

93 Kendall Drive
Casula NSW 2170

Draft Contract

McGrath

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath Estate Agents Liverpool 265B Macquarie Street, Liverpool NSW 2170 Email: jessicabaron@mcgrath.com.au	Phone: 9824 1100 Fax: 9824 1120 Ref: Jessica Baron
vendor	Douglas Edward Whiting and Florence Felecia Searle 93 Kendall Drive, Casula NSW 2170	
vendor's solicitor	SH Convey Pty Ltd t/as Sheree Hayden Conveyancing 71 Campbellfield Avenue, Bradbury NSW 2560 PO Box 4176, Bradbury NSW 2560 Email: sheree@shconveyancing.com.au	Phone: 02 4626 7127 Fax: 02 8078 6633 Ref: SH:TN:1208204309
date for completion	See Special Condition 22	
land (address, plan details and title reference)	93 Kendall Drive, Casula NSW 2170 Lot 35 in Deposited Plan 841270 Folio Identifier 35/841270	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Awning, Pergola	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> other: Alarm System, Ducted Air-Conditioning, Shelving, Cooktop, Oven, Garden Shed,	
exclusions	Garden Ornaments/Pots, TV Brackets in Kitchen,	
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
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purchaser JOINT TENANTS tenants in common in unequal shares **witness**

Choices

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

Nominated Electronic Lodgement Network (ELN) (clause 30):
Electronic transaction (clause 30)

no YES

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment)

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

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

GSTRW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

<p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate 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 checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</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>Home Building Act 1989</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>Swimming Pools Act 1992</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>Strata or community title (clause 23 of the contract)</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 disclosure statement - off-the-plan contract</p> <p><input type="checkbox"/> 58 other document relevant to off-the-plan contract</p> <p>Other</p> <p><input type="checkbox"/> 59</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.

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

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-SWIMMING POOLS

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992* . Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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 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.

WARNING – 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.

WARNING Cooling off period (Purchaser’s rights)

Option Agreements

1. This is the statement required by section 66ZH of the *Conveyancing Act 1919* and applies to an option to purchase residential property.
2. The purchaser may rescind the option at any time before 5 pm on the fifth business day after the day on which the option was granted, **EXCEPT** in the circumstances listed in paragraph 3.
3. There is **NO COOLING OFF PERIOD**—
 - (a) if, at or before the time the option is granted, the purchaser gives to the vendor (or the vendor’s solicitor or agent) a certificate that complies with section 66ZF of the Act, or
 - (b) if the option is granted on the same day as the property was offered for sale by public auction but passed in.
4. A purchaser exercising the right to cool off by rescinding the option 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 in relation to the option or from any deposit paid in relation to the purchase of the property and the purchaser is entitled to a refund of any balance.

SPECIAL CONDITIONS

In the event of a conflict between the standard printed conditions of the Agreement and these further "special conditions" then these further special conditions will prevail.

1. Release of the Deposit

- a) The purchaser hereby authorises the agent by way of irrevocable authority which is granted upon the signing of this contract, to release the deposit held by them to the vendor's representative for use within the PEXA Workspace (*Digital Online Settlement Portal*) at the time of completion, provided such request is issued in writing and the funds are held in escrow within the vendor's conveyancers trust account, and disbursed at the time of completion;

2. Interest for late completion

- a) It is agreed completion shall occur on or before the completion date set out in this Contract and this is an essential term of this contract;
- b) If the purchasers are not able to complete the contract by the date required for any reason other than the delay by the vendor, the purchasers will pay liquidated damages to the vendor at an amount of 10% per annum on the balance of the purchase price outstanding from the date of completion up to and including the actual date of completion (both dates inclusive) without prejudice to the vendor's other rights to damages, by virtue of default of the purchaser under this contract.
- c) The amount indicated in special condition 33(b), is considered a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of the purchase money due and payable on completion. The Purchaser shall not be entitled to require the Vendor to complete the contract unless the liquidated damages and any other payments required under this contract are paid to the Vendor upon completion.

3. Capacity

- a) Notwithstanding any rule of law or equity to the contrary should either party prior to completion:
 - i. Die, be declared mentally ill, be convicted or incarcerated for a criminal offence and/or be declared bankrupt prior to completion, then either party may, rescind this contract by notice in writing to the other party, their solicitor or conveyancer and the provisions of Clause 19 herein shall apply; and
 - ii. Being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enter into any deed of company arrangement or scheme of arrangements with its creditors, then the first party will be in default under this contract, then the vendor shall be entitled to rescind this contract by notice in writing and the provisions of clause 19 herein shall apply.

4. Notice to Complete

- a) Should any event arise entitling either party to issue a Notice to Complete, then the parties agree a period of fourteen (14) days commencing the day after the date of service of the notice, making time of the essence, shall be deemed as sufficient notice;
- b) If the vendor is required to issue a Notice to Complete to ensure completion of the contract, the purchaser shall reimburse the vendor the additional legal charges and other costs associated with the issuing of the Notice to Complete, which are estimated as \$300.00 plus GST;
- c) The Purchaser shall not be entitled to require the Vendor to complete the contract unless such costs are paid to the Vendor upon completion;
- d) Should the need arise for a Notice to Complete to be issued, it is agreed service of such notice may be provided by way of electronic delivery by either facsimile or email transmission. Such Notice is deemed to have been served and sufficient, if it is served by way of email or facsimile by 5.00pm on a business day.

5. Settlement Cancellation

- a) The parties agree if a completion of the matter is booked and then subsequently cancelled or delayed after the booking has been made through no fault of the vendor, the purchaser is required to pay the sum of \$150.00 plus GST for the costs of each completion cancellation or delay and the rescheduling of same to ensure completion occurs. It is acknowledged this is a true and realistic estimate of costs caused to the vendor due to any such re-booking & cancellations;

6. Improvements and inclusions

- a) The vendor does not make any representation or warranty about the state of repair or condition of the improvements and it is acknowledged the property is sold in an "AS IS" condition;
- b) The purchaser agrees the inclusions located at the subject property whether noted or not on the contract for sale of land are sold in "AS IS" condition, the purchaser is required to accept all inclusions in their current condition and state of repair as at the date of this contract;
- c) The purchaser acknowledges they have inspected the property, improvements and inclusions. The purchaser confirms they are purchasing same in their present condition. The vendor is not responsible for mechanical breakdown in, or fair wear and tear to, the inclusions or the property which occurs after the date of this contract, and
- d) The Purchaser must accept the property on completion with all defects both latent and patent, if any; and
- e) The Purchaser cannot make a claim, objection, requisition, rescind, terminate or delay completion in respect hereof;
- f) The Purchaser cannot require the Vendor to apply for a Building Certificate from the Local Council; and
- g) If the Purchaser applies for a Building Certificate from the Local Council and the Council issues a Notice, refuses to issue the Certificate for any reason and informs the Purchaser of work to be done before it will issue the Certificate, the Purchaser must comply with the Notice, remedy the reason or do the work at his/her expense.

7. Statement of Title

- a) A sufficient statement of the vendor's title shall be deemed included in the description of the property hereinbefore appearing and such statement shall have been deemed to have been given to the purchaser at the date hereof.

8. Representations

- a) The Purchaser does not rely upon any warranty, representation or inducement made by any party, except those which are expressly provided in this Contract. The Purchaser acknowledges he/she has relied entirely upon his/her own enquiries, knowledge, and investigations and upon any inspection by him/her of the property.
- b) The Purchaser cannot rely upon any document, representation, agreement or arrangement, whether in writing or oral, to constitute an amendment to this Contract, unless such is formalised between the party's respective legal representative and included within this contract by way of special condition.

9. Warranty by purchaser as to Real Estate Agent

- a) The Purchaser warrants that he/she was not introduced to the Vendor and/or the subject property by or through any agent other than the agent shown as the "Vendor's Agent" on the front page of this contract and should any other real estate agent make a successful claim for commission against the vendor in respect of this matter then the purchaser shall indemnify and keep indemnified the Vendor against all claims & such commissions and in respect of all costs of and incidental to such a claim for commission incurred by the vendor. It is acknowledged that this Clause shall not merge on completion.

10. Additional Clauses

- a) Clause 2.4 is amended by inserting the words "or Electronic Funds Transfer" after the word "cheque"
- b) Clause 5.1 & 5.2.3 shall be deleted.
- c) Clause 7.1.1 is amended to indicate "any amount claimed in lieu of 5% "
- d) Clause 16.8 shall be deleted.
- e) Clause 16.5 delete the words "Plus another 20% of that fee."
- f) Clause 23.13 & 23.14 is deleted.
- g) Clause 23.6 is deleted in its entirety.

11. Keys

- a) Upon completion the vendor will provide the purchaser with all keys in vendor's possession. The purchaser will make no objection, requisition or claim for compensation with respect to the availability or otherwise of any other keys to the property.

12. Vendor's additional disclosure regarding Planning Certificate

- a) The purchaser agrees to accept the Planning Certificate issued by the Local Council attached to this contract and acknowledges they must rely on their own enquiries in relation to the suitability of the land.

13. Removal of Registrable Documents

- a) The vendor is not required to register any Mortgage or Mortgages, Writ or Writs, Notice of Death, Transmission application or Change of Name and/or remove any Caveat or Caveats prior to completion and the purchaser shall accept on completion any Discharge of Mortgage for such mortgages, Writ or Writs or a Withdrawal of Caveat or Caveats, Notice of Death, Transmission application or Change of Name documents in registrable form together with an allowance for the fees payable to the Land and Property Information Service.

14. Drainage Diagram

- a) The vendor warrants and the purchaser, acknowledges the diagram attached to this, contract is the only diagram available for the property from the relevant water authority at the date of this contract. The purchaser agrees to make no objection, requisition or claim for compensation in respect of any matter disclosed therein or ascertainable therefrom;

15. Vendor Disclosure

- a) Attached to this contract are copies of the Vendor Disclosure Documents.
- b) The vendor makes no warranty or representation as to the correctness of completeness or accuracy of any of the Vendor Disclosure Documents
- c) The Purchaser cannot make a claim, objection or requisition or rescind or terminate the contract in respect of anything referred to or disclosed in.
 - i. This Clause; or this Contract; or
- d) The vendor does not warrant compliance with the relevant legislation with respect to the construction, fitness for purpose or approval of the subject property.
- e) The purchaser hereby takes the property subject all defects (if any) whether latent, patent or statutory associated therewith and the purchaser shall not make any claim, objection or requisition regarding same, nor shall the purchaser be entitled to rescind or terminate this agreement as a consequence thereof.

16. Section 66S

- a) ~~If this contract is exchanged subject to the provisions of Section 66S, then the vendor reserves the right to extend the completion date by the time that has expired under the cooling off period or the vendor may elect to maintain the completion date incorporated within the contract. This is an essential term of the contract and not negotiable;~~
- b) ~~The vendor is to provide written notification within five (5) business days after the cooling off period has expired, if the completion date is to be extended and the length of time that extension will be, otherwise the date of the contract will remain as indicated. The vendor is not entitled to extend for any longer than the time expired under the cooling off period.~~
- c) ~~The purchaser shall not make any claim for compensation or objection regarding same, nor shall the purchaser be entitled to rescind, delay or terminate this agreement as a consequence of the vendor elect to extend the completion date.~~

17. Swimming Pool

- a) ~~If a Certificate of Non-Compliance Certificate is attached to this contract and informs, work is required to be done before a Compliance Certificate will be issued, the Purchaser must comply with any notice, remedy the issue or do the work at his/her expense in accordance with the certificate attached to this contract.~~
- b) ~~The Purchaser cannot make a claim, objection or requisition or rescind or terminate the contract in respect of any non-compliance certificate for the swimming pool or anything disclosed within this condition.~~

18. Adjustments

- a) The purchaser is required to serve upon the vendor a settlement adjustment sheet at least two (2) clear business days prior to completion. The purchaser must also attach supporting documents to the adjustment sheet that are claiming adjustments for at the time of submission;

19. Service of Notices

- A. A Notice or other communication including, but not limited to, any request, consent, approval or demand ("hereinafter referred to as communication") by a party to this Contract that complies with this special condition is regarded as served, given and received if it is delivered or sent by fax or email, when recorded by the sender and evidenced by a copy of a transmission report print out or delivery notification report unless:
 - i. Within 24 hours of sending the communication noted in condition 23(a) the recipient notifies the sender that the communication was received as incomplete or illegible;
 - ii. The transmission result report indicates non-transmission, failure delivery, faulty or incomplete transmission; or
 - iii. Is received after 5.00pm in which case the communication is then deemed to have been served on the next business day.
- B. If the communication is sent by Australia Post ("Mail") and is within Australia – being seven (7) business days after posting; or

20. Electronic Conveyancing

- A. The parties hereby agree to conduct the matter in accordance with the Transfer Guidelines and prepare the required documentation within the electronic workspace, as follows;
 - a) The required Transfer and Notice of Sale are required to be in preparation status a minimum of 14 days prior to completion;
 - b) The Transfer and Notice of Sale are required to be in prepared and ready to sign status a minimum of three (3) business days prior to completion.

- c) Should the Transfer not be prepared in accordance with the terms of this contract, the purchaser will reimburse the vendor legal costs associated with ensuring the Transfer is prepared in the sum of \$150.00 plus GST;

21. Completion

- A. It is noted that the vendor is purchasing a property and therefore, completion of this contract is required to be the earlier of;
 - a) Three (3) months from the date of this contract; or
 - b) 14 days from the date the vendor's representative notifies the purchaser or the purchaser's representative in writing, that they are able to proceed to completion;
- B. It is agreed between the parties that the vendor cannot require the purchaser to complete this contract earlier than the 35th day after the date of exchange.

22. Conditions of a sale by Auction

- 1. The following conditions are applicable to and in respect of the sale by auction of residential land;
 - a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
 - b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the bid that may be made by or on behalf of the seller/vendor;
 - c) The highest bidder is the purchaser, subject to any reserve price.
 - d) In the event of a dispute 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 interest of the seller/vendor;
 - f) A bidder is taken to be a principal unless, before bidding, the bidder has given 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 Contract for sale;
 - i) All bidders must be registered in the Bidders Record, identification must be sighted and recorded on behalf of the seller/vendor;
 - j) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller/vendor.
 - k) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller/vendor, the auctioneer must clearly state that the bid was made by or behalf of the seller/vendor or auctioneer; and
- l) Should the property be passed in at Auction, and a subsequent sale for the property be negotiated via the agent on the day of the auction, then that subsequent contract exchanged on the same date of the Auction is to be subject to Auction Terms and Conditions and will be considered to be a legally binding unconditional contract.



FOLIO: 35/841270

SEARCH DATE	TIME	EDITION NO	DATE
13/8/2020	2:05 PM	10	20/2/2017

LAND

LOT 35 IN DEPOSITED PLAN 841270
AT CASULA
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF MINTO COUNTY OF CUMBERLAND
TITLE DIAGRAM DP841270

FIRST SCHEDULE

DOUGLAS EDWARD WHITING
FLORENCE FELECIA SEARLE
AS TENANTS IN COMMON IN EQUAL SHARES (T 9943076)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B346454 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN PLAN
WITH B346454
- 3 DP830585 EASEMENT TO DRAIN WATER 1.2 WIDE APPURTENANT TO THE
PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 4 DP836944 RIGHT OF CARRIAGEWAY 3 WIDE APPURTENANT TO THE PART
SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 5 DP841270 EASEMENT TO DRAIN WATER 1.2 WIDE AFFECTING THE PART
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP841270 RESTRICTION(S) ON THE USE OF LAND
- 7 DP841270 POSITIVE COVENANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

Lengths are in metres

Sheet 1 of 11 sheets

Plan

DP 841270

PART 1

Plan of Subdivision of
 Lot 6662 in D.P. 838652 and
 Lot 661 in D.P. 840428 and
 Lot 1421 in D.P.840162 and
 Lot 1 in D.P. 583894 and
 Part Lot 30 and 31 in D.P. 15511
 and Lots 2 & 3 in D.P. 518662
 Covered by Clerks Certificate
 No....*122*.....of...*14-7-1994*.

Full name and address of
 Proprietors of the Land.

Christopher Young and Mary Edith Woods
 88 Violet Street
 Revesby 2212.

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

Easement to Drain Water 1.2 wide.

SCHEDULE OF LOTS, ETC. AFFECTED.

Lots Burdened

Lots, roads or Authority benefited

28
 35

27
 36

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

Easement to Drain Water 1.5 wide.

SCHEDULE OF LOTS, ETC. AFFECTED.

Lots Burdened

Lots, roads or Authority benefited

5
 6
 7
 8
 9
 10
 12
 24
 25
 29
 38
 39
 40
 41
 62
 34
 60
 61
 62
 64

4
 5 and 4
 6, 5 and 4
 7, 6, 5 and 4
 8, 7, 6, 5 and 4
 9, 8, 7, 6, 5 and 4
 10, 9, 8, 7, 6, 5 and 4
 23
 26, 24 and 23
 26, 25, 24 and 23
 37
 38 and 37
 41 and 42
 42
 33
 62 and 33
 34, 62 and 33
 62 & Lot 301 in DP 836944 Folio Identifier
 301/836944
 Lot 301 in DP 836944 Folio Identifier 301/836944
 Lot 660 in DP 840428 Folio Identifier 660/840428
 Lot 6025 in DP 830585 Folio Identifier
 6025/830585 and Lot 6024 in DP 830585 in Folio
 Identifier 6024/830585

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

to Drain Water 4.0 wide
 Easement for Drainage *4* wide

SCHEDULE OF LOTS, ETC. AFFECTED.

Lots Burdened

Lots, roads or Authority benefited

64

Liverpool City Council.

~~Approved by the Council of the City of Liverpool~~

General Manager/Authorised Person

Sturmanowicz



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

Lengths are in metres

Sheet 2 of 11 sheets

PART 1

Plan

DP 841270

Plan of Subdivision of
Lot 662 in D.P. 838652 and
Lot 661 in D.P. 840428 and
Lot 1421 in D.P. 840162 and
Lot 1 in D.P. 583894 and
Part Lot 30 and 31 in D.P. 15511
and Lots 2 & 3 in D.P. 518662
Covered by Clerks Certificate
No.122.....of...14...7...1994...

4. Identity of Easement fourthly Easement to Drain Water 9.5, 12.5,
referred to in the abovementioned plan. 13, 20 wide and variable.

SCHEDULE OF LOTS, ETC. AFFECTED.

Lots Burdened Lots, roads or Authority benefited
1 & 2 Liverpool City Council

5. Identity of Easement fifthly Easement for Electricity Purposes
referred to in the abovementioned plan. 2.75 wide

SCHEDULE OF LOTS, ETC. AFFECTED.

Lots Burdened Lots, roads or Authority benefited
38 Prospect Electricity

6. Identity of Easement sixthly Easement for Electricity Purposes
referred to in the abovementioned plan. 2.5 wide.

SCHEDULE OF LOTS, ETC. AFFECTED.

Lots Burdened Lots, roads or Authority benefited.
11 Prospect Electricity

7. Identity of Easement seventhly Easement for Services 9.5, 12.5, 13,
referred to in the abovementioned plan. 20 wide and variable.

SCHEDULE OF LOTS, ETC. AFFECTED.

Lots Burdened Lots, roads or Authority benefited.
1 and 2 Every other lot and Prospect Electricity.

8. Identity of Easement eighthly Easement for Water Supply, Works
referred to in the abovementioned plan. Access & Drainage 9.5, 12.5, 13, 20
wide and variable.

SCHEDULE OF LOTS, ETC. AFFECTED.

Lots Burdened Lots, roads or Authority benefited.
1, 2 and 62 Water Board

~~Approved by the Council of the City of Liverpool~~
~~General Manager/Authorised Person.~~

Kumanowicz

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

Lengths are in metres

Sheet 3 of 11 sheets

PART 1

Plan

DP 841270

Plan of Subdivision of Lot 6662 in D.P. 838652 and Lot 661 in D.P.840428 and Lot 1421 in D.P.840162 and Lot 1 in D.P. 583894 and Part Lot 30 and 31 in D.P. 15511 and Lots 2 & 3 in D.P. 518662 Covered by Clerks Certificate No.....122.....of...14...7...1994.

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

Right of Carriageway 9.5, 12.5, 13, 20 wide and variable.

SCHEDULE OF LOTS, ETC AFFECTED.

Lots Burdened

Lots, roads or Authority benefited.

1 and 2

Every other Lot and Liverpool City Council.

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

Restriction on Use.

SCHEDULE OF LOTS, ETC AFFECTED.

Lots Burdened

Lots, roads or Authority benefited.

3, 20, 21, 22 and 23

Every other Lot

11. Identity of Restriction eleventhly referred to in the abovementioned plan.

Restriction on Use.

SCHEDULE OF LOTS, ETC AFFECTED.

Lots Burdened

Lots, roads or Authority benefited.

Each Lot

Every other Lot

12. Identity of Restriction twelfthly referred to in the abovementioned plan.

Restriction on Use.

SCHEDULE OF LOTS, ETC AFFECTED.

Lots Burdened

Lots, roads or Authority benefited.

Each Lot

Every other Lot

13. Identity of Covenant thirteenthly referred to in the abovementioned plan.

Positive Covenant.

SCHEDULE OF LOTS, ETC AFFECTED.

Lots Burdened

Lots, roads or Authority benefited.

3 to 65 inclusive

Every other Lot

14. Identity of Restriction fourteenthly referred to in the abovementioned plan.

Restriction on Use.

SCHEDULE OF LOTS, ETC AFFECTED.

Lots Burdened

Lots, roads or Authority benefited.

3, 20, 21, 22 and 23

Liverpool City Council

~~Approved by the Council of the City of Liverpool~~

~~General Manager/Authorised Person~~

SKumanowicz

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

Lengths are in metres

Sheet 5 of 11 sheets

PART 2

Plan **DP 841270**

Plan of Subdivision of
Lot 6662 in D.P. 838652 and
Lot 661 in D.P. 840428 and
Lot 1421 in D.P. 840162 and
Lot 1 in D.P. 583894 and
Part Lot 30 and 31 in D.P. 15511
and Lots 2 & 3 in D.P. 518662
Covered by Clerks Certificate
No.....122.....of..14.7.1994..

Terms of Easement for Water Supply, Works, Access and Drainage 9.5, 12.5, 13 and 20 wide and variable eighthly referred to in the abovementioned plan.

Without derogating from the rights of Water Board (hereinafter called "the Board" which expression where herein used shall be deemed to include the successors and assigns of the Board) at law or otherwise, an easement or right to use for access and the construction, maintenance and operation of water supply works the surface and the subsoil or undersurface of the land being the site of the easement hereby created (hereinafter called "the said land") WITH full and free right and liberty for the Board from time to time and at all times hereafter by its officers, servants, workpersons and agents to construct, lay down, make, control, examine, supervise, manage, relay, renew, cleanse, repair, maintain, operate and use in and through the said land and upon or such depths or levels below the surface thereof as the Board shall think fit such pipelines, mains, distributary reticulating and other works with fittings and appurtenances thereto (all of which are included in the term "works" wherever hereinafter appearing) as in its opinion may be required and to use such works for water supply purposes and to take up any such works and substitute in lieu thereof any new works AND to discharge and drain water, with any associated matter and debris, from such works in any quantities across and through the lot herein burdened, together with the right to use, for the purposes of the easement, any line of pipes, drains or other drainage works or systems already laid or constructed within the lot herein burdened for the purpose of draining water or any pipe or pipes and or drains or drainage works or systems in replacement or in substitution therefor AND with the right of support at all times of such works as shall for the time being be in or upon the said land AND for any of the purposes aforesaid to enter, go, return, pass and repass with or without animals or vehicles or both upon, along and over the said land at any hour of the day or night and make and sink excavations shafts and cuttings in and through the said land and bring and place thereon and remove therefrom any such plant, machinery, materials, implements, tools, articles and things as the Board shall think fit AND generally to exercise and perform in and upon the lot herein burdened any of the rights, powers and authorities conferred on or vested in the Board under and by virtue of the provisions of the Water Board act, 1987 or at law AND in relation to such easement and rights as are hereinbefore granted to the Board the registered proprietor from time to time of the lot herein burdened (hereinafter referred to as "the proprietor" which expression where herein used shall be deemed to include the successors and assigns of the proprietor) DOTH HEREBY COVENANT with the Board:-

- (1) THAT the Board, its servants, agents and contractors shall be permitted to have full right of access to the said land by day or night and where entry is denied or restricted to other persons (including the proprietor) by way of locks and other security devices then suitable access by means of keys or other appropriate mechanisms will be made available to the Board; and
 - (2) THAT in respect of restoration of the said land the Board will be responsible only for making safe the surface of the said land after carrying out any activities thereon or therein; and
 - (3) THAT the proprietor acknowledges that the granting of permission by the Board to the proprietor to lay any services within the said land does not diminish or extinguish in any way whatsoever the Board's rights granted to it herein; and
- (Cont.)

~~Approved by the Council of the City of Liverpool~~

~~General Manager/Authorised Person~~

Stumnowicz

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

Lengths are in metres

Sheet 6 of 11 sheets

Plan **DP 841270**

PART 2

Plan of Subdivision of
Lot 6662 in D.P. 838652 and
Lot 661 in D.P. 840428 and
Lot 1421 in D.P. 840162 and
Lot 1 in D.P. 583894 and
Part Lot 30 and 31 in D.P. 15511
and Lots 2 & 3 in D.P. 518662
Covered by Clerks Certificate
No....**122**.....of. **14-7-1994**..

Terms of Easement for Water Supply, Works, Access and Drainage 9.5, 12.5, 13 and 20 wide and variable eighthly referred to in the abovementioned plan. (Cont.)

- (4) THAT in the absence of any negligence solely on the Board's part, the Board will at no time bear the risk or responsibility for any damage to any property (real or personal) or injury to any person (including death) referred to in Clause 6 (j) herein.
- (5) THAT notwithstanding the provisions of clause (4) herein, in the absence of any negligence solely on the Board's part, the Board will at no time bear the risk of or responsibility for any damage to any services laid within the restricted area defined in Clause (6) herein where such damage arises out of or in connection with the Board's operation or maintenance activities or as a result of the escape of any substances from the said works or as a result of the exercise by the Board of the rights granted to it herein.
- (6) THAT in respect of that part of the said land extending horizontally for a distance of 1.25 metres on either side of the centreline of the said works as defined on the abovementioned plan (hereinafter referred to as "the restricted area") pursuant to Section 88E of the Conveyancing Act 1919, the proprietor WILL NOT:
 - (a) place upon the restricted area or permit or suffer to be placed or remain thereon any timber or other building materials or any article of plant or any stores filling rubbish or other material whatsoever; and
 - (b) erect, construct or place upon the restricted area or permit or suffer to be erected, constructed or placed thereon any building or other structure whatsoever; and
 - (c) other than as provided in Clause 7(a)(ii) herein, lay or construct any surface pavement other than driveways on the restricted area; and
 - (d) erect, construct or place upon the restricted area or permit or suffer to be erected, constructed or placed upon the restricted area any retaining wall, fence, rockery or any type of permanent landscape works; and
 - (e) place or permit or suffer to be placed any trees, shrubs or plants (other than grass) upon the restricted area; and
 - (f) use or permit or suffer the restricted area to be used in any way which would prevent or obstruct the Board, its servants or agents from gaining access to the said works at any time; and
 - (g) cover, fence or obscure or permit or suffer any surface fittings or other structures associated with or identifying the said works to be covered, fenced or obscured at any time; and
 - (h) without the prior consent and approval in writing of the Board first had and obtained or otherwise than in strict compliance with such conditions as the Board may impose:-
 - (I) make or permit or suffer to be made alteration to the existing surface levels of the restricted area by any means whatsoever, or

~~Approved by the Council of the City of Liverpool~~

~~General Manager/Authorised Person~~

Handwritten signature: Stananowicz

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

Lengths are in metres

Sheet 7 of 11 sheets

Plan DP 841270

PART 2

Plan of Subdivision of
Lot 6662 in D.P. 838652 and
Lot 661 in D.P. 840428 and
Lot 1421 in D.P. 840162 and
Lot 1 in D.P. 583894 and
Part Lot 30 and 31 in D.P. 15511
and Lots 2 & 3 in D.P. 518662
Covered by Clerks Certificate
No.....122.....of 14-7-1994..

Terms of Easement for Water Supply, Works, Access and Drainage 9.5, 12.5, 13 and 20 wide and variable eighthly referred to in the abovementioned plan (Cont.).

- (II) park or place upon the restricted area or permit or suffer to be parked or remain thereon any vehicle whatsoever other than vehicles parked or placed thereon temporarily which can be removed when necessary without undue delay; and
- (III) carry out or permit or suffer to be carried out any development and/or other work activity which would affect the restricted area and the Board's rights granted to it herein; and
- (i) lay or construct or permit or suffer to be laid or constructed any drains, pipes, conduits, cables or wires (hereinafter referred to as "services") for any purpose whatsoever within the restricted area:
 - (I) that would lie over or underneath and parallel to the said works; nor
 - (II) that would cross over and above the said works unless such services cross at an angle of not less than forty-five degrees (45) to the said works with a minimum vertical clearance of 150mm from the said works and which are suitably marked with bricks or warning tape where they cross the said works, and for a further distance of 600mm measured horizontally on either side of the outer circumference of the said works or to the end of such services, whichever is the lesser; nor
 - (III) that would cross underneath the said works without the prior written approved of the Board first had and obtained or otherwise than is strict compliance with such conditions as the Board may impose; nor
 - (IV) that would have less than 300mm horizontal clearance on either side of the said works (hereinafter referred to as "the minimum clearance") except as otherwise prescribed in paragraphs (ii) and (iii) hereof; nor
 - (V) that would have less than 600mm horizontal clearance on either side of the said works unless they are laid outside the minimum clearance and are suitably marked with bricks or warning tape,

EXCEPT THAT, paragraphs (IV) and (V) shall not apply to electrical services which services shall not be laid within the said land that would have less than 1,000mm horizontal clearance on either side of the said works.

PROVIDED THAT, notwithstanding paragraphs (I) to (V) herein, no services may be laid within the restricted area where the integrity, safety and security of the said works is or is likely to be affected.

- (J) at any time, in the absence of any negligence solely on the Board's part, make any claim or any demand nor bring any suit, action or proceeding against the Board in respect of any damage to any property (real or personal) and injury to any person (including death) whatsoever at any time in or upon the said land arising out of or in connection with the existence of or operational or maintenance activity to the said works or the escape of any substances from the said works or arising as a result of the exercise by the Board of the rights granted to it herein: and (Cont.)

~~Approved by the Council of the City of Liverpool~~

~~General Manager/Authorized Person~~

Shumanowicz

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

Lengths are in metres

Sheet 8 of 11 sheets

Plan DP 841270

PART 2

Plan of Subdivision of
Lot 662 in D.P. 838652 and
Lot 661 in D.P.840428 and
Lot 1421 in D.P.840162 and
Lot 1 in D.P. 583894 and
Part Lot 30 and 31 in D.P. 15511
and Lots 2 & 3 in D.P. 518662
Covered by Clerks Certificate
No.....122.....of...14-7-1994

Terms of Easement for Water Supply, Works, Access and Drainage 9.5, 12.5, 13 and 20 wide and variable eighthly referred to in the abovementioned plan (Cont).

(7) THAT pursuant to Section 88E of the Conveyancing Act 1919, the proprietor WILL.

- (a) be liable, jointly with the proprietors of the other lots burdened by this easement, and severally, to provide in accordance with the Board's reasonable requirements, and to maintain in strict compliance with such conditions as the Board may impose:
 - (I) a drainage system within the said land suitable for the receipt and conveyance of water (with any associated matter and debris) discharged from the said works during the course of and as a result of maintenance, operation, cleaning, inspection or any other purpose or in the event of the escape of any substances from the said works; and
 - (II) a vehicular access way consisting of an all-weather pavement suitable for use by the Board's vehicles, such accessway to be constructed adjacent to but not over the said works unless otherwise approved in writing by the Board along the full length of the said land; (Cont.)

PROVIDED THAT in respect of the construction, operation, existence, removal, maintenance or replacement of the drainage system and vehicular access referred to herein, the proprietor will at no time make any claims or demands nor bring any suits, actions or proceedings against the Board whatsoever and at all times bear all risk of and responsibility for any damage to the said works, or injury to persons, arising therefrom.

- (b) at all times bear all risk of an responsibility in connection with damage to any building or other structure for the time being in existence upon the said land; and
- (c) at all times bear all risk of and responsibility in connection with damage to any retaining wall, fence, rockery or permanent landscape works for the time being in existence upon the said land; and
- (d) at all times, in the absence of any negligence solely on the Board's part, bear the risk of and responsibility for any damage whatsoever to the said works caused or contributed to by the proprietor, his agents, contractors employees or invitees; and
- (e) without limiting the generality of clause (7d) herein, at all times bear all risk of and responsibility in connection with any damage to the said works or injury to person arising from the construction, operation, existence, removal, maintenance or replacement of any driveway; and
- (f) give the Board at least forty-eight (48) hours written notice of an intention to commence construction and to lay any services within the restricted area together with detailed plans indicating the size and exact location and depth of such services AND the proprietor will provide and maintain at all times suitable permanent all-weather surface markers which clearly identify the location, type and depth of all underground services; and (Cont.)

~~Approved by the Council of the City of Liverpool~~

~~General Manager/Authorised Person~~

[Handwritten Signature]
A. KUMAROWICZ

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

Lengths are in metres

Sheet 9 of 11 sheets

PART 2

Plan DP 841270

Plan of Subdivision of
Lot 6662 in D.P. 838652 and
Lot 661 in D.P. 840428 and
Lot 1421 in D.P. 840162 and
Lot 1 in D.P. 583894 and
Part Lot 30 and 31 in D.P. 15511
and Lots 2 & 3 in D.P. 518662
Covered by Clerks Certificate
No.122.....of...14...7...1994.

Terms of Easement for Water Supply, Works, Access and Drainage 9.5, 12.5, 13 and 20 wide and variable eighthly referred to in the abovementioned plan (Cont).

- (g) at all times bear all risk of and responsibility for the existence, maintenance, repair and renewal of any domestic water service connected to the said works, for the purpose of supplying water to the lot herein burdened, from the point of connection on the said works; and
- (h) notwithstanding the provisions of Clause 6(j) herein at all times, in the absence of any negligence solely on the Board's part, bear the risk of and responsibility for any damage whatsoever to any services laid within the restricted area and being the property of the proprietor where such damage arises out or in connection with the Board's operation or maintenance activities or as a result of the escape of any substances from the said works or as a result of the exercise by the Board of the rights granted to it herein.

AND the proprietor DOth HEREBY FURTHER COVENANT AND AGREE with the Board that the joint and several obligations of the proprietor specified in Clause 7 herein constitute a public position covenant on the lot owned by the proprietor and burdened by this easement, and on the other lot burdened by this easement pursuant to and for the purposes of Section 88E of the Conveyancing Act, 1919.

Terms of Restriction on Use tenthly referred to in the abovementioned plan.

No advertising shall be permitted to remain on the lot burdened, facing the Hume Highway.

Terms of Restriction on Use eleventhly referred to in the abovementioned plan.

- (a) That no structure erected upon any lot may be used for any purposes other than as a display or exhibition home or ancillary thereto in conjunction with the conduct of an Exhibition Home Village.
- (b) That Panrace Pty. Limited has right to erect advertising and promotional material within the Exhibition Home Village.
- (c) That no land within the subdivision shall be used for any purpose other than as part of an Exhibition Home Village.

Terms of Restriction on Use twelfthly referred to in the abovementioned plan.

For the benefit of any adjoining land owned by the registered proprietor but only during the ownership thereof by the registered proprietor his heirs executors administrators and assigns other than purchasers on sale no fence shall be erected on the boundaries of any of the lots in the above plan to divide the same from adjoining land without the consent of the registered proprietor but such consent shall not be withheld if such fence is erected without expense to the registered proprietor and in favour of any person dealing with the transferee of such lot such consent shall be deemed to have been given in respect of every such fence for the time being erected.

Stumanowicz

~~Approved by the Council of the City of Liverpool~~

~~General Manager/Authorised Person~~

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

Lengths are in metres

Sheet 10 of 11 sheets

PART 2

Plan DP 841270

Plan of Subdivision of Lot 6662 in D.P. 838652 and Lot 661 in D.P. 840428 and Lot 1421 in D.P. 840162 and Lot 1 in D.P. 583894 and Part Lot 30 and 31 in D.P. 15511 and Lots 2 & 3 in D.P. 518662 Covered by Clerks Certificate No. 122 of ... 14-7-1991.

Terms of Covenant on Use thirteenthly referred to in the abovementioned plan.

The burdened lots shall:

- a. maintain and repair the Road and Drainage works upon Lot 1 & Lot 2 so that they function in a safe and efficient manner
- b. Not make any alterations to the road & drainage system thereof without prior consent in writing of the council.
- c. Permit the council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in case of an emergency) to enter and inspect the land for compliance with the requirement of this clause.
- d. Comply with the terms of any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice.
- e. In the event of the proprietors failing to comply with the terms of any written notice served in respect of the matters from the council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe efficient operation of the road and drainage system and recover from the proprietors the cost of carrying out the works, and if necessary, recover the amount due legal proceedings (including legal costs and fees) entry of a covenant charge on the lots burdened under section 88F of the Conveyancing Act 1919.
- f. All costs associated with the maintenance to be borne in equal moiety by all lots burdened.

Terms of Restriction on Use fourteenthly referred to in the abovementioned plan.

No burdened lot shall be used nor shall any part thereof be used as a means of access or route to or from any part of Hume Highway and no owner of such a lot shall pass or repass nor shall that owner permit or authorise any of his employees visitors or authorised persons to pass or repass on foot or by vehicle or otherwise across the boundary between Hume Highway and those lots 3, 20, 21, 22, and 23 without the consent of the Liverpool City Council (which consent may at any time be revoked by the said Council at its absolute discretion)

Name of person or Authority empowered to release the Easement firstly, secondly, thirdly fourthly, seventhly and ninthly referred to in the abovementioned plan.

The Council of the City of Liverpool.

Name of person or Authority empowered to release the Easement fifthly and sixthly referred to in the abovementioned plan.

Prospect Electricity.

Name of person or Authority empowered to release, vary or modify the Easement eighthly referred to in the abovementioned plan.

Water Board

~~Approved by the Council of the City of Liverpool~~

~~General Manager/Authorized Person~~

J. J. Jumanowicz

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

Lengths are in metres

Sheet 11 of 11 sheets

Plan DP 841270

PART 2

Plan of Subdivision of Lot 6662 in D.P. 838652 and Lot 661 in D.P. 840428 and Lot 1421 in D.P. 840162 and Lot 1 in D.P. 583894 and Part Lot 30 and 31 in D.P. 15511 and Lots 2 & 3 in D.P. 518662 Covered by Clerks Certificate No.....122.....of...14-7-1994

Name of person or Authority empowered to release, vary or modify the Restriction tenthly and eleventhly referred to in the abovementioned plan.

The person by whom or with whose consent this restriction may be released, varied or modified in Panrace Pty. Limited (ACN 060 229 530) of 3 Carlingford Road, Epping for the duration of the Development Consent No 414/93 issued by Liverpool City Council on 13th October, 1993 for the use of (inter alia) the land within this deposited plan as an Exhibition Home Village. This Restriction as to User shall lapse and have no force or effect upon the expiry of the aforesaid Development Consent (being the date four (4) years from the date of occupation of any dwelling within the village as an exhibition home (subject only to any modification of the consent pursuant to Section 102 Environment Planning & Assessment Act, 1979).

Name of person or Authority empowered to release release, vary or modify the Restriction twelfthly & thirteenthly referred to in the abovementioned plan.

This Restriction may be released, varied or modified by Christopher Young his heirs and Mary Edith Woods executors administrators and assigns whilst he remains the registered proprietor or any of the land having the benefit of the said Restrictions (including any land owned by Christopher Young and Mary Edith Woods and in the subdivision of which the land hereby burdened forms part) and thereafter this Restriction as to User shall have no force or effect.

Name of person or Authority empowered to release release, vary or modify the Restriction fourteenthly referred to in the abovementioned plan.

Liverpool City Council

Signed in my presence by the said Christopher Young and Mary Edith Woods who is personally known to me

X M. Woods.....

C. Young by his attorney D. Minehan
Christopher Young by his attorney Donal John Minehan pursuant to Power of Attorney registered Book 40464 No. 122.

Terrie Kurianowicz
Witness

J. Kurianowicz
Signature of Witness

40 Railway Cres Jinnali
Address of Occupation
Secretary

~~Approved by the Council of the City of Liverpool~~
~~General Manager/Authorised Person~~

SIGNED for and on behalf of ST. GEORGE PARTNERSHIP (FINANCE) LIMITED A.C.N. 001 094 471 BY Timothy J Stevens AND Warren its duly constituted Attorneys WHO HEREBY DECLARE that at the time of execution by them of this document they have no notice of the revocation of the Power of Attorney Registered No. 112 Book 3854 under the authority of which they have just executed the within document.

WITNESSES
NAME ROBERT BROWN
ADDRESS MONTGOMERY ST, LOGRATH Date 15th July 1994

REGISTERED  21.7.1994

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

SHORT LINES

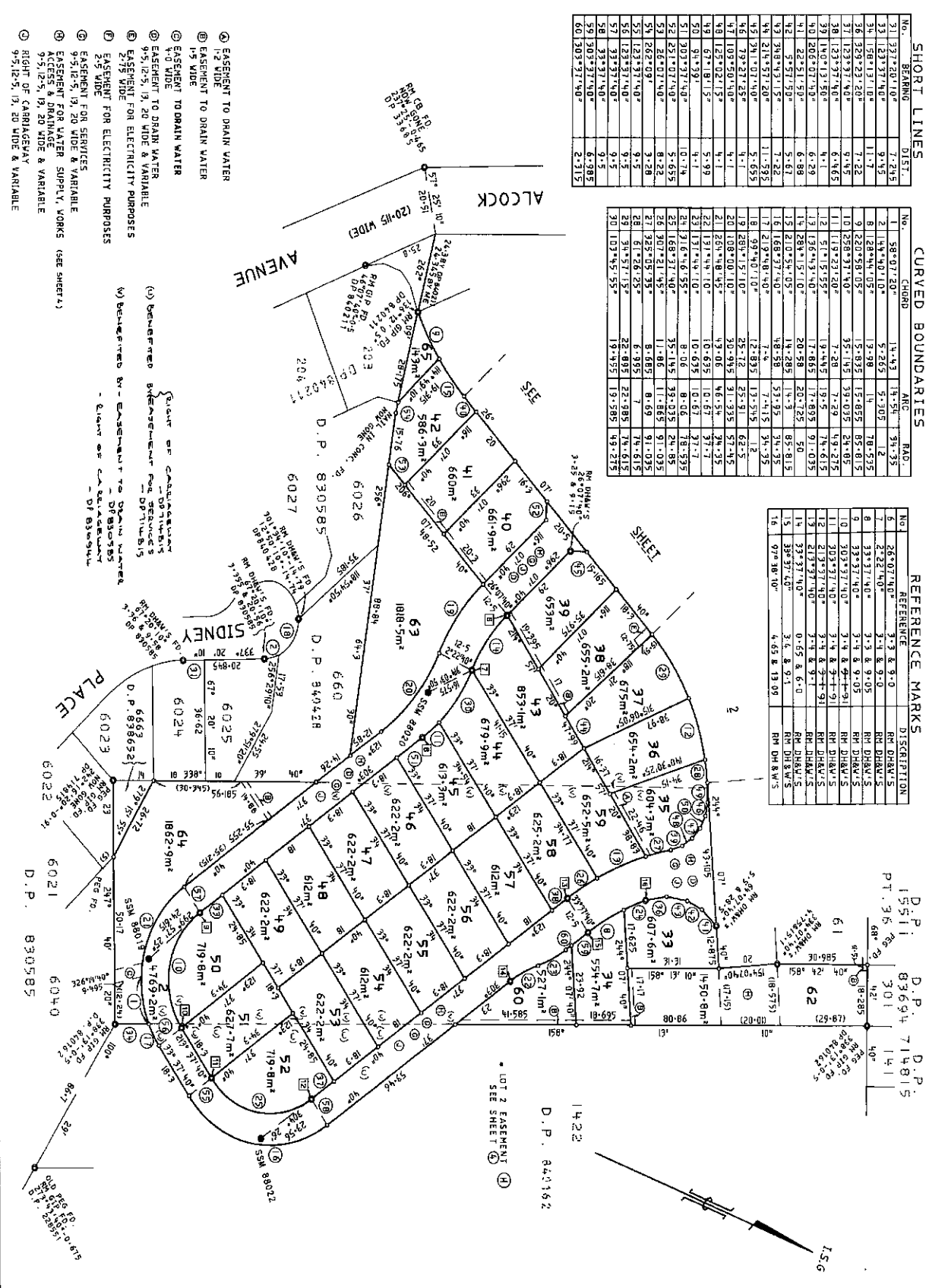
No.	BEARING	DIST.
1	327°25'00"	8.453
2	123°15'00"	8.453
3	158°13'10"	11.1
4	320°23'20"	7.22
5	123°37'40"	6.465
6	123°37'40"	4.1
7	206°07'50"	6.29
8	5°57'50"	5.67
9	214°57'40"	5.595
10	214°57'40"	5.595
11	79°27'20"	4.1
12	103°50'40"	4.1
13	125°02'15"	5.99
14	61°08'15"	4.1
15	91°39'	10.74
16	301°37'40"	8.22
17	261°07'40"	8.22
18	261°07'40"	8.22
19	261°07'40"	8.22
20	261°07'40"	8.22
21	261°07'40"	8.22
22	261°07'40"	8.22
23	261°07'40"	8.22
24	261°07'40"	8.22
25	261°07'40"	8.22
26	261°07'40"	8.22
27	261°07'40"	8.22
28	261°07'40"	8.22
29	261°07'40"	8.22
30	261°07'40"	8.22

CURVED BOUNDARIES

No.	CURVED	ARC	RAD.
1	58°07'20"	13.43	14.51
2	124°40'00"	5.265	5.205
3	124°40'00"	13.98	14.51
4	120°58'05"	15.835	15.855
5	120°58'05"	35.145	34.035
6	119°23'20"	7.28	7.29
7	119°23'20"	19.445	19.5
8	51°51'55"	17.865	17.865
9	136°43'40"	20.58	20.725
10	288°15'10"	14.3	14.3
11	168°37'40"	14.58	14.58
12	219°48'40"	7.4	7.4
13	219°48'40"	12.835	13.515
14	219°48'40"	25.72	25.91
15	108°00'10"	30.945	31.335
16	126°48'45"	43.06	46.54
17	191°44'10"	10.695	10.67
18	191°44'10"	10.695	10.67
19	171°44'10"	8.06	8.06
20	316°46'55"	35.145	34.035
21	307°21'45"	11.06	11.065
22	307°21'45"	8.065	8.06
23	307°21'45"	6.935	6.93
24	314°57'15"	22.095	22.085
25	314°57'15"	19.495	19.585
26	107°45'55"	44.275	44.275

REFERENCE MARKS

No.	REFERENCE	DESCRIPTION
1	26°07'40"	RM DRAIN 5
2	4°22'40"	RM DRAIN 5
3	3°5 & 9°0	RM DRAIN 5
4	33°37'40"	RM DRAIN 5
5	32°37'40"	RM DRAIN 5
6	30°37'40"	RM DRAIN 5
7	29°37'40"	RM DRAIN 5
8	28°37'40"	RM DRAIN 5
9	27°37'40"	RM DRAIN 5
10	26°37'40"	RM DRAIN 5
11	25°37'40"	RM DRAIN 5
12	24°37'40"	RM DRAIN 5
13	23°37'40"	RM DRAIN 5
14	22°37'40"	RM DRAIN 5
15	21°37'40"	RM DRAIN 5
16	20°37'40"	RM DRAIN 5



- Ⓐ EASEMENT TO DRAIN WATER
- Ⓑ EASEMENT TO DRAIN WATER
- Ⓒ EASEMENT TO DRAIN WATER
- Ⓓ EASEMENT TO DRAIN WATER
- Ⓔ EASEMENT TO DRAIN WATER
- Ⓕ EASEMENT TO DRAIN WATER
- Ⓖ EASEMENT FOR ELECTRICITY PURPOSES
- Ⓗ EASEMENT FOR SERVICES
- Ⓘ EASEMENT FOR WATER SUPPLY WORKS (SEE SHEET 1)
- Ⓚ RIGHT OF CARRIAGEWAY

- (1) BEHEAVED
- (2) BEHEAVED
- (3) BEHEAVED
- (4) BEHEAVED
- (5) BEHEAVED
- (6) BEHEAVED
- (7) BEHEAVED
- (8) BEHEAVED
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- (21) BEHEAVED
- (22) BEHEAVED
- (23) BEHEAVED
- (24) BEHEAVED
- (25) BEHEAVED
- (26) BEHEAVED
- (27) BEHEAVED
- (28) BEHEAVED
- (29) BEHEAVED
- (30) BEHEAVED

Plan Drawing only to appear in this space

Reduction Ratio: 1:800

DP 841270

Registered: 21-7-1994

Registered under Survey Act 1958

1994/122

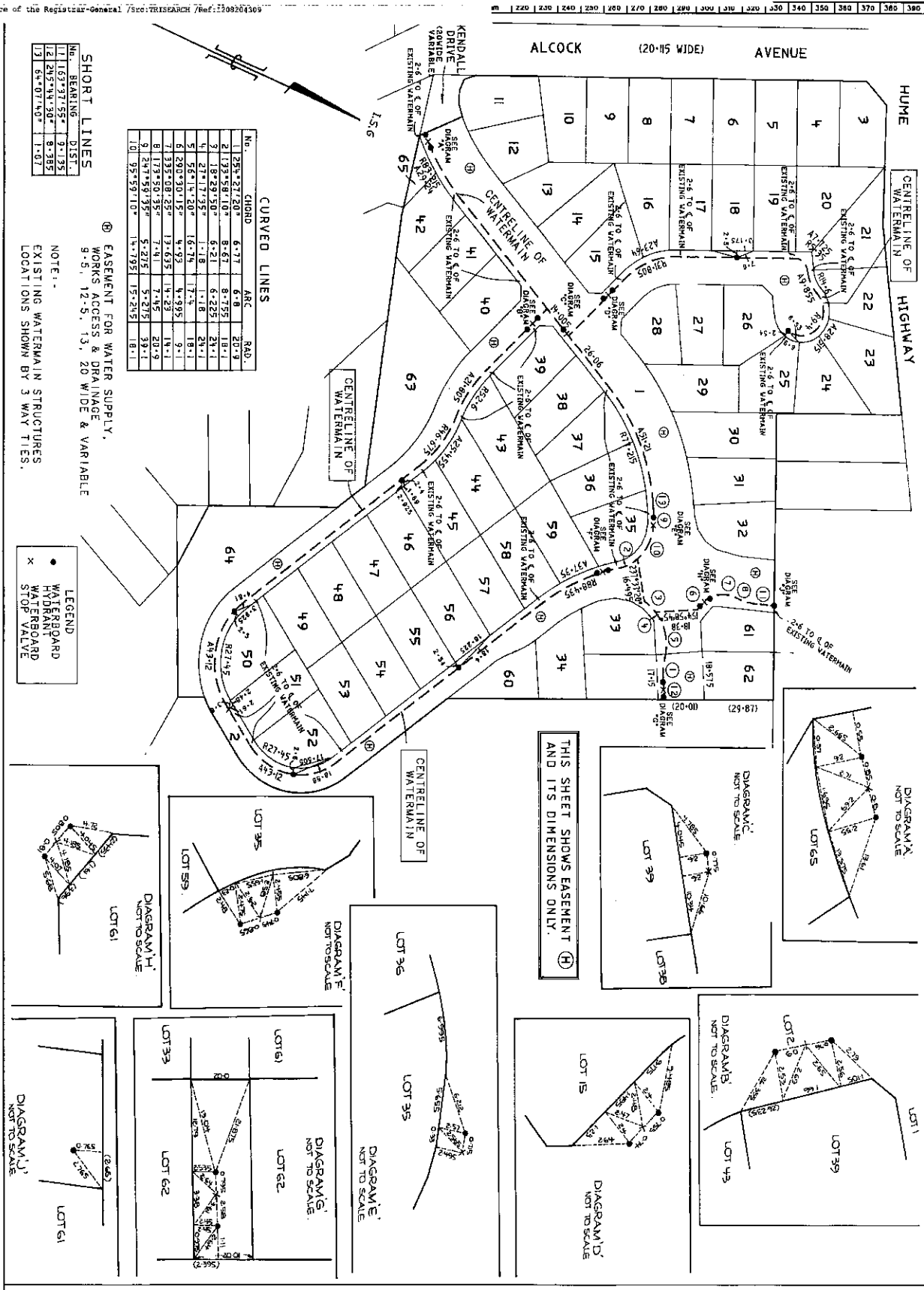
14-7-1994

Consent Clerk

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



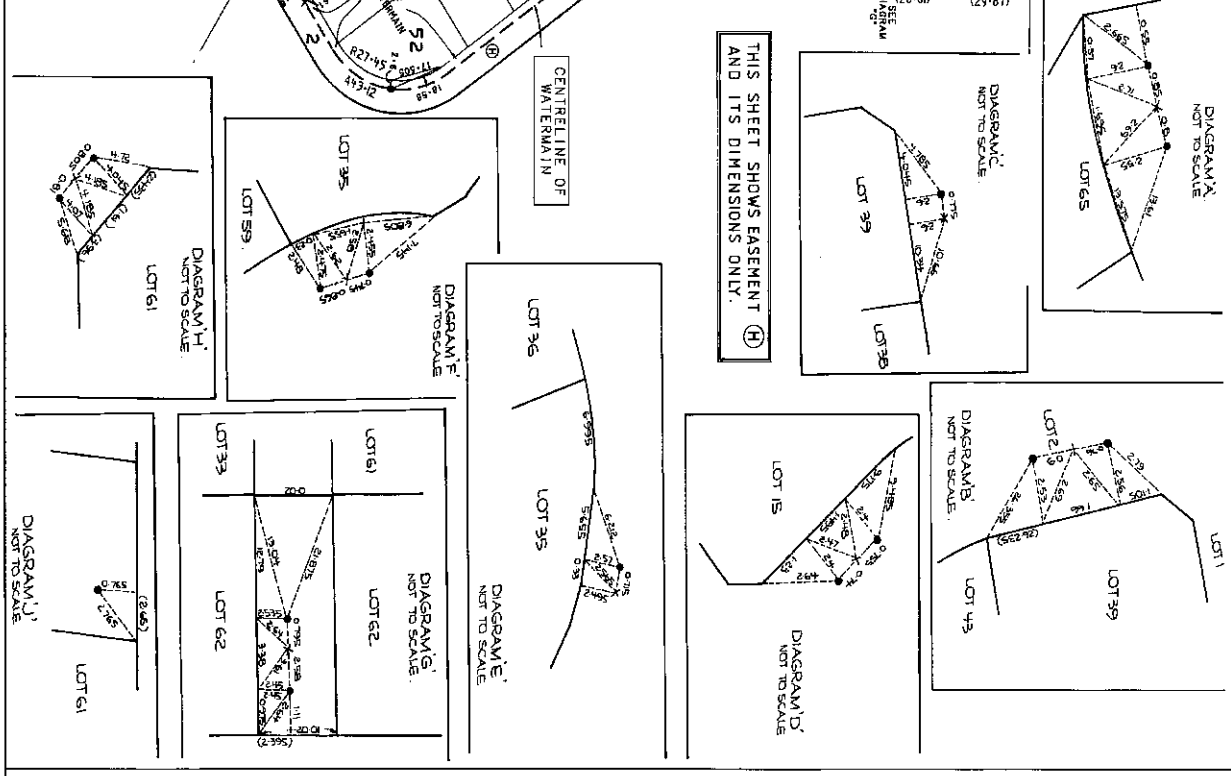
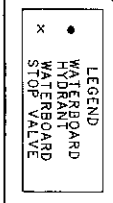
CURVED LINES

No.	CHORD	ARC	RAD.
1	125.1-27.50"	6-77	6-8
2	139.58-10"	8-61	8-75
3	18-29.50"	5-21	6-25
4	27-17.95"	1-18	1-18
5	56-14.20"	16-74	17-4
6	200-30.15"	4-93	4-995
7	133.08-25"	13-635	14-23
8	173-50.35"	7-41	7-45
9	247-59.35"	5-275	5-275
10	95-59.10"	14-795	15-245

SHORT LINES

No.	BEARING	DIST.
1	163°37'55"	9-135
2	245°34'30"	8-385
3	64°07'40"	1-87

NOTE:
 EASEMENT FOR WATER SUPPLY,
 WORKS ACCESS & DRAINAGE
 9-5, 12-5, 13, 20 WIDE & VARIABLE
 LOCATIONS SHOWN BY 3 WAY TIES.



DP 841270

Registered 21-7-1994

This is a plan of my own in a private and 23TH MAY 1994

1994/122 14-7-1994

For use where shown is highlighted in my plan on Plan Form 2

Consent Date

Reduction Ratio 1:1000

STATIONER'S REFERENCE: 5342 / 1



B346454A

ust not be disclosed in er)

I, James Ireland Leacock of Liverpool Dairy Farmer

estate, strike out " in s/o." and interline the d alteration.

(herein called transferror 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 Five hundred and eighty four pounds four shillings and seven pence (£584-4-7) (the receipt whereof is hereby acknowledged) paid to me

B 346454

Eugene Erskine Claud White of Campbelltown Sheriff's Officer

B 346454

two or more, state r as joint tenants or in common.

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

he references cannot conveniently inserted, a Annexure (obtainable (S) may be added. measure must be signed parties and their s witnessed.

(a)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	St. Leger Winton.	Part of the land and being the land shown as Lot B on the plan annexed hereto marked "A" and therein edged red	3823	81

References will suffice if the land in the grant or to be transferred. only add " and being sec. D.P." or the land shown in n annexed hereto." the residue of the certificate (or grant ed Vol. Fol. the consent of the ouncil is required. Division the certificate mentioned in 3. Act, 1919, should any the transfer.

out if unnecessary, nts should comply ction 89 of the ancing Act, 1919. so should be set forth ht-of-way or easement ption. Division in addition to fication of the nts implied. The y also be inserted.

And the transferee covenants with the transferror But reserving hereout and the way hereby grants to the transferror and all persons entitled by him an easement of right of way across a strip of land ^{about 100 feet wide} appurtenant to the balance of the land comprised in the said Certificate of Title and every and any part of part thereof for the transferror and his officers and successors for the time being of the residue of the land comprised in the said Certificate of Title and every and any part or parts thereof and his and their servants workmen and all persons acting by him or them in common with the transferee with or without labourers, carts, carriages, motor vehicles and other conveyances laden or unladed, horses or other animals at all times over and upon the strip of land ^{twenty feet} as shown on the said plan annexed hereto marked Brown And the transferee covenants with the transferror in terms of the covenant hereunto annexed marked "B"

short note will suffice.

ENCUMBRANCES, &c., REFERRED TO:

Nil

Subdn. (R. P.) 14975

uted within the State rument should be or acknowledged before gistrar-General, or r Registrar-General, or ry Public, a J.P., or sioner for Affidavits, m the Transferror is . otherwise the attest- ness must appear one of the above func- as to make a declara- the annexed form. nstruments executed ere, see page 2.

Signed at Sydney the twenty first day of April 192

Signed in my presence by the transferror

WHO IS PERSONALLY KNOWN TO ME

Adrian Allen Solicitor Sydney

Signed

J. J. Leacock Transferror

attestation if ry.

Transferror or Trans- signs by a mark, the tion must state " that rument was read over plained to him, and : appeared fully to tand the same.

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Leo A. Bolton Solicitor Liverpool

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

Eugene Erskine Claud White Transferee

signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm. Alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

CONSENT OF MORTGAGEE.

BANK OF NEW SOUTH WALES

mortgagee under Mortgage No. B307799

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. Dated at Sydney this sixth day of April 1926.

U Dated at
day of
Signed in my presence by
who is personally known to me

The Common Seal of the BANK of NEW SOUTH WALES was hereunto duly affixed by a Board of Directors of the said Bank by the authority of the Directors whose signatures are set opposite thereto in the presence of

John Buchanan
Mortgagee.

MEMORANDUM AS TO REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 192

Signed at the place and on the date above-mentioned, in the presence of

FORM OF DECLARATION BY ATTESTING WITNESS.*

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

i appropriate delegation Trustees Powers of the Execut (War Faci 1917.
j Strike out words. A matter ne show that effective.

k May be m either Re General, Registrar Notary P Commissi Affidavits Not requi instrum made or before on parties.

MEMORANDUM OF TRANSFER of

16 Acres 1 roods 10 perches
sit. B in Annae-plan (Pt. M. Victoria
67 (of Ch.) & 272 (of Ch.)
Municipality of Liverpool
Parish of White County
Residing R of W & subject to contract
Eugene Ernestine Cloud White Transferee.

DOCUMENTS LODGED HEREWITH.
To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'g

Particulars entered in Register Book, Vol. 383 Fol. 1

the 21st day of July 1926
at minutes 2 o'clock in the afternoon.

B. A. Thomas



B 346454

PROGRESS RECORD

	Initialed	Date
Sent to Survey Branch		
Received from Registrar		
Checked by		23-7-26
Draft examined		27-7-26
Diagram prepared		20-7-26
Diagram examined		3-8-26
Draft forwarded		
Supt. of Engrossers		5 AUG 1926
Cancellation Clerk		
VOL. 3894 Fol. 176		
Diagram Fees		
Additional Folios		

If the parties be resident without the State, but in any other part of the British Doi the instrument must be signed or acknowledged before the Registrar-General or Recorder of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Office municipal or local government corporation of such part, or the Governor, Government R or Chief Secretary of such part or such other person as the Chief Justice of New South may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any cor or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or L Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who affix his seal of office, or the attesting witness may make a declaration of the due e thereof before one of such persons (who should sign and affix his seal to such declaration), other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and each additional certificate included in the Transfer, and 1/1 for every new Certificate of Tit unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. A fees, however, may be necessary in cases involving more than a simple diagram or m six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old C may remain in the Office, or the Transferor may take out a new Certificate for the residu

Municipality - Shire - of Liverpool

CERTIFICATE OF NEW ROAD OR SUBDIVISION.

LOCAL GOVERNMENT ACT, 1919. SEC. 327. ORDINANCE No. 32. FORM 1.

File No. 976

COUNCIL CHAMBERS,

Liverpool

13th July 1926

APPLICANT.

(Name) J. L. Learoux

(Address) Opauia

(Name) James Spedding Learoux

(Address) Opauia

ROAD (Particulars) nil

SECTION (Particulars) part of 67th R. to be divided into 3 allotments
B 16ac 7p 10p C 17ac 10p 18p

CERTIFICATE.

I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements of registration of plans) have been complied with by the above named applicant in relation to the above described, and more particularly set out in the accompanying plan bearing the Council's Seal and marked "Covered by Council Clerk's of 19th July 1926

M. A. O'Keefe
Town Clerk.

Annexure to Memorandum of Transfer dated the *twenty first* day of *April* 1926 from James Freeland Leacock to Eugene Erskine Claud White.

AND the transferee covenants with the transferrer that the transferee for the benefit of the adjoining land but only during the ownership thereof by the transferrer that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the transferrer but such consent shall not be withheld if such fence is erected without expense to the transferrer and in favour of any person dealing with the transferee such consent shall be deemed to have been given in respect of any such fence for the time being erected. The benefit of the foregoing covenant shall be appurtenant to the said adjoining land PROVIDED ALWAYS that upon a transfer of the said adjoining lands or any part thereof the said fencing covenant shall become void so far as regards the benefit appurtenant to the land so transferred unless an intention contrary is expressed in the transfer and the land hereby transferred shall be subject to the burden thereof and the said covenant may be released varied or modified by the owner or owners for the time being of the said adjoining land of the transferrer.

SIGNED by the said JAMES FREELAND LEACOCK }
who is personally known to me in my presence }

J. F. Leacock

A. D. White

SIGNED by the said EUGENE ERSKINE CLAUD WHITE }
who is personally known to me in my presence }

E. Erskine Claud White

J. A. Pollock
Notary
Liverpool



P. O. BOX 1111
CLARK ROAD
314976
314975

**GOVERNMENT SAVINGS BANK
OF
NEW SOUTH WALES
Overdraft Department**

QD
1135

(Handwritten signature)

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

Lengths are in metres (Sheet 1 of 4 Sheets)

PART 1

Plan: DP 830585
Subdivision of Lot 6 DP 814070

Full Name and address of proprietor of the land
New South Wales Land & Housing Corporation
2 - 4 Merton Street
SUTHERLAND NSW 2232

1. Identity of easement firstly referred to in above-mentioned plan
Easement to drain water 1.2 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lots, Name of Road or Authority Benefited
6002	6002, 6014, 6015
6016	6002, 6003, 6014, 6015
6017	6018 - 6022 Inclusive
6018	6019 - 6022 Inclusive
6019	6020 - 6022 Inclusive
6020	6021, 6022
6021	6022
6024	6023, 3 in DP 583894
6025	6023, 6024, 3 in DP 583984
6040	6002, 6003, 6014, 6015 only

NAME OF AUTHORITY empowered to release, vary or modify restrictions firstly referred to in the above-mentioned plan.
THE COUNCIL OF THE CITY OF LIVERPOOL.

2. Identity of easement secondly referred to in above-mentioned plan
Restriction on the use of Land

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lots, Name of Road or Authority Benefited
6032 - 6034 Inclusive	The Council of the City of Liverpool

3. Identity of easement firstly referred to in above-mentioned plan
Easement for services 3 wide & variable

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lots, Name of Road or Authority Benefited
6002	6003
6003	6002



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

Lengths are in metres (Sheet 2 of 4 Sheets)

PART 1 (cont.)

Plan: DP 830585
Subdivision of Lot 6 DP 814070

Full Name and address of proprietor of the land
New South Wales Land & Housing Corporation
2 - 4 Merton Street
SUTHERLAND NSW 2232

4. Identity of easement fourthly referred to in above-mentioned plan
Right of Carriageway 3 wide & variable

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lots, Name of Road or Authority Benefited
6002	6003
6003	6002

NAME OF AUTHORITY empowered to release, vary or modify restrictions fourthly referred to in the above-mentioned plan.
THE COUNCIL OF THE CITY OF LIVERPOOL.

5. Identity of easement firstly referred to in above-mentioned plan
Restriction on the use of Land

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lots, Name of Road or Authority Benefited
Each lot except Lots 6039, 6040	Every other lot except Lots 6039, 6046

1. Terms of Restriction on the Use of Land secondly referred to in the above-mentioned plan.

- 1) The dwelling constructed on any lot burdened will have one of its walls constructed within 0.15 metres of the boundary demarcated A - B.
- 11) The dwellings constructed on any lot burdened will be set back a minimum of 5.5 metres for a single storey dwelling or 7.5 metres for a two storey dwelling.
- 111) The dwelling constructed on any lot burdened shall be set back a minimum of 1.2 metres from the boundary demarcated C - D.



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

Lengths are in metres

(Sheet 3 of 4 Sheets)

PART 2 (cont.)

Plan: DP 830585 Subdivision of Lot 6 DP 814070

Full name and address of proprietor of the land
New South Wales Land & Housing Corporation
2 - 4 Merton Street
SUTHERLAND NSW 2232

- (iv) The dwelling constructed on any lot burdened will have private open space no less than 80m behind the building line. Part of this area must have a minimum dimension of 4 metres x 6 metres which is to be contiguous with the dwelling's defined living areas requiring either the 4 metre or 6 metres side of the private open space opening directly from the aforesaid defined living areas.

NAME OF AUTHORITY empowered to release, vary or modify restrictions accordingly referred to in the abovementioned plan.

THE COUNCIL OF THE CITY OF LIVERPOOL

2. Terms of Easement Thirdly referred to in abovementioned Plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the lot hereby benefited or any part thereof with which the right shall be capable of enjoyment, and every person authorized by him to make, layout, construct, erect, install, carry, maintain and use through, above, on and under that part of the lot hereby burdened all drains, pipes, conduits, poles, wires or other equipment and materials necessary to provide and carry all or any of water, sewerage, gas, electric light, telephone and/or other domestic services to and from the lot hereby benefited provided that the said drains, pipes, conduits, poles, wire and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with the right of carriageway hereby reserved together with the right for grantees and every person authorized by him, with any tools, implements or machinery necessary for the purpose to enter upon that part of the lot hereby burdened and to remain there for any reasonable time for the purposes of laying, inspecting, cleansing, repairing, maintaining or renewing such equipment or any part thereof and for any of the aforesaid purposes to open the soil of that part of the lot hereby burdened to such extent as may be necessary provided that the grantees and the persons authorized by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the lot hereby burdened and/or free access to the lot hereby benefited and will restore without delay that surface as nearly as practicable to its original condition.

NAME OF AUTHORITY empowered to release, vary or modify easements thirdly referred to in the abovementioned plan.
THE COUNCIL OF THE CITY OF LIVERPOOL



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

Lengths are in metres

(Sheet 4 of 4 Sheets)

PART 2 (cont.)

Plan: DP 830585 Subdivision of Lot 6 DP 814070

Full name and address of proprietor of the land
New South Wales Land & Housing Corporation
2 - 4 Merton Street
SUTHERLAND NSW 2232

3. Terms of Restriction on the Use of Land Fifthly referred to in the abovementioned plan.

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

- (b) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

NAME OF AUTHORITY empowered to release, vary or modify easements fifthly referred to in the abovementioned plan.

NEW SOUTH WALES LAND AND HOUSING CORPORATION

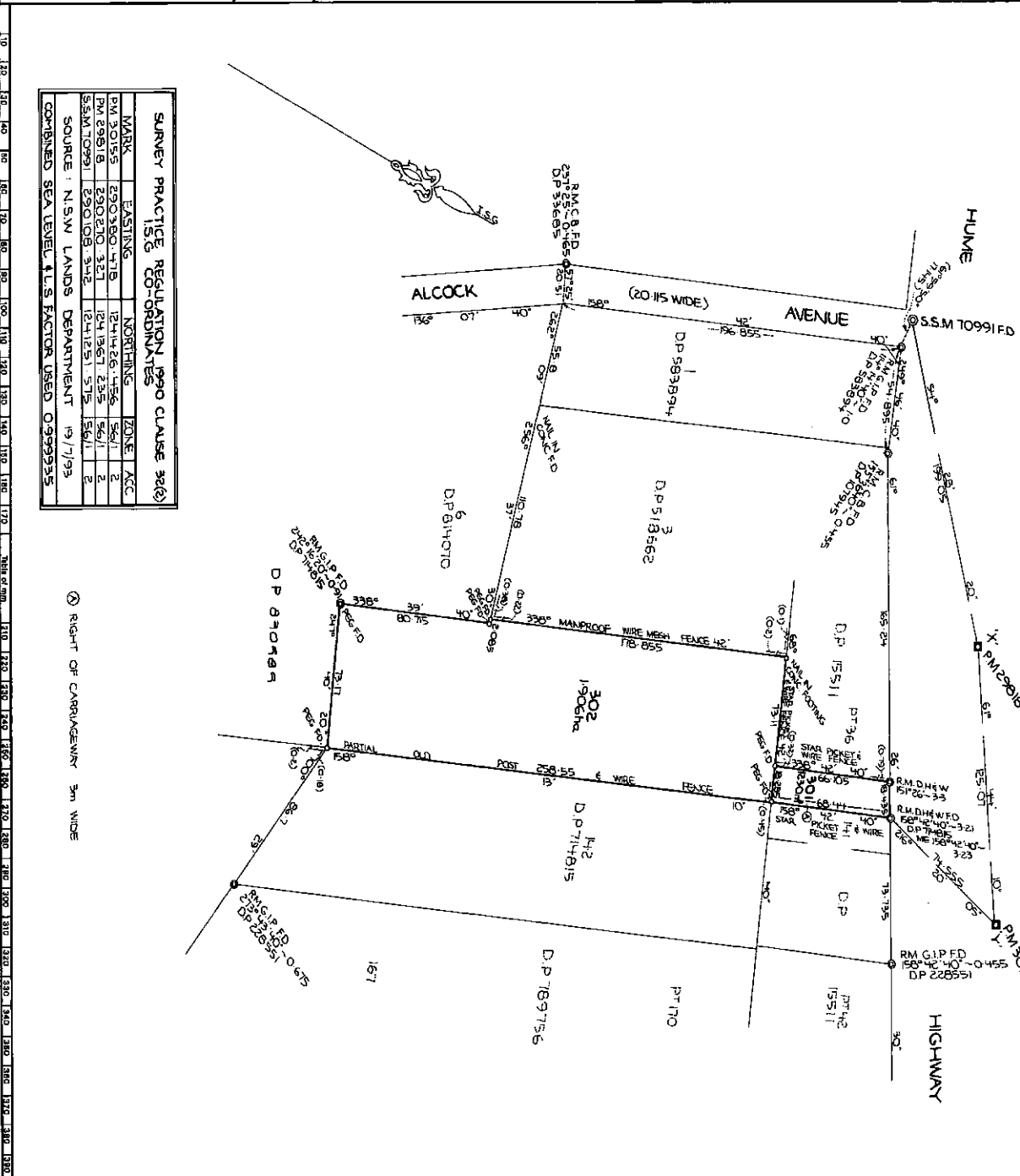
SIGNED BY ME GRHAMME RICHARD YARD)
AS DELEGATE OF THE NEW SOUTH WALES)
LAND AND HOUSING CORPORATION who)
herby declares that he has no)
notice of the revocation of the)
delegation in the presence of:)
) NEW SOUTH WALES LAND)
) AND HOUSING CORPORATION)
by its delegate

[Handwritten signature]



PLAN FORM 2
 SIGNATURE AND SEALS ONLY

24 APPROVED
 Land District
 Paper No.
 Field Book
 Council Clerk's Certificate
 24 APPROVED
 Land District
 Paper No.
 Field Book
 Council Clerk's Certificate



Plan Drawing only to appear in this space

OFFICE USE ONLY

DP 836944
 Registered: 14-2-1994
 CA: NO 1993/250 OF 1/12/1993
 This System: TORRENS
 Purpose: SUBDIVISION
 Part Name: U8237-6-#
 Lot Name: DP 589894
 PLAN OF SUBDIVISION OF LOT 3 IN DP 589894
 Lengths are in metres. Reduction Ratio 1:5000
 L.C.A. LIVERPOOL
 City
 Locality: CASULA
 Parish: MINITO
 County: CUMBERLAND
 This is a plan of subdivision of land in the Parish of Minto, County of Cumberland, State of New South Wales, and is subject to the provisions of the Survey Act 1981 and the Survey Regulations 1982.
 I, DAVID J. MILLER, of UNIT 1/11 RICHMOND RD BLACKTOWN, being a duly qualified and licensed Surveyor, do hereby certify that this plan is a true and correct copy of the original plan as deposited with me, and that the same is in accordance with the Survey Practice Regulation 1980 and has been prepared in accordance with the Survey Act 1981 and the Survey Regulations 1982.
 Signature: [Signature] Date: 14/2/1994
 AEWUNH 'X'-Y'
 Please used in preparation of survey documents:
 DP 228551 SUB662
 719815 BIHOTO
 789756 BOO557
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT INTENDED TO CREATE 1 RIGHT OF CARRIAGEWAY 5m WIDE

11002A1A

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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

Lengths are in metres

Sheet 1 of 2² Sheet

PART 1

Plan

DP 836944

Plan of Subdivision of
Lot 3 in D.P 583894
Covered by Council Certificate
No. 220 of 17-12-1993.....

Full name and address of
Proprietors of the Land.

John Tacca & Elizabeth Tacca
624 Hume Highway, Casula 2170

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

Right of Carriageway 3 wide.

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots, roads or Authority benefited

301

302

PART 2

Terms of easement firstly referred to in the abovementioned plan.

Right of carriageway as setout in Schedule IVA and VIII of the
Conveyancing Act 1919 and including that this Right of Carriageway shall
only remain in force until such time that the lot benefited has been
resubdivided having street frontage.

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

The registered proprietor of the lot having the benefit of the said
Rights of Carriageway.

Signed in my presence the said
John Tacca & Elizabeth Tacca
who are personally known to me:


.....
John Tacca


.....
Signature of Witness


.....
Elizabeth Tacca

Bruce James Burnson
.....
Name of Witness (BLOCK LETTERS)
Senevor diVerbood

Senevor diVerbood
.....
Address & Occupation

~~Approved by the Council of the City of Blacktown~~

REGISTERED  14-2-1994

General Manager

DP 836944

~~1943~~

MORTGAGE UNDER MORTGAGE No. N428658/a R 5142
SIGNED AT SYDNEY THIS 8TH DAY OF
FEBRUARY 1904 FOR NATIONAL
AUSTRALIA BANK LIMITED No. 001044937
BY VIVIANE MCENE DALY BY APPOINTED
ATTORNEY UNDER POWER OF ATTORNEY
No. 549 BOOK 3834.

[Handwritten Signature]
.....
APPROVER

WITNESS:
GERALDINE LICERALE

F George St., Sydney

Bank Officer

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

Ref.: 4309:95319
Ppty: 47110

Cert. No.: 952

Applicant:
SHEREE HAYDEN CONVEYANCING
PO BOX 4176
BRADBURY NSW 2560

Receipt No.: 4637116
Receipt Amt.: 53.00
Date: 13-Aug-2020

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

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

Legal Description: LOT 35 DP 841270

Street Address: 93 KENDALL DRIVE, CASULA NSW 2170

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

Note: Commonly Used Abbreviations:

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



1. Names of relevant planning instruments and DCPs

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

LEPs:

Liverpool LEP 2008

SEPPs*:

SEPP No. 33 – Hazardous and Offensive Development

SEPP No. 50 – Canal Estate Development

SEPP No. 55 – Remediation of Land

SEPP No. 62 – Sustainable Aquaculture

SEPP No. 65 – Design Quality of Residential Flat Development

SEPP (Building Sustainability Index: BASIX) 2004

SEPP No. 70 – Affordable Housing (Revised Schemes)

SEPP (Infrastructure) 2007

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Miscellaneous Consent Provisions) 2007

SEPP (State and Regional Development) 2011

SEPP (Education Establishments and Child Care Facilities) 2017

SEPP (Vegetation in Non-Rural Areas) 2017

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

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP No 19 – Bushland in Urban Areas

SEPP No 21 – Caravan Parks

SEPP No 30 – Intensive Agriculture

SEPP 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:

Draft Liverpool Local Environmental Plan 2008 (Amendment 82)

Draft SEPPs*:

Draft SEPP (Competition) 2010

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

Liverpool DCP 2008

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

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

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

R2 Low Density Residential - Liverpool LEP 2008

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

Home-based child care; Home occupations

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

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

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

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

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

No

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

No

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

No

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

No

3. Complying development

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

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

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

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

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

Nil

4. Coastal protection*

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

No

4A. Certain information relating to beaches and coasts*

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

No

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

Not applicable

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

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

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

No

5. Mine subsidence*

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

No

6. Road widening and road realignment

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

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

No

(b) An EPI?

No

(c) A resolution of the council?

No

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

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

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

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

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

7A. Flood related development controls information

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

No

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

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

No

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

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

8. Land reserved for acquisition

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

No



9. Contribution Plans

Liverpool Contributions Plan 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.

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

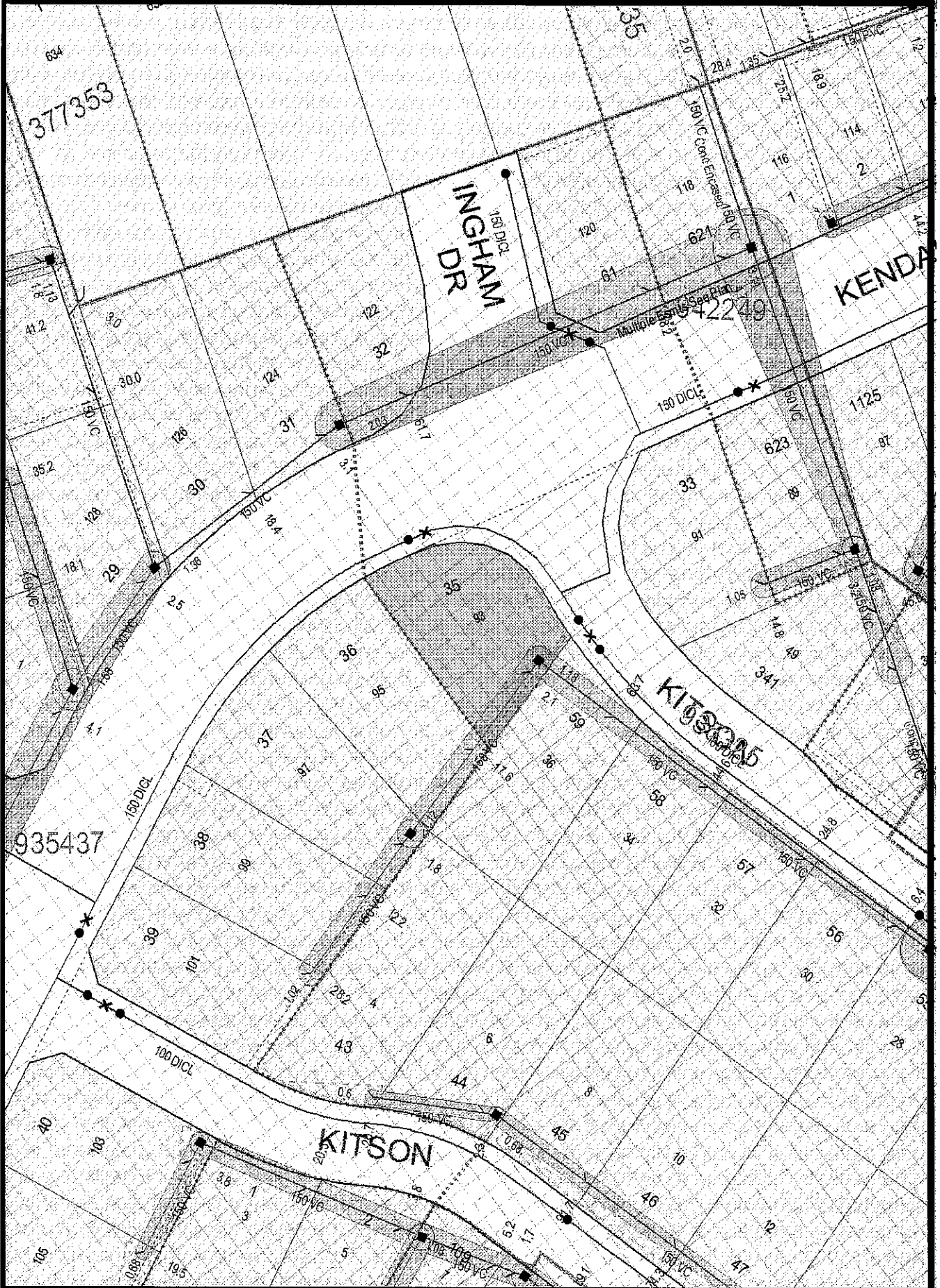


Eddie Jackson



Acting Chief Executive Officer
Liverpool City Council





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

Copy of Diagram No. **772007** **E**

WATER BOARD
SEWERAGE SERVICE DIAGRAM
 MUNICIPALITY OF **LIVERPOOL**
 SUBURB OF **CASULA**

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

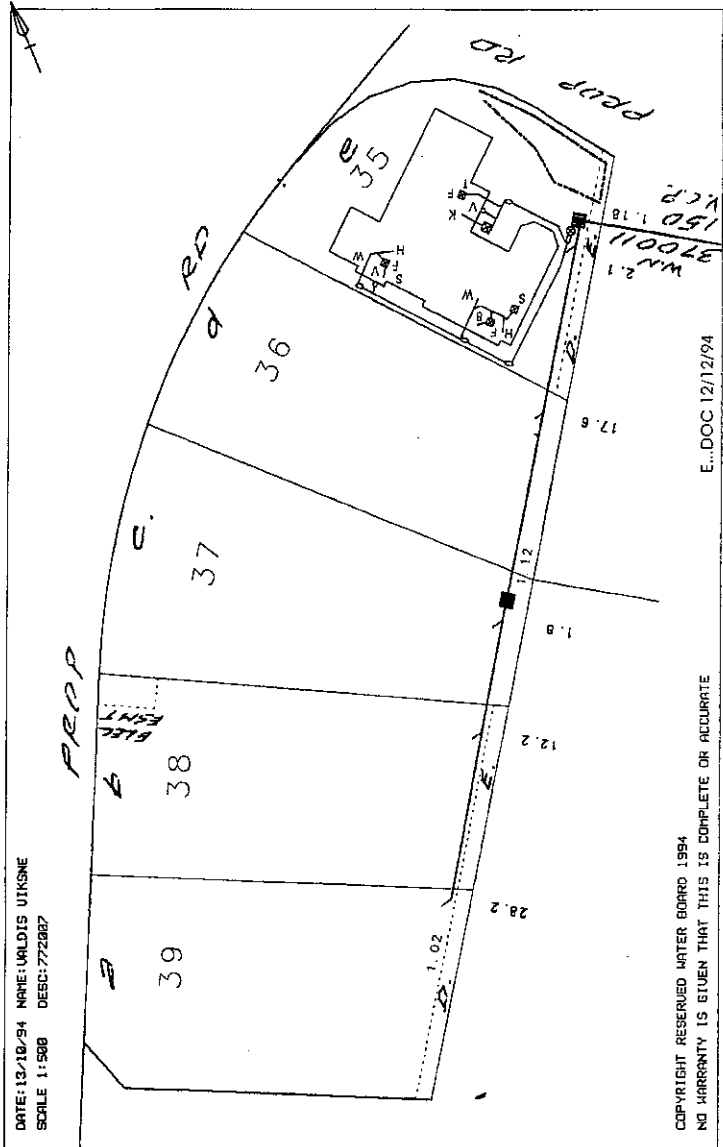
PLUMBING Inspected YES NO
 Inspector _____
 Cert. Of Compliance No. _____
 Boundary Trap is not required

- SYMBOLS AND ABBREVIATIONS**
- INDICATES - DRAINAGE FITTINGS**
- Manhole
 - Ch. Chamber
 - L.H. Lampole
 - ⊙ Boundary Trap
 - ⊕ Inspection Shaft
 - ⊖ Pit
 - ⊗ MF Grease Interceptor
 - ⊘ Jn. Junction
 - ⊙ Gully Rodding Point
 - ⊙ Bid. Bidet
 - ⊙ S. Shower
 - ⊙ D.W. Dishwasher
 - ⊙ F. Floor Waste
 - ⊙ M. Washing Machine
 - ⊙ B. Bath Waste
 - ⊙ L.S. Lab Sink
 - ⊙ W.S. Waste Stack
- INDICATES - PLUMBING FIXTURES & OR FITTINGS**
- CO V. Clear Out
 - T. Tube
 - K. Kitchen Sink
 - W. Water Closet
 - B. Bath
 - H. Handbasin
 - SV. Soil Vent Pipe

Sewer Available/Unavailable*

This Diagram has been compiled from information kept as part of the Board's records. Responsibility is given to the user of this diagram to check actual dimensions or boundaries. Persons wishing to satisfy themselves as to the precise location of any service must rely on their own enquiries. Records upon which this diagram is based are available for personal inspection at Business Office of the Water Board.

* Where a diagram has been prepared depicting a drainage system for which a sewer is unavailable this is not to be taken as an approval for connection of the system to a Board sewer if it becomes available nor is it taken to be an indication of suitability of the system as depicted for connection to any Water Board sewer which may become available for connection.



DATE: 13/10/94 NAME: UALDIS UTKSNE
 SCALE 1:500 DESC: 772007

E... DOC 12/12/94
 COPYRIGHT RESERVED WATER BOARD 1994
 NO WARRANTY IS GIVEN THAT THIS IS COMPLETE OR ACCURATE

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

98DNC160295