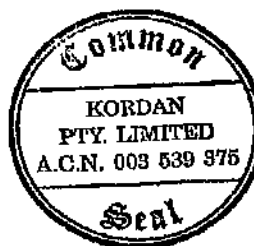
The person or persons having the right to release vary or modify any restrictions fourthly referred to is Vincenzina Lamattina without any further consent.

Signed in my presence by the  
said Vincenzina Lamattina  
who is personally known to me:-

} *V. Lamattina*

B:\kor-1639

*Ross Colotta*  
ROSS COLLOTTA, FAIRFIELD.  
The common seal of KORDAN PTY LIMITED  
A.C.N. 003 539 375 as Caveator  
was hereunto affixed by authority of  
the Board in the presence of :-

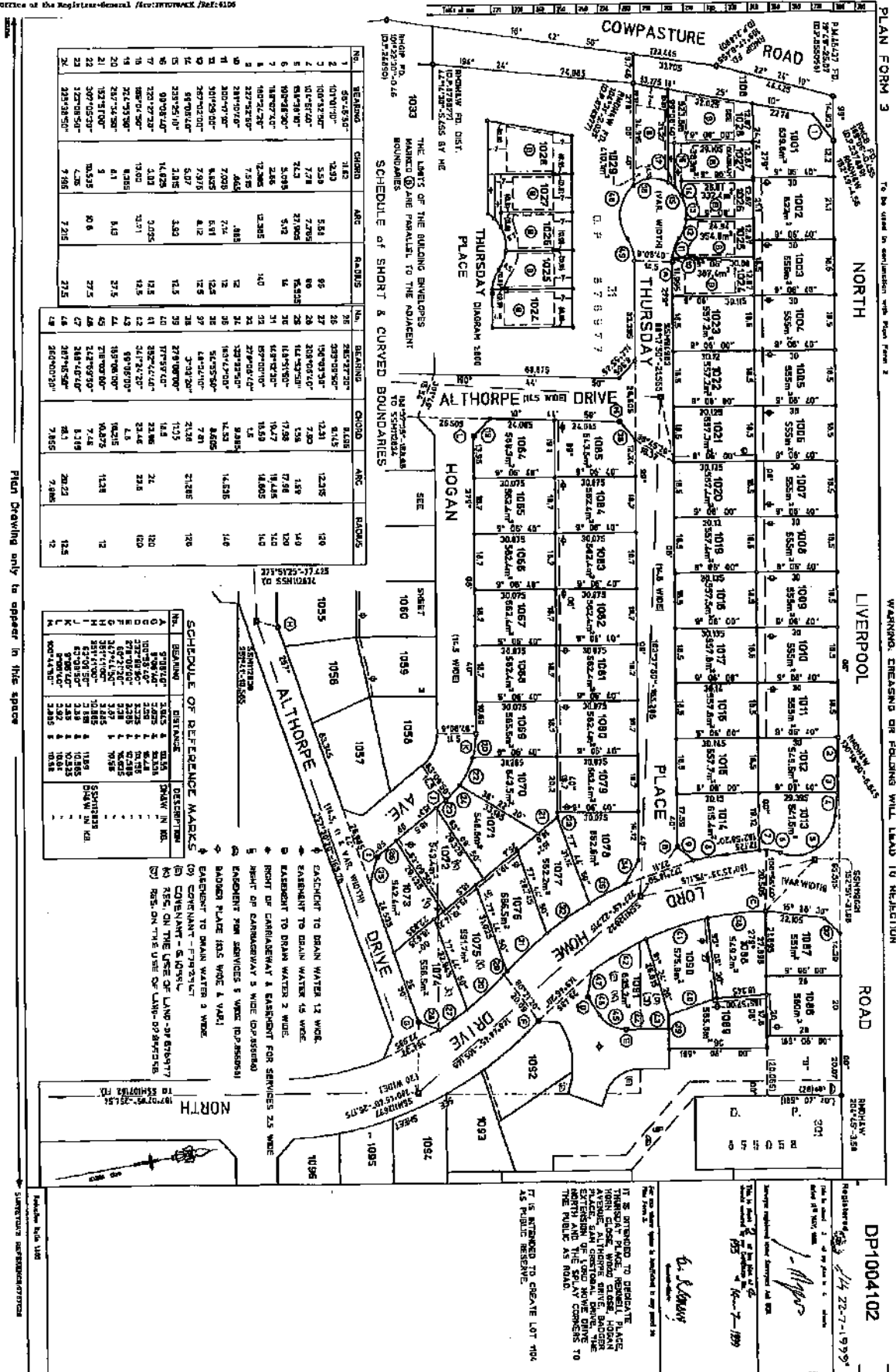


*James ...*  
Director

*Shooduan ...*  
Secretary

Registered ... *6.5.98*





Plan Drawing only to appear in this space





**INSTRUMENT SETTING OUT TERMS OF EASEMENTS & RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT,  
1919**

Sheet 1 of 10 Sheets

PLAN:

DP 1004102

Plan of subdivision of Lot 317 DP 855058,  
Lots 23,24 & 25 DP 876977, Lot 3 DP 24890  
Lots 44,45 & 46 DP 877301, Lots 52,53 & 54  
DP 877300 & Lot 2087 DP 877148 being the  
Land covered by Council's Certificate No.  
*153 of 14-7-1999*

Full name and address  
of proprietor of the  
land:-

Kordan Pty Limited A.C.N. 003 539 375  
59 Cherrybrook Avenue, Lansvale

Full name and address  
of Mortgagor of the  
land:-

Australia & New Zealand Banking Group Limited  
Esanda Finance Corporation Limited  
1 Market Street, Sydney NSW 2000

Part 1

1. Identity of Easement or  
Restriction firstly  
referred to in the  
abovementioned plan:

EASEMENT TO DRAIN WATER 1.2 WIDE

Lots Burdened

Lot, name of road or  
authority benefited

1063  
1062  
1061  
1060  
1059

1062,1061,1060,1059,1058  
1061,1060,1059,1058  
1060,1059,1058  
1059,1058  
1058

1072  
1075  
1076

1075,1076,1077  
1076,1077  
1077

1079  
1080  
1081

1078  
1078, 1079  
1078, 1079, 1080

1090

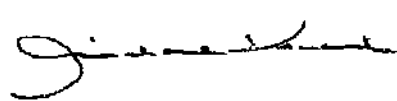
1089,1086 & area designated "D"  
in Lot 1107

1089

1086 & area designated "D"  
in Lot 1107

1086

area designated "D"  
in Lot 1107



INSTRUMENT SETTING OUT TERMS OF EASEMENTS & RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,  
1919

Sheet 2 of 10 Sheets

PLAN: DP 1004102

Plan of subdivision of Lot 317 DP 855058,  
Lots 23,24 & 25 DP 876977, Lot 3 DP 24890  
Lots 44,45 & 46 DP 877301, Lots 52,53 & 54  
DP 877300 & Lot 2087 DP 877148 being the  
Land covered by Council's Certificate No.

153 of 14-7-1999

2. Identity of Easement or  
Restriction secondly  
referred to in the  
abovementioned plan:

EASEMENT TO DRAIN WATER 1.5 WIDE

Lots Burdened

Lot, name of road or  
authority benefited

1085  
1084  
1083  
1082

1084,1083,1082,1081,1080,1079,1078  
1083,1082,1081,1080,1079,1078  
1082,1081,1080,1079,1078  
1081,1080,1079,1078

3. Identity of Easement or  
Restriction thirdly  
referred to in the  
abovementioned plan:

EASEMENT TO DRAIN WATER 2 WIDE

Lots Burdened

Lot, name of road or  
authority benefited

1021

1001,1002,1003,1004,1005,1006,  
1007,1008,1009,1010,1011,1012

4. Identity of Easement or  
Restriction fourthly  
referred to in the  
abovementioned plan:

EASEMENT TO DRAIN WATER  
2.5 WIDE

Lots Burdened

Lot, name of road or  
authority benefited

1036  
1037

1037,1038  
1038

1043

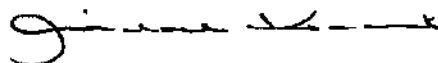
1042,1041,1036,1037,1038 and  
Lots 42 & 43 DP 877301

1042

1041,1036,1037,1038 and  
Lots 42 & 43 DP 877301

1041

1036,1037,1038 and  
Lots 42 & 43 DP 877301



INSTRUMENT SETTING OUT TERMS OF EASEMENTS & RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,  
1919

Sheet 3 of 10 Sheets

PLAN: DP1004102

Plan of subdivision of Lot 317 DP 855058,  
Lots 23,24 & 25 DP 876977, Lot 3 DP 24890  
Lots 44,45 & 46 DP 877301, Lots 52,53 & 54  
DP 877300 & Lot 2087 DP 877148 being the  
Land covered by Council's Certificate No.  
153 of 14-7-1999

5. Identity of Easement or  
Restriction fifthly  
referred to in the  
abovementioned plan:

EASEMENT TO DRAIN WATER 3 WIDE

Lots Burdened

Lot, name of road or  
authority benefited

1002  
1003  
1004  
1005  
1006  
  
1007  
1008  
1009  
1010  
1011

1001  
1001,1002  
1001,1002,1003  
1001,1002,1003,1004  
1001,1002,1003,1004,1005  
1007,1008,1009,1010,1011,1012  
1008,1009,1010,1011,1012  
1009,1010,1011,1012  
1010,1011,1012  
1011,1012  
1012

1092

areas designated "A" "B" & "C" in  
Lot 1107 and Lots 301,302,303,304  
& 316 DP 855058

6. Identity of Easement or  
Restriction sixthly  
referred to in the  
abovementioned plan:

EASEMENT FOR PADMOUNT SUBSTATION  
2.75 WIDE

Lots Burdened

Lot, name of road or  
authority benefited

1104

Integral Energy Australia

7. Identity of Easement or  
Restriction seventhly  
referred to in the  
abovementioned plan:

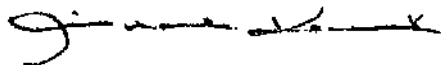
EASEMENT FOR UNDERGROUND CABLES  
1 WIDE

Lots Burdened

Lot, name of road or  
authority benefited

1094  
1104

Integral Energy Australia  
Integral Energy Australia



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS & RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,  
1919**

Sheet 4 of 10 Sheets

PLAN: DP1004102.

Plan of subdivision of Lot 317 DP 855058,  
Lots 23,24 & 25 DP 876977, Lot 3 DP 24890  
Lots 44,45 & 46 DP 877301, Lots 52,53 & 54  
DP 877300 & Lot 2087 DP 877148 being the  
Land covered by Council's Certificate No.  
*153 of 14-7-1999*

8. Identity of Easement or  
Restriction eightly  
referred to in the  
abovementioned plan:

RIGHT OF CARRIAGEWAY &  
EASEMENT FOR SERVICES 2.5  
WIDE

Lots Burdened

Lot, name of road or  
authority benefited

1027  
1028

1028  
1027

9. Identity of Easement or  
Restriction ninthly  
referred to in the  
abovementioned plan:

RESTRICTION(S) ON THE USE  
OF LAND

Lots Burdened

Lot, name of road or  
authority benefited

1026  
1027  
1028  
1029

1027,1028,1029  
1026, 1028,1029  
1026,1027, 1029  
1026,1027,1028

10. Identity of Easement or  
Restriction tenthly  
referred to in the  
abovementioned plan:

RESTRICTION(S) ON THE USE  
OF LAND

Lots Burdened

Lot, name of road or  
authority benefited

Every lot except Lots  
1104, 1105, 1106 & 1107

Liverpool City Council

11. Identity of Easement or  
Restriction eleventhly  
referred to in the  
abovementioned Plan:

RESTRICTION(S) ON THE USE  
OF LAND

Lots Burdened

Lot, name of road or  
authority benefited

Every lot  
Except Lots  
1104, 1105, 1106 & 1107

Every other lot  
Except Lots  
1104,1105,1106,1107

B:\kor-10368: 9/7/99 "F"



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS & RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,  
1919**

Sheet 5 of 10 Sheets

DP1004102

Plan of subdivision of Lot 317 DP 855058,  
Lots 23,24 & 25 DP 876977, Lot 3 DP 24890  
Lots 44,45 & 46 DP 877301, Lots 52,53 & 54  
DP 877300 & Lot 2087 DP 877148 being the  
Land covered by Council's Certificate No.  
*153 of 14-7-1999*

12. Identity of Easement or  
Restriction twelfthly  
referred to in the  
abovementioned Plan:

RESTRICTION(S) ON THE USE  
OF LAND

Lots Burdened

Lot, name of road or  
authority benefited

1024,1025,1026,1027,1028,  
1029,1041,1042,1043

Liverpool City Council

13. Identity of Easement or  
Restriction thirteenthly  
referred to in the  
abovementioned Plan:

POSITIVE COVENANT

Lots Burdened

Lot, name of road or  
authority benefited

1001  
1028  
1029  
1033  
1034  
1035  
1036  
1041  
1042  
1043

Liverpool City Council  
Liverpool City Council  
Liverpool City Council  
Liverpool City Council  
Liverpool City Council  
Liverpool City Council  
Liverpool City Council  
Liverpool City Council  
Liverpool City Council  
Liverpool City Council

14. Identity of Easement or  
Restriction fourteenthly  
referred to in the  
abovementioned Plan:

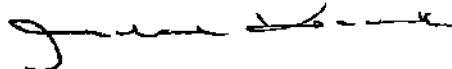
RESTRICTION(S) ON THE USE  
OF LAND

Lots Burdened

Lot, name of road or  
authority benefited

1001  
1028  
1029  
1033  
1034  
1035  
1036  
1041  
1042  
1043

Liverpool City Council  
Liverpool City Council  
Liverpool City Council  
Liverpool City Council  
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Liverpool City Council  
Liverpool City Council  
Liverpool City Council



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS & RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,  
1919**

Sheet 6 of 10 Sheets

PLAN: DP1004102

Plan of subdivision of Lot 317 DP 855058,  
Lots 23,24 & 25 DP 876977, Lot 3 DP 24890  
Lots 44,45 & 46 DP 877301, Lots 52,53 & 54  
DP 877300 & Lot 2087 DP 877148 being the  
Land covered by Council's Certificate No

153 of 14-7-1995

15. Identity of Easement or  
Restriction Fifteenthly  
referred to in the  
abovementioned Plan:

POSITIVE COVENANT

Lots Burdened

Lot, name of road or  
authority benefited

1027  
1028

1028  
1027

Part 2

Name of person/s empowered to release, vary or modify Easement to Drain  
Water 1.2 Wide firstly referred to; Easement to Drain Water 1.5 Wide  
secondly referred to; Easement to Drain Water 2 wide thirdly referred to  
and Easement to Drain Water 2.5 wide fourthly and Easement to Drain Water  
3 Wide fifthly referred to in the abovementioned plan.

Name of person whose consent is required to release, vary or modify the  
easement firstly, secondly, thirdly, fourthly and fifthly referred to in  
the abovementioned Plan is the Council of Liverpool without the consent of  
any other person or persons PROVIDED THAT any consent that may be given  
shall be made and done in all respects at the cost and expense of the  
person or persons requesting such consent.

Terms of Easement for Padmount Substation 2.75 Wide sixthly referred to in  
the abovementioned Plan:

An Easement for padmount substation in the terms set out in Memorandum  
3021852 filed in the Land Titles Office on behalf of Integral Energy  
Australia.

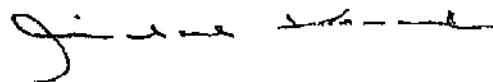
Terms of Easement for Underground Cables 1.00 Wide seventhly referred to  
in the abovementioned Plan:

An Easement for underground cables in the terms set out in Memorandum  
3021851 filed in the Land Titles Office on behalf of Integral Energy  
Australia.

Terms of Restriction on the use of land ninethly referred to in the  
abovementioned Plan:

No fence shall be erected forward of the building line as determined by  
Liverpool City Council on the common boundary of Lots 1026 and 1027; 1027  
and 1028; and 1028 and 1029.

B:\Kor-10368: 9/7/99 "F"



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS & RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,  
1919**

Sheet 7 of 10 Sheets

PLAN: DP1004102 Plan of subdivision of Lot 317 DP 855058,  
Lots 23,24 & 25 DP 876977, Lot 3 DP 24890  
Lots 44,45 & 46 DP 877301, Lots 52,53 & 54  
DP 877300 & Lot 2087 DP 877148 being the  
Land covered by Council's Certificate No

**Terms of Restriction on the use of land tenthly referred to in the  
abovementioned Plan:**

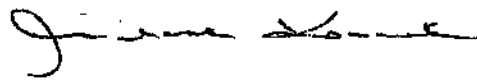
No building shall be erected on the land hereby burdened unless the footings or raft slab or both of them (as the case may be) has been designed in accordance with the Australian Standard AS2870 "Residential Slabs and Footings" and such design has been approved by the Liverpool City Council.

Name of person who is empowered to release vary or modify this restriction tenthly referred to in the abovementioned plan is the Liverpool City Council without the consent of any other person or persons PROVIDED THAT any consent that may be given shall be made and done in all respects at the cost and the expense of the person or persons requesting such consent.

In favour of any person dealing with the registered proprietor of any lot any dwelling house previously erected on such lot in respect to which Liverpool City Council has issued a Building Certificate shall be deemed to have been erected in accordance with this restriction.

**Terms of Restriction on the use of land eleventhly referred to in the  
abovementioned Plan:**

- (a) No main building to be used as a dwelling house shall be erected on any lot the external walls of which shall consist of materials other than brick, brick veneer, fibrous cement or timber or any combination of the same but not more than 20% of the external surface shall be of fibrous cement or timber or any combination of the same. Nothing in this clause shall be deemed to prevent the erection of a building having internal walls or an internal frame of timber or other material and external walls of brick, fibrous cement or timber or any combination of the same as aforesaid nor the use of glass for any window or other purpose in such external walls or the use of fibrous cement or timber or any combination of the same in any eaves or gables. Nothing herein shall prevent the erection of a separate garage having a pitched roof and with walls or roof or both of them constructed of non-reflective colourbond metal sheeting (or of a material of a similar appearance).
- b) No building shall be erected on any lot having a flat roof or a roof of corrugated iron or fibro cement unless the design thereof be first approved by Kordan Pty Limited.
- (c) No privy shall be erected on any lot in a conspicuous place or position and if same is visible from the road or other lots in the subdivision it shall be screened.



INSTRUMENT SETTING OUT TERMS OF EASEMENTS & RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,  
1919

Sheet 8 of 10 Sheets

PLAN: DP1004102

Plan of subdivision of Lot 317 DP 855058,  
Lots 23,24 & 25 DP 876977, Lot 3 DP 24890  
Lots 44,45 & 46 DP 877301, Lots 52,53 & 54  
DP 877300 & Lot 2087 DP 877148 being the  
Land covered by Council's Certificate No

- 153 of 14-7-1999
- (d) No garage or outbuilding shall be erected or permitted to remain on any lot except until or concurrently with the erection of the main building.
  - (e) No earth stone or trees shall be removed or excavated from any lot except where such removal or excavation is necessary for the erection of a building or structure or the safety of the occupants or the prospective occupants thereof, or for the construction of a swimming pool pursuant to the approval of the Liverpool City Council in respect thereto.
  - (f) No tree standing on any lot shall be lopped or ringbarked or removed without the prior consent of the Liverpool City Council.
  - (g) That no fence shall be erected on the lot burdened to divide it from any adjoining land owned by Kordan Pty Limited its successors or assigns other than purchasers on sale without the consent of Kordan Pty Limited but such consent shall not be withheld if such fence is erected without expense to Kordan Pty Limited its successors and assigns and in favour of any person dealing with the lot such consent shall be deemed to have been given in respect to every such fence for the time being erected.
  - (h) Not more than one main building or more than one dwelling house shall be erected or permitted to remain on any lot unless the design thereof be first approved by Kordan Pty Limited.
  - (i) No building or other improvement shall be erected on any lot designed for use as more than one separate dwelling unless the design thereof be first approved by Kordan Pty Limited.
  - (j) No further subdivision of any lot whether by way of Deposited Plan, Strata Plan, Neighbourhood Plan or any other plan shall be effected unless the approval of Kordan Pty Limited be first obtained thereto.

The person or persons having the right to release vary or modify any restrictions alevnthly referred to is Kordan Pty Limited without any further consent.

In favour of any person dealing with the registered proprietor of a lot any consent by Kordan Pty Limited required by any of the Restrictions herein shall be deemed to have been given in respect of any building previously erected thereon.



INSTRUMENT SETTING OUT TERMS OF EASEMENTS & RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,  
1919

Sheet 9 of 10 Sheets

PLAN: DP1004102

Plan of subdivision of Lot 317 DP 855058,  
Lots 23,24 & 25 DP 876977, Lot 3 DP 24890  
Lots 44,45 & 46 DP 877301, Lots 52,53 & 54  
DP 877300 & Lot 2087 DP 877148 being the  
Land covered by Council's Certificate No  
*153 of 14-7-1999*

Terms of Restriction on the use of land twelfthly referred to in the  
abovementioned Plan:

No building to be used as a dwelling or otherwise for residential purposes shall be erected on the land hereby burdened otherwise than within the area designated "B". This restriction shall not apply to the eaves, gutters and other overhangs of such building which can be located outside the said area designated "B" to the extent permitted by Liverpool City Council.

Name of person who is empowered to release vary or modify this restriction twelfthly referred to in the abovementioned plan is the Liverpool City Council without the consent of any other person or persons PROVIDED THAT any consent that may be given shall be made and done in all respects at the cost and the expense of the person or persons requesting such consent.

In favour of any person dealing with the registered proprietor of any lot any dwelling house previously erected on such lot in respect to which Liverpool City Council has issued a Building Certificate shall be deemed to have been erected in accordance with this restriction.

Terms of Positive Covenant thirteenthly referred to in the abovementioned  
Plan:

The proprietors of the lot burdened covenant and agree that:-

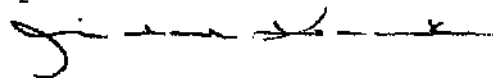
- (a) A fence is to be erected and maintained along the rear boundary of the lot burdened facing Cowpasture Road in accordance with Plans approved by Liverpool City Council for that purpose.
- (b) Such fencing shall not be removed, damaged, destroyed or permitted to fall into disrepair.

The person or authority who is empowered to release vary or modify this positive covenant thirteenthly referred to in the abovementioned plan is the Liverpool City Council without the consent of any other person or persons PROVIDED THAT any consent that may be given shall be made and done in all respects at the cost and the expense of the person or persons requesting such consent.

Terms of Restriction on the use of land fourteenthly referred to in the  
abovementioned Plan:

There shall be no direct vehicular or pedestrian access to Cowpasture Road and no part of the lot burdened or structure erected thereon shall be used or shall be capable of use for that purpose.

B:\Kor-10368: 9/7/99 "F"



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS & RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Sheet 10 of 10 Sheets

PLAN: DP 1004102

Plan of subdivision of Lot 317 DP 855058, Lots 23,24 & 25 DP 876977, Lot 3 DP 24890 Lots 44,45 & 46 DP 877301, Lots 52,53 & 54 DP 877300 & Lot 2087 DP 877148 being the Land covered by Council's Certificate No

153 of 14-7-1999

The person or authority who is empowered to release vary or modify this RESTRICTION fourteenthly referred to in the abovementioned plan is the Liverpool City Council without the consent of any other person or persons PROVIDED THAT any consent that may be given shall be made and done in all respects at the cost and the expense of the person or persons requesting such consent.

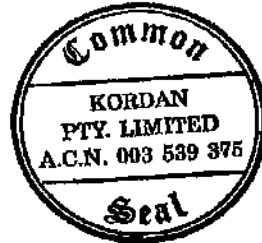
**Terms of Positive Covenant fifteenthly referred to in the abovementioned Plan:**

The Proprietors of the lot burdened covenant and agree that:-

The common driveway is to be maintained in a proper and useable condition in accordance with the plans approved for the construction thereof by Liverpool Council and the costs thereof is to be shared equally by the registered proprietors for the time herein of the two Lots burdened.

The person or authority who is empowered to release vary or modify this positive covenant fifteenthly referred to in the abovementioned plan is the Council of the City Liverpool without the consent of any other person or persons PROVIDED THAT any consent that may be given shall be made and done in all respects at the cost and the expense of the person or persons requesting such consent.

THE COMMON SEAL OF KORDAN PTY LIMITED  
A.C.N. 003 539 375 was hereunto  
affixed by authority of the Board  
in the presence of:-



*Jana* ..... Director  
*Shoobman* ..... Secretary

EXECUTED BY ESANDA FINANCE CORPORATION LIMITED A.C.N. 004 346 043 by being signed, sealed and delivered by its Attorney *John George Horrocks* (who certifies that he is the *John George Horrocks* in the New South Wales Division of Esanda Finance Corporation Limited) pursuant to Power of Attorney registered No. 157 Book 4143, in the presence of:

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
A.C.N. 005 357 522  
by its Attorney

*John*  
*John George Horrocks*  
20/1 MARKET STREET  
SYDNEY  
BANK OFFICER

and I, the said Attorney state that I have not received any notice of the revocation of the Power of Attorney registered in the Office of the Registrar General Sydney as Book 4041 No. 878 under which this document is executed.  
ACTING/MANAGER BRANCH SECURITIES FOR THE TIME BEING OF AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

B:\Kor-10368: 9/7/99 "F"

REGISTERED 14/22-7-1999

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

**Ref.:** 6106:84186  
**Ppty:** 61095

**Cert. No.:** 2262

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

**Receipt No.:** 4402443  
**Receipt Amt.:** 53.00  
**Date:** 05-Nov-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 1085 DP 1004102

**Street Address:** 16 THURSDAY PLACE, GREEN VALLEY NSW 2168

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

**Note: Commonly Used Abbreviations:**

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



**1. Names of relevant planning instruments and DCPs**

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

LEPs:

Liverpool LEP 2008

SEPPs\*:

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

Deemed SEPPs\*:

Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment

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

Draft LEPs:

N/A

Draft SEPPs\*:

Draft SEPP (Competition) 2010

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

Liverpool DGP 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 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 4 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 2018 - Established Area

### **9A. Biodiversity certified land\***

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

No

### **10. Biobanking agreements\***



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

No

**10A. Native vegetation clearing set asides**

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

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

**11. Bushfire prone land**

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

No

**12. Property vegetation plans\***

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

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

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

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

No, Council has not been notified of an order

**14. Directions under Part 3A\***

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

No

**15. Site compatibility certificates and conditions for seniors housing\***

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

No, Council has not been notified of an order

**16. Site compatibility certificates for infrastructure\***

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

No, Council has not been notified of an order

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

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

No, Council has not been notified of an order.

**18. Paper subdivision information\***

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

No

**19. Site verification certificates\***

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

No, Council is not aware of a site verification certificate

**20. Loose-fill asbestos insulation \***

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

No

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

**21. Affected building notices and building product rectification orders\***

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

No

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

No

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

No

## 22. Contaminated land

Is the land:

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

No

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

No

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

No

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

No

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

No

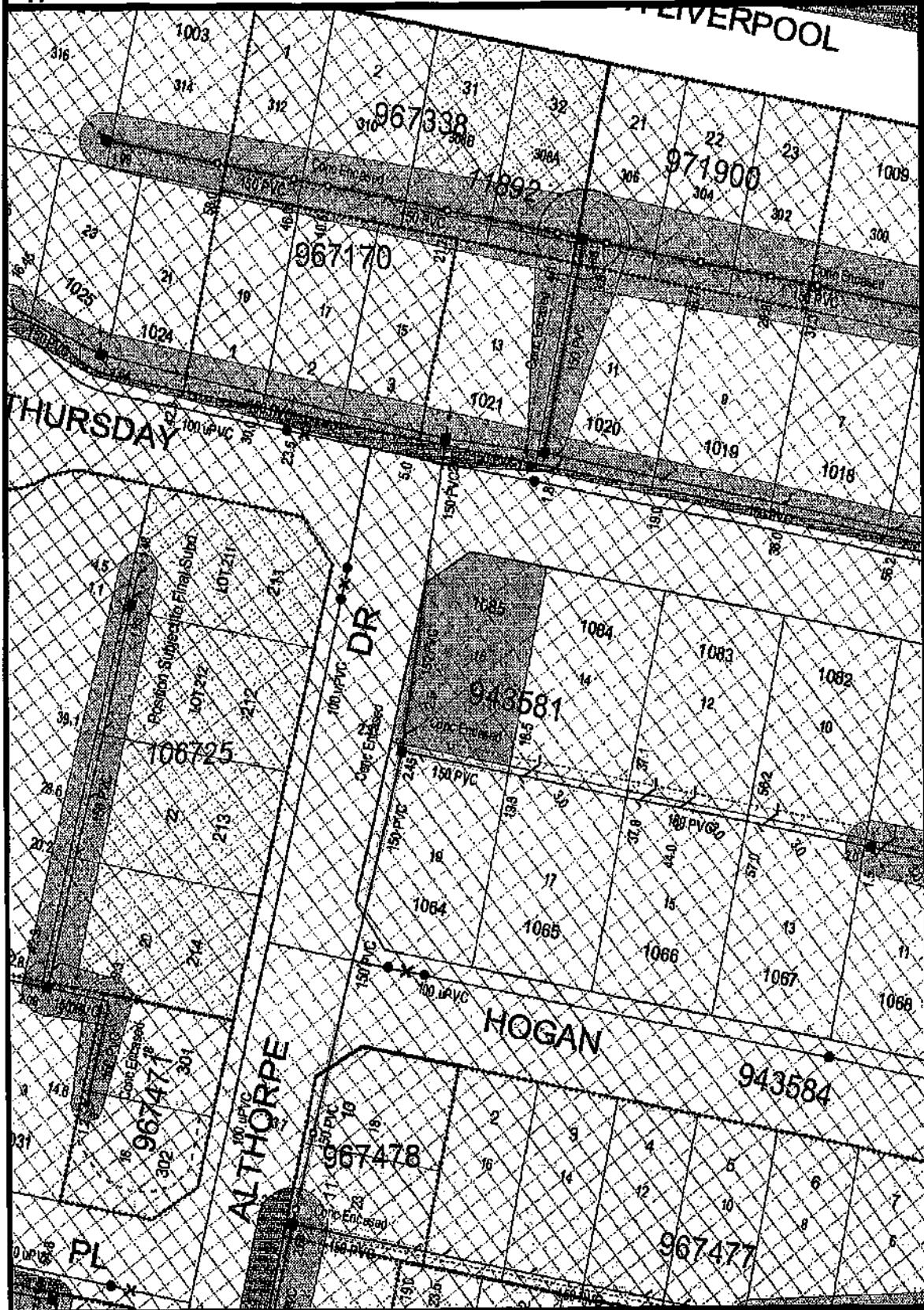
Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997.



Kiersten Fishburn  
Chief Executive Officer  
Liverpool City Council

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





NOTE This diagram only indicates availability of 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, manholes 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 service shown hereon are approximately only.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

- Possession and tenancies**
1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
  2. Is anyone in adverse possession of the Property or any part of it?
  3.
    - (a) What are the nature and provisions of any tenancy or occupancy?
    - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
    - (c) Please specify any existing breaches.
    - (d) All rent should be paid up to or beyond the date of completion.
    - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
    - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
  4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
  5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
    - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
    - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.
- Title**
6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
  7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
  8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
  9. When and where may the title documents be inspected?
  10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.
- Adjustments**
11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
  12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
    - (a) to what year has a return been made?
    - (b) what is the taxable value of the Property for land tax purposes for the current year?
  13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.
- Survey and building**
14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
  15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
  16.
    - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
    - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
    - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    - (e) In respect of any residential building work carried out in the last 7 years:
      - (i) please identify the building work carried out;
      - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;  
 (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the sale:
- did its installation or construction commence before or after 1 August 1990?
  - has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- To whom do the boundary fences belong?
  - Are there any party walls?
  - If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations**
20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
21. Is the vendor aware of:
- any road, drain, sewer or storm water channel which intersects or runs through the land?
  - any dedication to or use by the public of any right of way or other easement over any part of the land?
  - any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- any resumption or acquisition or proposed resumption or acquisition?
  - any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
  - any sum due to any local or public authority? If so, it must be paid prior to completion.
  - any realignment or proposed realignment of any road adjoining the Property?
  - any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
- Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - If so, do any of the connections for such services pass through any adjoining land?
  - Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?
- Capacity**
25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the, registered power of attorney should be produced and found in order.
28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.