

19 Kimberley Drive

Edmondson Park NSW 2174

Draft Contract

McGrath

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath Liverpool PO Box 114, LIVERPOOL NSW 1871	Phone: 02 9824 1100 Fax: 02 9824 1120 Ref: Frank Bartolone
co-agent		
vendor	Kofi Amoako-Agyeman 19 Kimberley Drive, Edmondson Park, NSW 2174	
vendor's solicitor	Alexander Richards Lawyers Level 2, 215-219 George Street, LIVERPOOL NSW 2170 PO Box 102, EDENSOR PARK NSW 2176	Phone: 02 8786 1552 Email: rasfour@arlawyers.com.au Fax: 02 8786 0552 Ref: RA:20058
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	19 Kimberley Drive, Edmondson Park, New South Wales 2174 Registered Plan: Lot 307 Plan DP 1168490 Folio Identifier 307/1168490	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

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

Choices

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

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

Electronic transaction (clause 30) no YES

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

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

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

Purchaser must make a **GSTRW payment** (GST residential withholding payment) NO yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a party;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under 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 party;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • 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 party, the party's solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the party;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

- 5.1 If a form of *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 serving it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 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.
 The *parties* must make any necessary adjustment on completion.
- 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*.

between:

(*vendor*)

and:

(*purchaser*)

30 ALTERATIONS TO PRINTED FORM

- 30.1 Clause 7.1.1 is deleted.
- 30.2 Clause 7.2.1 “10%” is reduced to “1%”.
- 30.3 Clause 8.1 Delete the words “on reasonable grounds”.
- 30.4 Clause 10.1.8 and 10.1.9 replace the word “substance” with the word “existence”.
- 30.5 Clause 16.5 Delete the words “plus another 20% of that fee”.
- 30.6 Clause 16.7 Delete the words “cash (up to \$2,000) or”. Amend the word “settlement” to read “Bank”.
- 30.7 Clause 16.8 is amended by replacing the word “settlement” with the word “Bank” and replacing “\$10.00” with “\$5.00”.
- 30.8 Clause 24.3.3 of this Contract is deleted.
- 30.9 Clause 29 of this Contract is deleted.

31 AGENT’S COMMISSION INDEMNITY

The purchaser was not introduced to the property or the Vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the Vendor's agent or co-agent, if any, as specified in this Contract). The purchaser will indemnify the Vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the Vendor. This right continues after completion.

32 CONDITION OF PROPERTY

- 32.1 Exclusion on pre-Contractual representations:-
 - 32.1.1 This Contract constitutes the entire agreement between the Vendor and the Purchaser relating to the sale of the property.
 - 32.1.2 The parties have not entered into and are not bound by any collateral or other agreement apart from this Contract.
 - 32.1.3 The parties are not bound by any warranty, representation, collateral agreement or implied term under the general law or imposed by legislation unless:

- (a) such warranty, representation, agreement or term is contained in the express terms of this Contract; and
- (b) it is an implied term of warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.

32.1.4 The subject property and all buildings and improvements thereon and all appurtenances thereto are sold and purchased in their present condition with any defects in regard to construction, state of repair, position, or otherwise and the Purchasers acknowledge that they purchase the same relying on their own inspection, knowledge and enquiries and that they do not rely on any warranties or representations made to them by or on behalf of the Vendors. The Purchasers shall make no objection, or claim for compensation regarding any such matters nor shall they call upon the Vendors to carry out work whatsoever in relation to the subject property.

32.2 The Purchaser will be deemed to have satisfied itself as to:

- (a) the identification of the property;
- (b) The position of any improvements thereon;
- (c) whether there is any encroachment by or upon the property;
- (d) whether the provisions of the Local Government Act 1993 and the Regulation and Ordinances thereunder have been complied with; and
- (e) whether there are any irregularities as defined by the provisions of the Local Government Act 1919/93 or the Environment Planning Assessment Act 1979 or any Ordinance or Regulation made thereunder.

32.3 The Purchaser will not be entitled to rescind this Contract nor to delay completion nor to object requisition or claim compensation in relation to any of the above matters. Any additional survey required by the Purchaser will be obtained by the Purchaser at its own expense.

34.4 A right to damages on the part of the Purchaser shall not attach to any breach by the Vendor of a statutory warranty under Section 52A of the Conveyancing Act.

32.5 The Purchasers acknowledge that they have inspected the Sewerage Service which is annexed to this contract, and agree that no objection, requisition or claim for compensation shall be made in respect of any matter arising from such diagrams.

33 NO WARRANTY BY THE VENDOR AS TO USE OF THE PROPERTY

33.1 Without in any manner excluding, modifying or restricting the rights of the Purchaser under Section 52A(2)(6) of the Conveyancing Act 1919 and the Conveyancing (Vendor Disclosure and Warranty) Regulation 1986, the Vendor makes no warranty as to the completeness or accuracy of any of the documents or copy documents annexed hereto.

33.2 The Purchaser acknowledges that the Purchaser, when entering into this Contract, relied exclusively on the following matters independently of any statements, inducements or

representations made by or on behalf of the Vendor (including by any real estate agent acting on behalf of the Vendor):-

- 33.2.1 the inspection of any investigations relating to the land made by or on behalf of the Purchaser;
 - 33.2.2 the warranties and representations expressly contained in the Contract;
 - 33.2.3 the skill and judgment of the Purchaser, its consultants and representatives;
 - 33.2.4 opinions or advice obtained by the Purchaser independently of the Vendor or of the Vendor's agents or employees.
- 33.3 The Purchaser must satisfy itself on all matters relating to the use of the property because the Vendor gives no warranty as to the use to which the property may be put.
- 33.4 The Purchaser will be deemed to have entered into this Contract with full knowledge of and subject to any prohibition or restriction upon the use of the property, whether under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Order of Court, or otherwise.
- 33.5 If the use to which the Vendor has put the property is permissible only with the consent of any authority under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Order of Court or otherwise, the Purchaser must obtain consent at the Purchaser's own expense.
- 33.6 Completion of this Contract will not be conditional or dependent upon any matter referred to in this clause.

34 INSPECTIONS BY THE PURCHASER

- 34.1 The Purchaser has inspected the property, and if applicable, the common property and is satisfied regarding all defects both latent and patent and is not entitled to make any objection, requisition or claim for compensation in relation to such defects nor delay completion because of any such defect.
- 34.2 The Purchaser acknowledges that no representations, inducements or warranties have been made by the Vendor or its agents or representatives relating to the present state or condition of the property, its suitability for the purposes of the Purchaser, the improvements erected on the property, any contamination relating to, caused by, or affecting the property or any proposed work to be done to the property. The Purchaser purchases the property in its existing condition and state of repair.
- 34.3 This clause applies only if the land is a lot in a strata, neighbourhood, precinct or community scheme. The Purchaser acknowledges that the Purchaser has inspected the books and records of the owners' corporation. The Purchaser is not entitled to make any objection, requisition or claim for compensation nor delay completion in relation to any matters affecting the scheme disclosed in the records of the owners' corporation.

35 CAPACITY

- 35.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:
- 35.1.1 dies or becomes mentally ill, then the other party may rescind this Contract by written notice to the first party's solicitor and thereupon this Contract will be at an end and the provisions of clause 19 apply; or
- 35.1.2 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 enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this Contract.
- 35.2 The Purchaser warrants that the Purchaser has the legal capacity to enter into this Contract.

36 GOODS AND SERVICES TAX ("GST")

- 36.1 If the Vendor is liable to pay Goods and Services Tax ("GST") on this sale, then the Purchaser must pay the Vendor an additional amount equal to the purchase price specified on page 1 of this Contract multiplied by the prevailing rate of GST and this additional amount shall be paid by the Purchaser on the earlier of:-
- (a) completion;
 - (b) payment to the Vendor of any part of the price; or
 - (c) the Vendor being required to pay GST in relation to any aspect of the sale.
- 36.2 If the Vendor is entitled to pay GST under the scheme known as or generally referred to as the margin scheme in the A New Tax System (Goods and Services Tax) Act 1999, the Purchaser may elect that the additional amount under the sub-clause 37.1 be calculated in accordance with the margin scheme.
- 36.3 The Purchaser must serve notice of its election under sub-clause 37.2 on the Vendor on the date hereof, failing which the Purchaser will not have any entitlement to make the election referred to in sub-clause 37.2.
- 36.4 If the Purchaser elects to take advantage of the margin scheme, the Vendor will calculate the GST payable under the margin scheme and the Purchaser must pay the amount of the GST as determined by the Vendor.
- 36.5 The Purchaser acknowledges that, if the Purchaser elects to utilise the margin scheme, the Purchaser will not be entitled to claim an input tax credit in respect of the GST paid by the Purchaser.
- 36.6 The Purchaser acknowledges that if the subject matter of this sale is residential premises that the same are input taxed and therefore not liable to GST to the extent that the premises are to be used predominantly for residential accommodation. The current use of the premises is

predominantly for residential accommodation in accordance with the provisions of A New Tax System (Goods and Services Tax) Act 1999. In the event that the Purchaser subsequently uses the premises to the extent that they become totally non residential purposes and thus lose input tax status and a liability for GST arises then the Purchaser acknowledges that the provisions of clause 37.1 shall apply and that the obligation in the Purchaser to pay such sum shall not merge on completion of this agreement.

- 36.7 The Vendor shall not be required to complete the transaction unless and until the Purchaser pays or allows to the Vendor any amount of GST imposed upon the Vendor as a result of the supply made under this agreement.
- 36.8 The Purchaser acknowledges that this special condition is an essential term of the Contract and shall not merge on completion.

37 INVESTMENT OF DEPOSIT

The parties authorise and direct the deposit holder to invest the deposit with the Vendor's Agent. The deposit holder will in no way be liable for any delay, default or in any other manner whatsoever in respect of the authority given under this clause.

38 RELEASE OF DEPOSIT

- 39.1 The Purchaser authorises the Vendor to use all or part of the deposit as a deposit on a purchase by the Vendor of a property and as duty on the Contract for the sale of land for that property. The purchaser authorises the stakeholder to release all or part of the deposit for those purposes and must give on request to the stakeholder a written authority to release all or part of the deposit.

40 DEPOSIT BOND

- 40.1 (a) "Bond" means the deposit guarantee bond for \$..... to be given to the vendor by ("the guarantor").
- (b) If agreed by the vendor, instead of paying the deposit as required by pursuant to clause 2 of this contract, the purchaser may deliver to the vendor (on or before the date of entry into the contract) the bond.
- (c) On completion of the contract, the purchaser must pay the amount of the deposit to the vendor by bank cheque.
- (d) If the vendor terminates the contract for the default of the purchaser in circumstances where, had the deposit been paid, the vendor could have forfeited it, then the vendor may thereupon demand payment from the guarantor of the amount stipulated in the bond without further notice to the purchaser.

- 40.2 (a) No later than six (6) weeks prior to the expiration of the Bond (time being of the essence) the Purchaser must provide to the Vendor a replacement bond (“Replacement Bond/s”) and until completion of this Contract and continue to provide Replacement Bond/s in accordance with the time provisions stipulated in this clause in identical terms and conditions to the Bond originally provided under this Contract. The replacement Bond/s must not expire earlier than 12months from the date of the Replacement Bond/s and be otherwise acceptable to the Vendor.
- (b) If the Purchaser fails to comply with the provisions of Special Condition 40.2 (a), the Vendor will be entitled to and the Purchaser irrevocably authorises the Vendor to call on the then current Bond or Replacement Bond/s.
- (c) In the event of the Vendor being entitled to call on the Bond or Replacement Bond/s pursuant to Special Condition 40, any amount paid by the institution issuing the Bond or Replacement Bond/s shall be deemed to be the deposit paid pursuant to clause 2 of the Contract and shall be held pursuant to that clause.

41 PAYMENT OF DEPOSIT LESS THAN 10%

Without in any way limiting any of the Vendor’s rights under this contract following a default by the Purchaser, in its obligations under the contract, the Purchaser acknowledges and agrees that if the Vendor agrees to accept less than 10% of the purchase price as a deposit, and if the Purchaser defaults in its obligations under this contract and the Vendor terminates this contract, then the Vendor is entitled to recover the balance of the deposit from the Purchaser up to a maximum amount of 10% of the purchase price as a liquidated debt and the Purchaser will immediately upon demand pay to the Vendor the difference between 10% of the purchase price and the amount actually paid. If the deposit listed on the front page of the contract is less than 10% of the purchase price, then this clause prevails and the deposit is deemed to be 10% of the purchase price.

42 BOUNDARY FENCES

No objection shall be taken, nor shall the Purchaser be entitled to raise any requisitions or make any claim for compensation if any boundary of the land parcel is not fenced or that any fence or wall erected is not upon or within such boundary.

43 PARTS OF THIS CONTRACT TO APPLY AFTER COMPLETION

Any term of this Contract which is capable of applying after completion will continue to apply after completion.

46 LAND TAX AND OUTGOINGS

- 46.1 The parties hereto agree that in the event that the Vendor has paid or is liable to pay land tax for the year current as at the date of appointment, and notwithstanding any provision to the contrary contained herein, the amount paid by the Vendor in respect of the subject property shall be adjusted as between the Vendor and the purchaser in accordance with the relevant provisions of clause 14 hereof.
- 46.2 If there is outstanding land tax on the property the purchaser agrees to release from the deposit, sufficient money to pay land tax and obtain a clear land tax certificate prior to completion.

47 PROCEEDINGS

If any proceedings to set aside this Contract or restrain completion of it are commenced in any court of competent jurisdiction or if any order is made setting aside this Contract or restraining completion of it, the Vendor may by written notice to the purchaser rescind this Contract and the provisions of clause 19 will apply. The Vendor's decision will be final and binding on the purchaser.

49 F.I.R.B. APPROVAL

The purchaser warrants to the Vendor that the purchaser is entitled to purchase the subject property without obtaining an approval from the Foreign Investment Review Board. The purchaser hereby indemnifies and holds indemnified the Vendor against all liability, loss, damage, and expenses on an indemnity basis which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

50 LATE SERVICE OF TRANSFER

Should the purchaser's solicitor fail to serve the transfer within the time limits specified under clause 4.1, and as a result the vendor's solicitor is required to prepare the transfer, the purchaser shall pay the vendor's solicitor fee of \$165.00 on settlement being the cost of preparing the said transfer.

**51 PURCHASER'S REPRESENTATIONS, WARRANTIES AND
ACKNOWLEDGEMENTS**

- 51.1 Without excluding, modifying or restricting the Purchaser's rights under section 52A (2) (b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2000 the property will be sold in its condition at the completion date and the Purchaser accepts it with all faults, latent and patent defects.
- 51.2 The Purchaser represents and warrants that:

- (a) The Purchaser was not induced to enter into this Contract by, and did not rely on, any representations or warranties about the subject matter of this Contract (including, without limitation, representations or warranties about the nature or fitness or suitability for any purpose of the property or about any financial return or income to be derived from the property) except those representations and warranties set out in this Contract.
- (b) The Purchaser shall not be entitled to make any claim for compensation, objection or requisition in relation to any matter disclosed in this clause.
- (c) Before entering into this Contract the Purchaser has relied entirely on its own enquires relating to the property made by or on the Purchaser's behalf.
- (f) The Purchaser warrants it has obtained appropriate independent advice including legal advice on and is satisfied about:
 - (i) the Purchaser's obligations and rights under this Contract; and
 - (ii) the nature of the property and the purposes for which the property may be lawfully used; and
 - (ii) the Purchaser's entitlement (if any) to claim income tax deductions under the Income Tax Assessment Act 1997 for depreciation of any plant or equipment in the building or in connection with the costs of construction of the building.
- (g) The Purchaser acknowledges that any Architectural Plans or promotional material which the Purchaser may receive from any person in respect of the property will not form part of this Contract and the Purchaser will not be entitled to make any claim, objection or requisition or rescind or terminate or delay completion in respects to any matter arising from such material.

51.3 The Purchaser acknowledges that this Contract and its Annexures is the entire agreement between the parties.

52 COMPLETION AND NOTICE TO COMPLETE

52.1 The vendor and purchaser must complete this contract by 4.00pm on the completion date. If completion does not occur in accordance with this clause, the party that is ready willing and able to complete, may serve the other party with a Notice to Complete that:

- a. requires the other party to complete the contract within 14 ordinary days after the date of service of the notice; and
- b. making time of the essence.

52.2 The parties acknowledge that 14 days referred to immediately above is a reasonable and sufficient period of time to complete the contract.

52.3 Should the vendor become entitled to serve a Notice to Complete, the purchaser will pay to the vendor on settlement the sum of \$330.00 by the way of agreed costs which the parties agree is a reasonable amount to cover the expenses of serving each or any such notice.

52.4 Irrespective of clause 52.4, should the vendor become entitled to serve a Notice to Complete, but the vendor elects not to, the purchaser will pay to the vendor on settlement the sum of \$275.00 by way of agreed costs which the parties agree is a reasonable amount to cover the legal fees of the vendor for the breach of the purchaser.

53 LATE COMPLETION

If this Contract is not completed for any reason, other than the Vendor's default, on or before the Completion date, then in addition to any other right which the Vendor may have under this Contract or otherwise, the Purchaser will on completion of this Contract pay to the Vendor interest on the balance of the purchase price at the rate of 12% per annum calculated on a daily basis, commencing on the Completion date and continuing until completion of this Contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion

54 CANCELLATION OF SETTLEMENT

In the event that a purchaser cancels settlement on the day fixed for completion, irrespective of whether the day fixed for completion is the completion date or any other date, or settlement is cancelled by the vendor due to an error or breach by the purchaser, the purchaser shall pay to the vendor the sum of \$150.00 by way of agreed liquidated damages to be adjusted on completion. For the avoidance of doubt, the said sum can be charged by the vendor more than once. The purchaser acknowledges that this clause is an essential term of the contract and that the vendor is not obliged to complete unless the purchaser complies with this clause.

55 PRINTED CONTRACTS

55.1 If there is any inconstancy between these Special Conditions and the printed conditions of this Contract, then these Special Conditions shall prevail.

56 REQUISITIONS

The purchaser acknowledges that the only form of requisitions on title, which are deemed to be served on exchange of contracts, that the purchaser shall be entitled to raise pursuant to clause 5 shall be as those annexed hereto.

57 GUARANTEE AND INDEMNITY

57.1 Consideration and severability

In the event that the purchaser hereunder is a company, the directors of the company must execute the contract and hereby covenant as guarantees as follows:

- (a) The Covenantor gives the guarantees and indemnities in this part in consideration of the vendor entering this contract at the Covenantor's request.

- (b) If the Covenant executes this contract after the vendor, the Covenantor warrants that it grants the guarantees and indemnities in this part as result of valuable consideration provided to it by the vendor.
- (c) The covenants, guarantees and indemnities in this part are severable.

57.2 Guarantee

The Covenantor unconditionally and irrevocably guarantees to the vendor:

- (a) the payment of the balance of the price by the purchaser to the vendor;
- (b) every other amount payable by the purchaser under this contract; and
- (c) the performance of the purchaser's obligations under this contract.

57.3 Indemnity

- (a) The Covenantor indemnifies the vendor against any claim, action, loss, damage, cost, liability, expenses or payment in connection with or arising from any breach or default or attempted breach or default by the purchaser of its obligations under this contract.
- (b) The Covenantor must pay on demand any money due to the vendor by reason of this indemnity including the balance of the price, the adjustments due to the vendor on completion and interest under Special Conditions 8.2.

57.4 Covenants

- (a) The Covenants is jointly and severally with the purchaser liable to the vendor for:
 - (1) the purchaser's observance and performance of its obligations under this contract; and
 - (2) any damage incurred by the vendor as result of:
 - (A) the purchaser's failure to observe and perform its obligations under this contract or its default under this contract; or
 - (B) the termination or recession of this contract by the vendor.
- (b) Until the vendor has received all money payable by the purchaser or the Covenantor under this contract, and the due performance by the purchaser and the Covenantor of their several obligations under this contract, neither the purchaser nor the Covenantor may:
 - (1) claim or receive the benefit of:
 - (A) a dividend or distribution;
 - (B) a payment out of the estate or assets; or
 - (C) a payment in the liquidation, winding up or bankruptcy of a person liable jointly with the purchaser or the Covenantor to the vendor or liable under a security for money payable by the purchaser or the Covenantor; or
 - (2) prove in an estate or in relation to an asset in a liquidation, winding up or bankruptcy in competition with the vendor unless the amount the vendor is entitled to will not be reduced as a result.
- (c) The Covenantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of a right of the vendor under this part.

- (d) The Covenantor's obligations are not affected if:
 - (1) the vendor releases or enters into a composition with the Covenantor;
 - (2) a payment made to the vendor is later avoided; or
 - (3) the vendor assigns or transfers the benefit of this contract.
- (e) If the vendor assigns or transfers the benefit of this contract, the assignee receives the benefit of the Covenantor's covenants, agreements, guarantees and indemnities.

57.5 Continuing effect

The obligations of the Covenantor under this part are not released, discharged or otherwise affected by:

- (a) the grant of any time, waiver, covenant not to sue or other indulgence;
- (b) the release (including without limitation a release as part of a novation) or discharge or a person
- (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the Covenantor or any other person;
- (d) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
- (e) a variation of this contract including, without limitation, a variation in the date of completion of this contract;
- (f) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;
- (g) payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- (h) the winding up of the purchaser.

58 SALE BY AUCTION

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

Bidders record means the bidders record to be kept pursuant to clause 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;

- (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer; and
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 2A, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the vendor or announces 'vendor bid'.
- 2A. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a vendor as executor or administrator:
- (a) More than one vendor bid may be made to purchase interest of co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the vendor; and
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
3. The following condition, in addition to those prescribed by subclause 1, is prescribed as applicable to and in respect of the sale by auction of livestock. The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor the full amount of the purchase price:
- (a) If amount can reasonably be determined immediately after fall of hammer – before the close of the next business day following the auction; or
 - (b) If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?

17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 22.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 307/1168490

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	-----
4/3/2020	4:06 PM	6	1/9/2018

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

LAND

LOT 307 IN DEPOSITED PLAN 1168490
AT EDMONDSON PARK
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF MINTO COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1168490

FIRST SCHEDULE

KOFI AMOAKO-AGYEMAN (T AJ591379)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 *J476019 EASEMENT FOR TRANSMISSION LINE 30.48 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- * 0896377 EASEMENT VESTED IN PROSPECT ELECTRICITY
- 3 * DP1168485 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 * DP1168490 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 * DP1168490 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1168490 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 AK622784 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

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Received: 04/03/2020 16:06:17

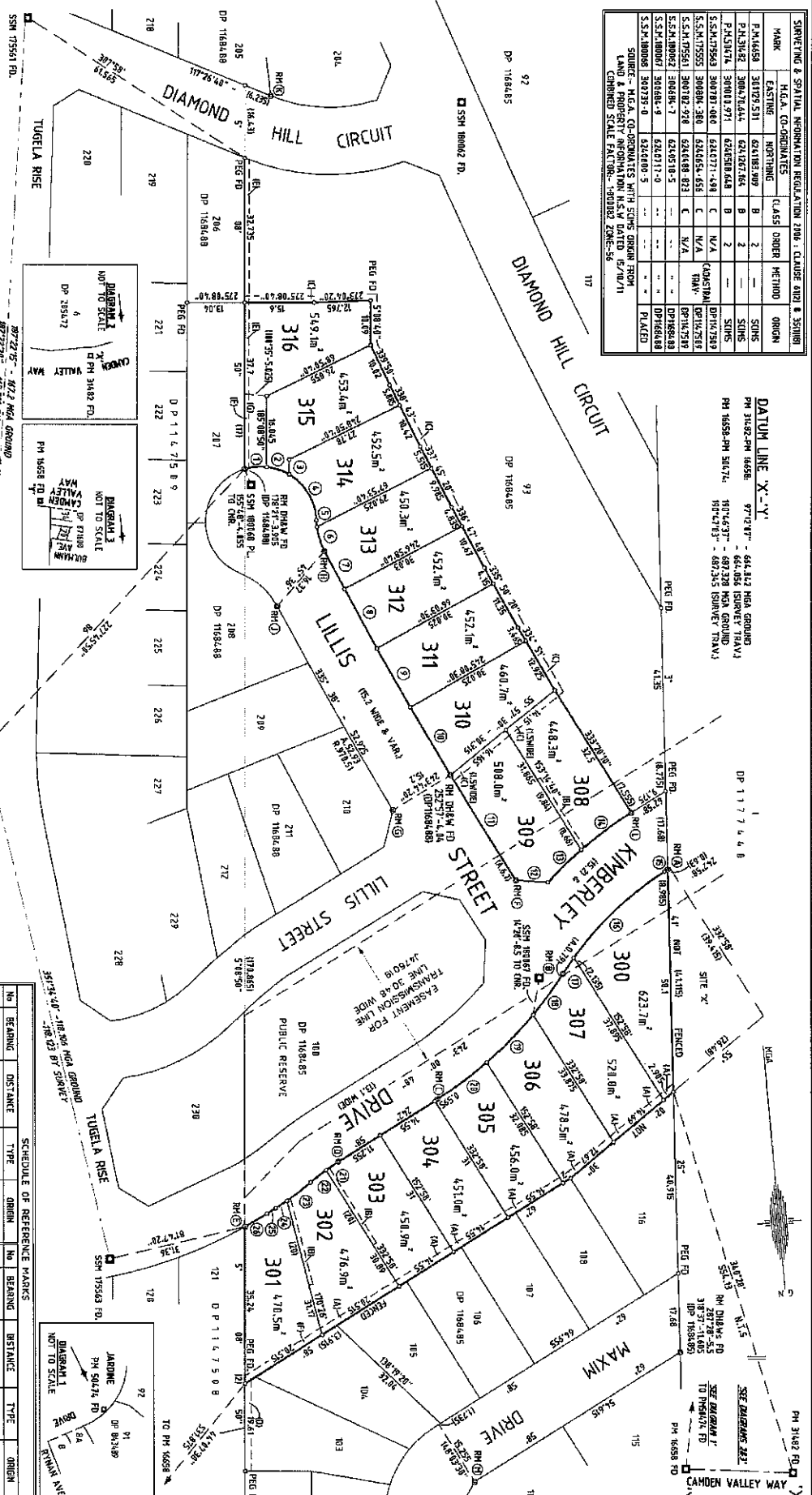
PLAN FORM 2 (A2) DP1168490

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 1 sheets

MARK	H.I.A. CO-ORDINATES	CLASS	ORDER	METHOD	ORIGIN
P.16458	30175.510	624183.700	B	2	SUNS
P.16459	30175.510	624183.700	B	2	SUNS
P.16460	30175.510	624183.700	B	2	SUNS
P.16461	30175.510	624183.700	B	2	SUNS
P.16462	30175.510	624183.700	B	2	SUNS
P.16463	30175.510	624183.700	B	2	SUNS
P.16464	30175.510	624183.700	B	2	SUNS
P.16465	30175.510	624183.700	B	2	SUNS
P.16466	30175.510	624183.700	B	2	SUNS
P.16467	30175.510	624183.700	B	2	SUNS
P.16468	30175.510	624183.700	B	2	SUNS
P.16469	30175.510	624183.700	B	2	SUNS
P.16470	30175.510	624183.700	B	2	SUNS
P.16471	30175.510	624183.700	B	2	SUNS
P.16472	30175.510	624183.700	B	2	SUNS
P.16473	30175.510	624183.700	B	2	SUNS
P.16474	30175.510	624183.700	B	2	SUNS
P.16475	30175.510	624183.700	B	2	SUNS
P.16476	30175.510	624183.700	B	2	SUNS
P.16477	30175.510	624183.700	B	2	SUNS
P.16478	30175.510	624183.700	B	2	SUNS
P.16479	30175.510	624183.700	B	2	SUNS
P.16480	30175.510	624183.700	B	2	SUNS
P.16481	30175.510	624183.700	B	2	SUNS
P.16482	30175.510	624183.700	B	2	SUNS
P.16483	30175.510	624183.700	B	2	SUNS
P.16484	30175.510	624183.700	B	2	SUNS
P.16485	30175.510	624183.700	B	2	SUNS
P.16486	30175.510	624183.700	B	2	SUNS
P.16487	30175.510	624183.700	B	2	SUNS
P.16488	30175.510	624183.700	B	2	SUNS
P.16489	30175.510	624183.700	B	2	SUNS
P.16490	30175.510	624183.700	B	2	SUNS
P.16491	30175.510	624183.700	B	2	SUNS
P.16492	30175.510	624183.700	B	2	SUNS
P.16493	30175.510	624183.700	B	2	SUNS
P.16494	30175.510	624183.700	B	2	SUNS
P.16495	30175.510	624183.700	B	2	SUNS
P.16496	30175.510	624183.700	B	2	SUNS
P.16497	30175.510	624183.700	B	2	SUNS
P.16498	30175.510	624183.700	B	2	SUNS
P.16499	30175.510	624183.700	B	2	SUNS
P.16500	30175.510	624183.700	B	2	SUNS

DATUM LINE 'X'-Y'
 PM 31822 PM 16858 97°27'00" - 664.812 MGA GROUND
 PM 31822 PM 16858 97°27'00" - 664.812 MGA GROUND
 PM 16858 PM 50174 100°14'37" - 689.328 MGA GROUND
 PM 16858 PM 50174 100°14'37" - 689.328 MGA GROUND
 PM 16858 PM 50174 100°14'37" - 689.328 MGA GROUND



SCHEDULE OF BOUNDARY LINES

NO	BEARING	DISTANCE	ARC RADIUS	NO BEARING	DISTANCE	ARC RADIUS	NO BEARING	DISTANCE	ARC RADIUS
1	262°14'	5.025	5.04	12.5	14.2	14.03	14.45	9.0	
2	112°26'	5.025	5.04	12.5	14.2	14.03	14.45	9.0	
3	185°09'48"	3.325	3.305	15	24.278	15.4	24.278	7.8	
4	185°09'48"	3.325	3.305	15	24.278	15.4	24.278	7.8	
5	108°46'44"	1.485	1.485	14	19	220°56'40"	14.345	14.395	90.2
6	167°30'20"	5.11	5.12	16	220°56'40"	14.345	14.395	90.2	
7	167°30'20"	5.11	5.12	16	220°56'40"	14.345	14.395	90.2	
8	167°30'20"	5.11	5.12	16	220°56'40"	14.345	14.395	90.2	
9	167°30'20"	5.11	5.12	16	220°56'40"	14.345	14.395	90.2	
10	167°30'20"	5.11	5.12	16	220°56'40"	14.345	14.395	90.2	
11	167°30'20"	5.11	5.12	16	220°56'40"	14.345	14.395	90.2	
12	167°30'20"	5.11	5.12	16	220°56'40"	14.345	14.395	90.2	
13	167°30'20"	5.11	5.12	16	220°56'40"	14.345	14.395	90.2	

PERMANENT MARK CONNECTIONS CLASS

NO	BEARING	DISTANCE	MARK	CLASS
1	262°14'	5.025	SPM 16848	1.5 WIDE
2	112°26'	5.025	SPM 16848	1.5 WIDE
3	185°09'48"	3.325	SPM 16848	1.5 WIDE
4	185°09'48"	3.325	SPM 16848	1.5 WIDE
5	108°46'44"	1.485	SPM 16848	1.5 WIDE
6	167°30'20"	5.11	SPM 16848	1.5 WIDE
7	167°30'20"	5.11	SPM 16848	1.5 WIDE
8	167°30'20"	5.11	SPM 16848	1.5 WIDE
9	167°30'20"	5.11	SPM 16848	1.5 WIDE
10	167°30'20"	5.11	SPM 16848	1.5 WIDE
11	167°30'20"	5.11	SPM 16848	1.5 WIDE
12	167°30'20"	5.11	SPM 16848	1.5 WIDE
13	167°30'20"	5.11	SPM 16848	1.5 WIDE

SCHEDULE OF REFERENCE MARKS

NO	BEARING	DISTANCE	ORIGIN	NO BEARING	DISTANCE	ORIGIN
A	292°22'	5.025	DP1168485	0	4.637	4.415
B	388°17'	3.87	DP1168485	0	4.637	4.415
C	388°17'	3.87	DP1168485	0	4.637	4.415
D	388°17'	3.87	DP1168485	0	4.637	4.415
E	388°17'	3.87	DP1168485	0	4.637	4.415
F	388°17'	3.87	DP1168485	0	4.637	4.415
G	388°17'	3.87	DP1168485	0	4.637	4.415
H	388°17'	3.87	DP1168485	0	4.637	4.415
I	388°17'	3.87	DP1168485	0	4.637	4.415
J	388°17'	3.87	DP1168485	0	4.637	4.415
K	388°17'	3.87	DP1168485	0	4.637	4.415
L	388°17'	3.87	DP1168485	0	4.637	4.415
M	388°17'	3.87	DP1168485	0	4.637	4.415
N	388°17'	3.87	DP1168485	0	4.637	4.415
O	388°17'	3.87	DP1168485	0	4.637	4.415
P	388°17'	3.87	DP1168485	0	4.637	4.415
Q	388°17'	3.87	DP1168485	0	4.637	4.415
R	388°17'	3.87	DP1168485	0	4.637	4.415
S	388°17'	3.87	DP1168485	0	4.637	4.415
T	388°17'	3.87	DP1168485	0	4.637	4.415
U	388°17'	3.87	DP1168485	0	4.637	4.415
V	388°17'	3.87	DP1168485	0	4.637	4.415
W	388°17'	3.87	DP1168485	0	4.637	4.415
X	388°17'	3.87	DP1168485	0	4.637	4.415
Y	388°17'	3.87	DP1168485	0	4.637	4.415
Z	388°17'	3.87	DP1168485	0	4.637	4.415

Surveyor: ROBERT BENNARD GALLAGHER
 Date of Survey: 20/11/12
 Surveyor's Ref: 22750/DP3

PLAN OF:
 SUBDIVISION OF
 LOTS 94 & 98 DP 1168485

LGA: LIVERPOOL
 Locality: EDMONDSON PARK
 Subdivision No: 5
 Lengths are in metres. Reduction Ratio: 1:500

Registered
 13.3.2013
 DP1168490

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheets


* OFFICE USE ONLY

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

DP1168490

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

- 1.) EASEMENT TO DRAIN WATER 1.5 WIDE (A)
- 2.) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (B)
- 3.) EASEMENT TO DRAIN WATER VARIABLE WIDTH (F)
- 4.) RIGHT OF ACCESS 5 WIDE (G)
- 5.) POSITIVE COVENANT

Registered:  13.3.2013 *
 Title System: TORRENS
 Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOTS 94 & 96 DP1168485

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

Surveying and Spatial Information Regulation, 2006

I, Robert Bernard Gallagher
 of Proust & Gardner Consulting Pty Limited
 406 Pacific Highway, Lindfield, NSW, 2070
 a surveyor registered under the *Surveying and Spatial Information Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying and Spatial Information Regulation, 2006* and was completed on: 20/4/12

The survey relates to LOTS 300 - 316

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

Signature *R-B Gallagher* Dated: 23/1/13
 Surveyor registered under the *Surveying and Spatial Information Act, 2002*

Datum Line: 'X'-Y
 Type: Urban

Plans used in the preparation of survey/compilation

DP1127207	DP1168485	DP1168488
DP1147508	DP1147509	DP1177440

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

SURVEYOR'S REFERENCE: 22760/DP3

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

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

Subdivision Certificate

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

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

B.R. Barry
 * Authorised Person/General Manager/Accredited Certifier

Consent Authority: Liverpool City Council
 Date of Endorsement: 1-2-2013
 Accreditation no:
 Subdivision Certificate no: 5
 File no: 624/11

* Delete whichever is inapplicable.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF
LOTS 94 & 96 DP1168485

DP1168490 *

Registered:  13.3.2013 *

Subdivision Certificate No:

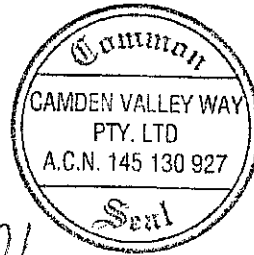
5

Date of Endorsement:

1-2-2013

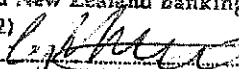
* OFFICE USE ONLY

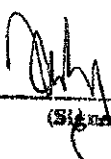
THE COMMON SEAL of CAMDEN VALLEY WAY PTY LIMITED was herewith affixed by authority of the Board of Directors in the presence of:



Mehrban Allam
Director

Rhonda Lorraine Kirk
Secretary

Dated at Sydney this 4th Day of FEBRUARY 2013
Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522) signed by its Attorney  who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No. 564 Book 4388

Signed in the presence of 
(Signature)
DAVID LANG
(Print Name)
CLIENT SERVICES ASST. MGR
(Title)

SURVEYOR'S REFERENCE: 22760/DP3

ePlan

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

Sheet 1 of 4 Sheets

DP1168490

Subdivision of
 Lots 94 & 96 DP 1168485
 Covered by Council's Certificate
 No. 5 of 1-2-2013

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

Camden Valley Way Pty Ltd
 27 Lawson Street
 Penrith NSW 2750

PART 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (A)	300 302 303 304 305 306 307	1/1177440 - SITE 'X' 300, 303 - 307 incl. 1/1177440 - SITE 'X' 300, 304 - 307 incl. 1/1177440 - SITE 'X' 300, 305 - 307 incl. 1/1177440 - SITE 'X' 300, 306, 307, 1/1177440 - SITE 'X' 300, 307, 1/1177440 - SITE 'X' 300, 1/1177440 - SITE 'X'
2	Easement for access and maintenance 0.9 wide (B)	302 303 308	301 302 309
3	Easement to Drain Water variable width (F)	301	300, 302 - 307 incl. 1/1177440 - SITE 'X'
4	Right of Access 5 wide (G)	316	315
5	Positive Covenant	315 316	316 315

DP1168490

Subdivision of
Lots 94 & 96 DP 1168485
Covered by Council's Certificate
No. 5 of 1-2-2013

PART 2 (Terms)

Terms of Easement for Access and Maintenance (B) secondly referred to in the abovementioned plan:

1. The proprietor of the lot benefited and persons authorised by him may:
 - 1.1 enter upon the burdened lot but only within the site of this easement
 - 1.2 do anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement
 - 1.3 remain on the site of this easement for any reasonable time for the said purposes
2. In exercising those powers the proprietor of the lot benefited must:
 - 2.1 cause as little inconvenience to the proprietor or occupier of the burdened lot, and
 - 2.2 cause as little damage as possible to the burdened lot, and
 - 2.3 restore as nearly as is practicable the burdened lot to its former condition, and

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

Terms of Positive Covenant fifthly referred to in the abovementioned plan:

The proprietor of the lot burdened will in respect of the right of access fourthly referred to in the above mentioned plan:

- (a) maintain the driveway surface and any associated drainage system in reasonable working condition and
- (b) repair and/or restore any or all of the driveway surface and associated drainage system as nearly as practicable, to its former condition and
- (c) pay a proportion of the cost of the abovementioned works, which proportion is to be the same as the area of the lot in proportion to the total area of all lots burdened by this covenant.



ePlan

Sheet 3 of 4 Sheets

DP1168490

Subdivision of
Lots 94 & 96 DP 1168485
Covered by Council's Certificate
No. 5 of 1-2-2013

Name of authority empowered to release, vary or modify the terms of the Easements to Drain Water firstly and thirdly referred to, and the Right of Access fourthly referred to in the abovementioned plan:

Liverpool City Council.

Name of person/s and authority whose consent is required to release, vary or modify the terms of the Easement for Access and Maintenance secondly referred to, and the Positive Covenant fifthly referred to in the abovementioned plan:

The registered proprietors of the benefited lots and Liverpool City Council



DP1168490

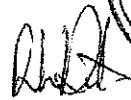
Subdivision of
Lots 94 & 96 DP 1168485
Covered by Council's Certificate
No. 5 of 1-2-2013

SIGNATURES AND SEALS

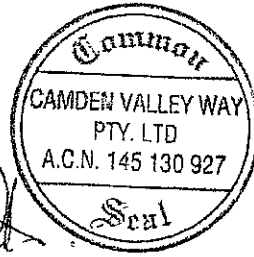
THE COMMON SEAL of CAMDEN VALLEY
WAY was herewith affixed by authority
of the Board of Directors in the
presence of:

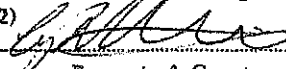


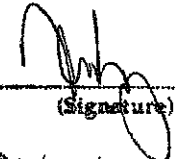
Mehrban Attam
Director



Rhonda Lorraine Kirk
Secretary



Dated at Sydney this 4th Day of FEBRUARY
 Executed by Australia and New Zealand Banking Group
 Limited (ACN 005 357 522)
 signed by its Attorney 
 who certifies that he is Manager Property & Construction
 Finance pursuant to Power of Attorney Registered
 No. 564 Book 4388

Signed in the presence of 
 (Signature)
DAVID LINN
 (Print Name)
ASSISTANT MANAGER
 (Title)

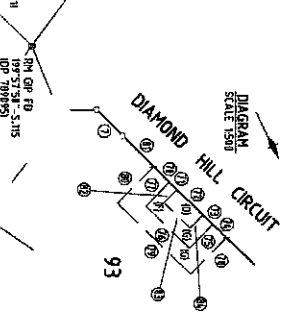

 Authorised Person, Liverpool City Council



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

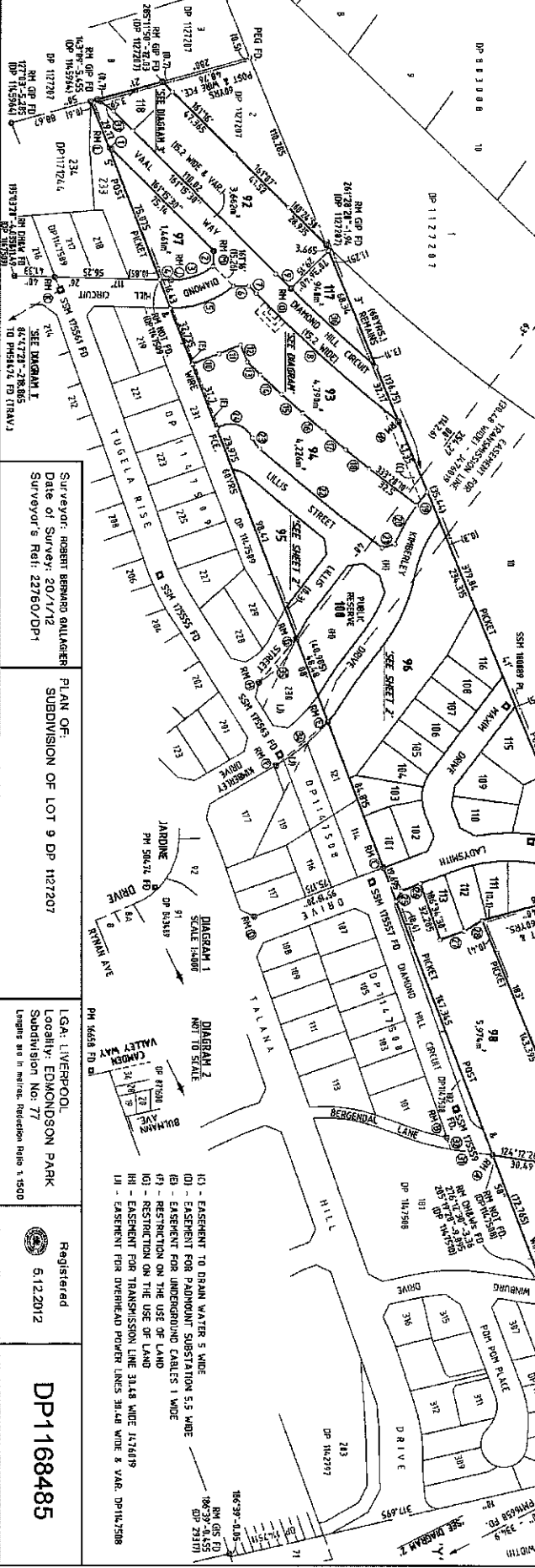
SCHEDULE OF BOUNDARY LINES & CONNECTIONS			
No	BEARING	DISTANCE	ARC RADIUS
1	314.4°	3.05	
2	271.2°	8.345	
3	97.4°	23.9	24.95
4	297.2414°	6.235	34.66
5	106.292°	36.635	50.16
6	146.5°	8.8	
7	143.9°	5.535	
8	157.52°	10.235	104.235
9	340.35°	11.51	108.11
10	95.1024°	15.8	
11	95.1024°	12.745	
12	57.064°	11.02	
13	338.4°	15.095	
14	338.4°	15.095	
15	157.4572°	6.5	
16	158.6744°	65.505	
17	155.5924°	16.5	
18	154.3°	16.39	
19	242.9°	9.05	
20	57.1°	24.4	24.55
21	278.3°	7.55	65.96
22	344.563°	65.535	65.96
23	130.64°	10.66	22.95
24	239.57°	6.235	12.5
25	197.2°	11.95	
26	157.74°	31.4	
27	276.36°	16	
28	84.4°	11.25	5.95
29	117.3°	5.195	93.94
30	119.74°	0.29	0.45
31	314.72°	22.5	87.23
32	349.30°	7.2	
33	337.30°	11.43	
34	75.574°	31.045	
35	64.274°	31.4	
36	159.74°	62.915	62.91

SCHEDULE OF EASEMENT LINES			
No	BEARING	DISTANCE	ARC RADIUS
1	340.35°	11.51	108.11
2	340.35°	11.51	108.11
3	340.35°	11.51	108.11
4	340.35°	11.51	108.11
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6	340.35°	11.51	108.11
7	340.35°	11.51	108.11
8	340.35°	11.51	108.11
9	340.35°	11.51	108.11
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11	340.35°	11.51	108.11
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60	340.35°	11.51	108.11
61	340.35°	11.51	108.11
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93	340.35°	11.51	108.11
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96	340.35°	11.51	108.11
97	340.35°	11.51	108.11
98	340.35°	11.51	108.11
99	340.35°	11.51	108.11
100	340.35°	11.51	108.11



SCHEDULE OF REFERENCE MARKS			
No	BEARING	DISTANCE	TYPE
A	315.1°	6.095	DMN
B	64.28°	10.1	SMN
C	241.51°	0.47	SMN
D	186.28°	3.73	DMN
E	208.57°	1.71	DMN
F	347.57°	3.46	DMN
G	277.74°	1.205	DMN
H	339.47°	1.8	DMN
I	205.72°	1.35	DMN
J	187.07°	4.15	SMN
K	70.7°	3.845	DMN
L	48.0°	1.215	DMN
M	97.4°	4.16	DMN
N	357.52°	20.4	DMN
O	237.04°	3.905	DMN

SCHEDULE OF SPATIAL INFORMATION REGULATORY ZONE (CLAUSE 610 & 59(1))			
MARK	EASTING	NORTHING	CLASS
P.M.1468	30179.501	624183.919	B 2
P.M.1469	30179.501	624183.919	B 2
P.M.1470	30179.501	624183.919	B 2
P.M.1471	30179.501	624183.919	B 2
P.M.1472	30179.501	624183.919	B 2
P.M.1473	30179.501	624183.919	B 2
P.M.1474	30179.501	624183.919	B 2
P.M.1475	30179.501	624183.919	B 2
P.M.1476	30179.501	624183.919	B 2
P.M.1477	30179.501	624183.919	B 2
P.M.1478	30179.501	624183.919	B 2
P.M.1479	30179.501	624183.919	B 2
P.M.1480	30179.501	624183.919	B 2
P.M.1481	30179.501	624183.919	B 2
P.M.1482	30179.501	624183.919	B 2
P.M.1483	30179.501	624183.919	B 2
P.M.1484	30179.501	624183.919	B 2
P.M.1485	30179.501	624183.919	B 2
P.M.1486	30179.501	624183.919	B 2
P.M.1487	30179.501	624183.919	B 2
P.M.1488	30179.501	624183.919	B 2
P.M.1489	30179.501	624183.919	B 2
P.M.1490	30179.501	624183.919	B 2
P.M.1491	30179.501	624183.919	B 2
P.M.1492	30179.501	624183.919	B 2
P.M.1493	30179.501	624183.919	B 2
P.M.1494	30179.501	624183.919	B 2
P.M.1495	30179.501	624183.919	B 2
P.M.1496	30179.501	624183.919	B 2
P.M.1497	30179.501	624183.919	B 2
P.M.1498	30179.501	624183.919	B 2
P.M.1499	30179.501	624183.919	B 2
P.M.1500	30179.501	624183.919	B 2



Surveyor: ROBERT BIRNBAUM
 Date of Survey: 20/1/12
 Surveyor's Ref: 22760/DP1

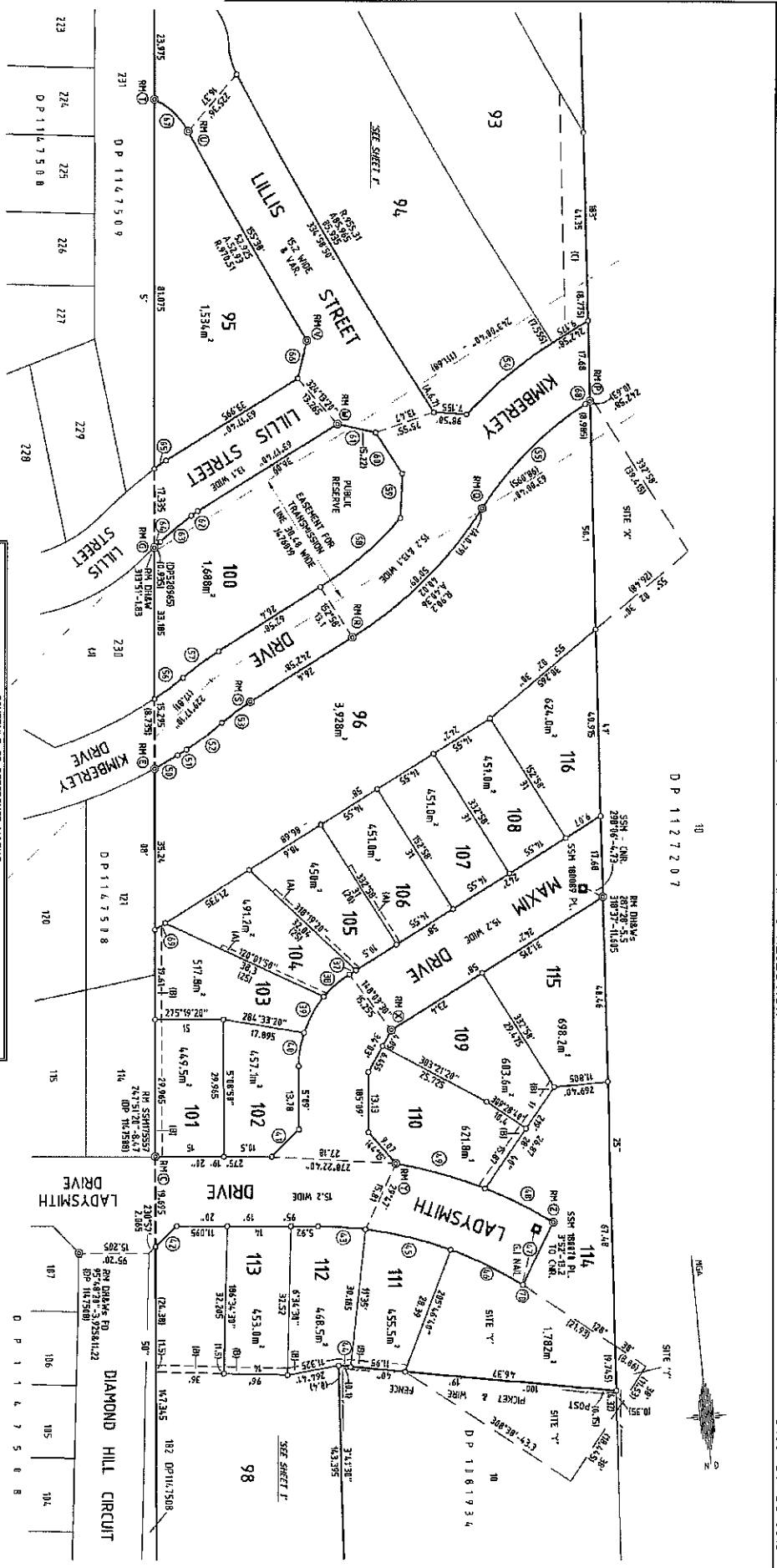
PLAN OF SUBDIVISION OF LOT 9 DP 1127207

LGA: LIVERPOOL
 Locality: EDMONDSON PARK
 Subdivision No: 77

Registered
 6.12.2012

DP1168485

- (C) - EASEMENT TO DRAIN WATER 5 WIDE
- (D) - EASEMENT FOR PAYDOWNT SUBSTATION 5.5 WIDE
- (E) - EASEMENT FOR UNDERGROUND CABLES 1 WIDE
- (F) - RESTRICTION ON THE USE OF LAND
- (G) - RESTRICTION ON THE USE OF LAND
- (H) - EASEMENT FOR TRANSMISSION LINE 31.48 WIDE 157619
- (I) - EASEMENT FOR OVERHEAD POWER LINES 31.48 WIDE 8 VAAL DP1147508



LN	BEARING	POSTAGE	ARC	RADIUS	NO	BEARING	DISTANCE	ARC	RADIUS
1	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
2	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
3	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
4	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
5	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
6	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
7	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
8	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
9	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
10	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
11	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
12	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
13	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
14	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
15	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
16	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
17	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
18	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
19	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
20	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
21	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
22	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
23	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
24	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
25	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
26	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
27	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
28	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
29	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
30	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
31	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
32	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
33	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
34	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
35	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
36	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
37	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
38	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
39	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
40	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
41	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
42	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
43	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
44	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
45	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
46	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
47	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
48	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
49	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
50	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
51	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
52	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91
53	262°29'	1.725	7.4	23.7	55	50°07'	24.4	21.5	91

NO	BEARING	DISTANCE	TYPE	ORIGIN	NO	BEARING	DISTANCE	TYPE	ORIGIN
1	196°45'	14.67	DIRM	DP1167518	U	45°49'	4.95	DIRM	PLACED
2	277°41'40"	12.55	DIRM	DP1167518	V	45°42'30"	12.55	DIRM	PLACED
3	277°41'40"	12.55	DIRM	DP1167518	W	46°32'	4.95	DIRM	PLACED
4	277°41'40"	12.55	DIRM	DP1167518	X	33°27'30"	1.9	DIRM	PLACED
5	277°41'40"	12.55	DIRM	DP1167518	Y	33°16'40"	3.88	DIRM	PLACED
6	277°41'40"	12.55	DIRM	DP1167518	Z	20°55'40"	11.3	DIRM	PLACED
7	357°21'40"	21.26	DIRM	PLACED					

FROM	TO	BEARING	DISTANCE
SP170557	SP170557	282°15'30"	81.216
SP170557	SP170557	195°41'30"	74.25
SP170557	SP170557	197°21'30"	34.253
SP170557	SP170557	197°21'30"	34.253

Surveyor: ROBERT BERNARD GALLAGHER
 Date of Survey: 20/7/12
 Surveyor's Ref: 22760/DP1

PLAN OF:
 SUBDIVISION OF LOT 9 DP 1127207

LGA: LIVERPOOL
 Locality: EDMONDSON PARK
 Subdivision No: 77
 Lengths are in metres. Reduction: None 1:800

Registered
 5.12.2012
 DP1168485

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheets

* OFFICE USE ONLY

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

DP1168485

IT IS INTENDED TO DEDICATE VAAL WAY MAXIM DRIVE AND THE EXTENSIONS OF LADYSMITH DRIVE KIMBERLEY DRIVE DIAMOND HILL CIRCUIT AND LILLIS STREET TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (J476019).

Registered:  5.12.2012

Title System: TORRENS

Purpose: SUBDIVISION

IT IS INTENDED TO DEDICATE LOT 100 TO THE PUBLIC AS PUBLIC RESERVE.

PLAN OF SUBDIVISION OF LOT 9 DP1127207

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

- 1.) EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (A)
- 2.) EASEMENT TO DRAIN WATER 1.5 WIDE (B)
- 3.) EASEMENT FOR PADMOUNT SUBSTATION 5.5 WIDE (D)
- 4.) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (E)
- 5.) RESTRICTION ON THE USE OF LAND (F)
- 6.) RESTRICTION ON THE USE OF LAND (G)
- 7.) EASEMENT TO DRAIN WATER 5 WIDE (C)

LGA: LIVERPOOL

Locality: EDMONDSON PARK

Parish: MINTO

County: CUMBERLAND

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Surveying and Spatial Information Regulation, 2006

I, Robert Bernard Gallagher of Proust & Gardner Consulting Pty Limited 406 Pacific Highway, Lindfield, NSW, 2070 a surveyor registered under the *Surveying and Spatial Information Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying and Spatial Information Regulation, 2006* and was completed on: 20/11/12

The survey relates to LOTS 92 -119

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

Signature *F.B. Gallagher* Dated: 7/8/12
 Surveyor registered under the *Surveying and Spatial Information Act, 2002*

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

Crown Lands NSW/Western Lands Office Approval

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

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

Plans used in the preparation of survey/compilation

DP1127207	DP446479	DP1145964
DP29317	DP1081934	DP1147509
DP1147508	DP1147510	DP1081794

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

SURVEYOR'S REFERENCE: 22780/DP1

Subdivision Certificate

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

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

G.R. Manning
 * Authorised Person/General Manager/Accredited Certifier

Consent Authority: *Liverpool City Council*
 Date of Endorsement: *24-10-2012*
 Accreditation no:.....
 Subdivision Certificate no: *77*
 File no: *024111*

* Delete whichever is inapplicable.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF
 SUBDIVISION OF LOT 9 DP1127207

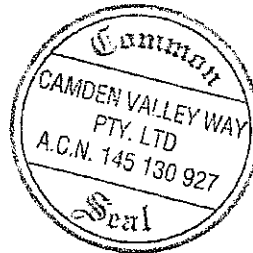
DP1168485 *

Registered:  5.12.2012 *

Subdivision Certificate No: 77

Date of Endorsement: 24-10-2012

THE COMMON SEAL of CAMDEN VALLEY WAY PTY LIMITED was herewith affixed by authority of the Board of Directors in presence of:

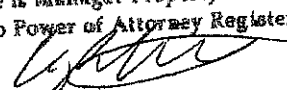


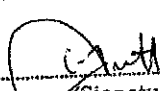
Secretary

RAONDA KIRK

Director

MEHRBAN ALLAM.

Dated at Sydney this 21st Day of OCTOBER 2012
 Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522)
 signed by its Attorney GEORGE PAPANIKOLAOU
 who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No. 564 Book 4388 

Signed in the presence of 
 (Signature)

BRUCE JALLOTT
 (Print Name)

SENIOR RELATIONS MANAGER
 (Title)

SURVEYOR'S REFERENCE: 22760/DP1

* OFFICE USE ONLY

ePlan

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

Sheet 1 of 6 Sheets

Plan: **DP1168485**

Subdivision of
 Lot 9 DP 1127207
 Covered by Council's Certificate
 No. 77 of 24-10-2012

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

Camden Valley Way Pty Ltd
 27 Lawson Street
 Penrith NSW 2750

PART 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Easement for Access and Maintenance 0.9 wide (A)	104 105 106	103 104 105
2	Easement to Drain Water 1.5 wide (B)	101 103 109 110 111 112 113 98	96, 103, 10/1127207 Site 'X' 96, 10/1127207 Site 'X' 115 109, 115 114 Site 'Y', 10/1127207 Site 'Y', 10/1081934 Site 'Y' 111, 114 Site 'Y', 10/1127207 Site 'Y', 10/1081934 Site 'Y' 111,112,114 Site 'Y', 10/1127207 Site 'Y', 10/1081934 Site 'Y' 111,112,113,114 Site 'Y', 10/1127207 Site 'Y' 10/1081934 Site 'Y'
3	Easement for Padmount Substation 5.5 wide (D)	93	Endeavour Energy
4	Easement for Underground Cables 1 wide (E)	93, 94	Endeavour Energy
5	Restriction on the Use of Land (F)	93	Endeavour Energy

ePlan

Sheet 2 of 6 Sheets

Plan: **DP1168485**

Subdivision of
Lot 9 DP 1127207
Covered by Council's Certificate
No. 77 of 24-10-2012

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
6	Restriction on the Use of Land (G)	93	Endeavour Energy
7	Easement to Drain Water 5 wide (C)	93	Liverpool City Council

PART 2 (Terms)

Terms of Easement for Access and Maintenance (A) firstly referred to in the abovementioned plan:

1. The proprietor of the lot benefited and persons authorised by him may:
 - 1.1 enter upon the burdened lot but only within the site of this easement
 - 1.2 do anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement
 - 1.3 remain on the site of this easement for any reasonable time for the said purposes
2. In exercising those powers the proprietor of the lot benefited must:
 - 2.1 cause as little inconvenience to the proprietor or occupier of the burdened lot, and
 - 2.2 cause as little damage as possible to the burdened lot, and
 - 2.3 restore as nearly as is practicable the burdened lot to its former condition, and
3. The proprietor of the burdened lot shall not erect any building or other structure of any kind on the site of the easement.

Terms of Easement for Padmount Substation (D) thirdly referred to in the abovementioned plan:

The terms set out in Memorandum No. 9262886 registered at Land and Property Information NSW are incorporated in this document, subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1.



Plan: **DP1168485**

Subdivision of
Lot 9 DP 1127207
Covered by Council's Certificate
No. 77 of 24-10-2012

Terms of Easement for Underground Cables (E) fourthly referred to in the abovementioned plan:

The terms set out in Memorandum No. 9262885 registered at Land and Property Information NSW are incorporated in this document, subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1.

Terms of Restriction on the Use of Land (F) fifthly referred to in the abovementioned plan:

1. No building shall be erected or permitted to remain within the restriction site unless:
 - 1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
 - 1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating.and the Owner provides the Authority benefited with an Engineer's certificate to this effect.
2. The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
3. Definitions
 - 3.1 "**building**" means a substantial structure with a roof and walls and includes any projections from the external walls
 - 3.2 "**erect**" includes construct, install, build and maintain
 - 3.3 "**restriction site**" means that part of the lot burdened subject to the restriction on the use of land
 - 3.4 "**120/120/120 fire rating**" and "**60/60/60 fire rating**" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

Terms of Restriction on the Use of Land (G) sixthly referred to in the abovementioned plan:

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site
2. Definitions
 - 2.1 "**erect**" includes construct, install, build and maintain
 - 2.2 "**restriction site**" means that part of the lot burdened subject to the restriction on the use of land.



ePlan

Sheet 4 of 6 Sheets

Plan: DP1168485

Subdivision of
Lot 9 DP 1127207
Covered by Council's Certificate
No. 77 of 24-10-2012

PART 2 (Cont'd)

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

The registered proprietors of the benefited lots and Liverpool City Council

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

Endeavour Energy



ePlan

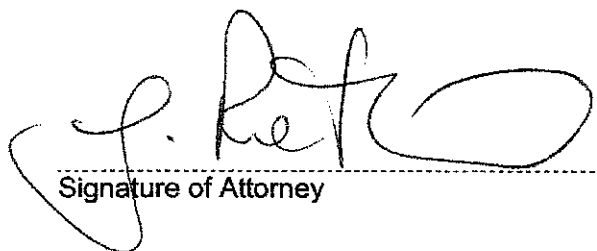
Sheet 5 of 6 Sheets

Plan: DP1168485

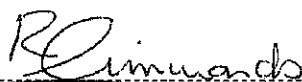
Subdivision of
Lot 9 DP 1127207
Covered by Council's Certificate
No. 77 of 24-10-2012

SIGNATURES AND SEALS

Signed on behalf of Endeavour Energy
ABN 59 253 130 878 by its Attorney
pursuant to Power of Attorney Book 4613
No 641 in the presence of:



Signature of Attorney



Signature of Witness

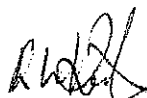
Name: Geoff Riethmuller
Position: Network Property Mgr
Date of Execution: 24-7-2012

Raymond Simmonds

Name of Witness in full

Reference: URS 12256

Address of Witness
C/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148



ePlan

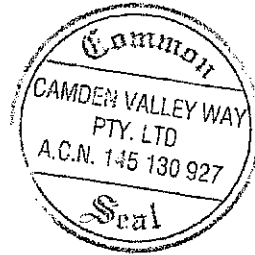
Sheet 6 of 6 Sheets

Plan: DP1168485

Subdivision of
Lot 9 DP 1127207
Covered by Council's Certificate
No. 77 of 24-10-2012

SIGNATURES AND SEALS

THE COMMON SEAL OF CAMDEN VALLEY
WAY WAS HEREBY AFFIXED BY AUTHORITY OF
THE BOARD OF DIRECTORS IN THE PRESENCE OF:



Secretary

RHONDA KIRK

Director

MEHRBAN ALLAM.

Dated at Sydney this 31st Day of OCTOBER 2012
Executed by Australia and New Zealand Banking Group
Limited (ACN 005 357 522)
signed by vs Attorney GEORGE PAPANIKOLAOU
who certifies that he is Manager Property & Construction
Finance pursuant to Power of Attorney Registered
No. 564 Book 4388

Signed in the presence of (Signature)
CHRIS JAZALLA (Print Name)
SENIOR LEASING MANAGER (Title)

REGISTERED



5.12.2012

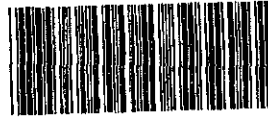
Authorized Person, Liverpool City Council

97-11R



REQUEST

Real Property Act 1900



0
896377 V

(A) **STAMP DUTY**
If applicable.

Office of State Revenue use only

(B) **TITLE**
Show no more than 20.

SEE SCHEDULE

(C) **REGISTERED DEALING**
If applicable.

SEE SCHEDULE

(D) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone	Dealing Code
354L	STATE SEARCH Box A909 Sydney South 2000 Ph. 456-2207	
REFERENCE (max 15 characters):		PE

(E) **APPLICANT**

PROSPECT ELECTRICITY

(F) **REQUEST**

The Registrar General to record Prospect Electricity as the registered proprietor of the easements as defined in the annexure attached, pursuant to Section 78 (1) of the Electricity Commission Act 1950, as notified in New South Wales Government Gazette No. 76 of the 3rd June 1994. Dealing No. 822997.

RONALD BRUCE SMITH
Authorised Agent of Prospect Electricity

CHECKED BY (office use only)

250

NEPEAN - WEST LIVERPOOL 132KV TRANSMISSION LINE

INDEX	PLAN	LOT	DP/CP	TITLE REF.	DEALING	VESTED
24	P5004	2	520965	2/520965	J476019	
		2	529614	2/529614	J476019	
25	P6171	A	402317	A/402317	K135418	
26	P6170	22	631868	22/631868	K135418	
27	P6169	1	774700	1/774700	K135418	
28	P6168A	1	652387	1/652387	K571669	
29	P6167	9	21656	AC 10417-77	K135418	
30	P6166	90	2475	} AC 13457-17	K271009	
		91	2475			
31	P6164	5	24315	5/24315	K237110	
		2	547931	2/547931	K237110	
32	P6165	4	24315	4/24315	K135418	
33	P4997	297	752060	297/752060	J476019	
		7 SEC 3	2202	7/3/2202	J476019	
34	P4995	17	2359	17/2359	J914485	
34A	P4995A	18	2359	18/2359	K135418	
35	P4984	1	206094	1/206094	J476019	
		1	202045	1/202045	J476019	
36	P17246	1	547931	1/547931	Z296401	

* Previously recorded - see O 335583

(G).

STANDARD EXECUTION

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

DATE 2 - 2 - 16

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



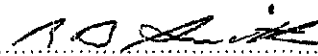
Signature of Witness

MARILYN DAWN SMITH

Name of Witness (BLOCK LETTERS)

9 ELIZABETH ST. BEROWRA HTS 2082

Address of Witness



Signature of Applicant

Authorised Agent of
Prospect Electricity.

EXECUTION INCLUDING STATUTORY DECLARATION

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

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and Qualification of Witness

Signature of Applicant

26.15-
13 1063

J 476019 CONVEYANCING ACTS, 1919-1953
 REAL PROPERTY ACT, 1900

**Notice of Resumption of Land subject to the provisions
 of Real Property Act, 1900**

Office

I, ALFRED ALLEYNE LEVY, State Crown Solicitor's/DO HEREBY CERTIFY that the copy Cazette Notification hereunto annexed is a true copy of the Cazette Notification contained in the Government Cazette of the Nineteenth day of April one thousand nine hundred and sixty three, declaring that/the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the said Notification as if the same were a Memorandum of Transfer of the ^{such easement} land therein described duly executed under the Real Property Act, 1900, and I, the said ALFRED ALLEYNE LEVY HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900. AND I FURTHER CERTIFY that I was appointed by writing dated the Twentysecond day of February, one thousand nine hundred and sixty two under his hand and official seal by THE MINISTER FOR PUBLIC WORKS to sign this Certificate on behalf of the said Minister and that I have received no notice or information of the revocation of such appointment.

SCHEDULE

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
*21		Deposited Plan No. 204787	*WHOLE C.T.	9137	90
*11		do	do	9137	80
*10		do	do	9137	79
(i.a.) Pt.N		In plan lodged with Transfer No. H566899	PART C.T.	8386	227
Being the land delineated on plan annexed hereto and marked "A".					
(ia) Pt.60		Deposited Plan NO. 28024	PART C.T.	7488	68
(ia) Pt.61		do	do	8064	34
*33		do	do	7866	104
*31		do	*WHOLE C.T.	7871	117
*30		do	do	8064	19
*34		do	do	8064	20
Being the land delineated on plan annexed hereto and marked "B".					
(ia) Pt.1		Deposited Plan No. 206094	PART C. T.	9098	98
(ia) Pt.1		Deposited Plan No. 202045	do	9010	190
Being the land delineated on plan annexed hereto and marked "C".					
Part of the land comprised in Real Property Application 23625					
Being the land delineated on plan annexed hereto and marked "D".					
(ia) Pt.7		Deposited Plan N. 205472	PART C.T.	9151	51
Being the land delineated on plan annexed hereto and marked "E".					
Pt.D		in plan annexed to Dealing No. E156671	do	6586	158
Being the land delineated on plan annexed hereto and marked "F".					

part of road
part of C.T.
part of C.T.

DATED this _____ day of _____, in the year of Our Lord

one thousand nine hundred and fifty-

SIGNED by the said

in the presence of

THE REGISTRAR GENERAL
 SYDNEY.

SCHEDULE CONTINUED

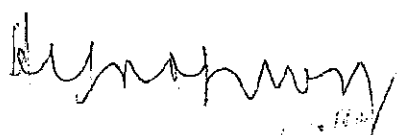
Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Part of the land shown in plan annexed to Dealing No. F424833	Parish Narellan	County Cumberland	PART C.T.	6526	135 ✓
	Being the land delineated on plan hereto annexed and marked "G". ✕				
Pt. 7@		Deposited Plan No. 2202	WHOLE C.T.	3290	218 ✓
	Being the land delineated on plan hereto annexed and marked "H". ✕				
(1a) Pt. Por. 297	Parish St. Luke	County Cumberland	PART C. T.	8417	51 ✓
	Being the land delineated on plan hereto annexed and marked "H". ✕				
Pt. 7		Deposited Plan No. 27877	PART C.T.	8059	242 ✓
Pt. 6		do	PART C.T.	8115	214 ✓
Pt. 3		do	do	7603	243 ✓
	Being the land delineated on plan hereto annexed and marked "J". ✕				
Pt. 1		M.P.S. (R.P.) Registered No. 100055	PART C. T.	7422	137 ✓
Pt. 2		do	do	7522	192 ✓
	Being the land delineated on plan hereto annexed and marked "K". ✕				
Pt. 2		M.P.S. (R.P.) Registered No. 100055	PART C.T.	7522	193 ✓
	Being the land delineated on plan hereto annexed and marked "K". ✕				
Pt. 2A		Deposited Plan No. 29317	do	8048	205 ✓
Pt. 1A		do	do	8112	102 ✓
	Being the land delineated on plan hereto annexed and marked "L". ✕				
Pt. 2A		on plan lodged with Order No. F138611	do	7195	193 ✓
Pt. 2A		do	do	7195	194 ✓
	Being the land delineated on plan hereto annexed and marked "M". ✕				

See below

DATED this 30th day of September, in the year of Our Lord one thousand nine hundred and sixty three.

SIGNED by the said ALFRED ALLEYNE LEVY }
 in the presence of

THE REGISTRAR GENERAL
 SYDNEY



Plans ABC, DEF, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ

Plans A to H filed as F.P.s 444542 to 444549
 " J " M " " " 444550 " 444553

Family Port Property
 205 Now 8469/117
 102
 193
 194

NOT TO BE USED FOR CERTIFICATE 10371819

This is the copy Gazette Notification referred to in the annexed Certificate.

Witness *[Signature]*

[Signature]

J 476019

No. _____

LODGED by State Crown Solicitor,
237 Macquarie Street,
Sydney.

NOTICE OF RESUMPTION

of Instrument for Transmission Lane

17-2-64

Henry
12

Particulars entered in Register Book,

Vol. _____, Fol. _____
as per schedule on front of instrument

the *28th*
day of *July* 19*64*
at _____ minutes
12 o'clock in the _____ noon.

B.B.
for
1.

Jonathan

Registrar-General.

[Published in Government Gazette No. 35 of 19th April, 1963.]

ELECTRICITY COMMISSION ACT, 1950, AS AMENDED.
—PUBLIC WORKS ACT, 1912, AS AMENDED

NEPEAN-WEST LIVERPOOL 132 KV TRANSMISSION LINE

Acquisition of Easements

APPLICATION by the Electricity Commission of New South Wales having been made, that easements or rights to use the surface and the subsoil or undersurface of the land described in the Schedule hereto be appropriated or resumed for the construction and maintenance of an electricity transmission line, it is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council, that easements or rights as aforesaid over so much of the said land as is Crown land are hereby appropriated and easements or rights as aforesaid over so much of the said land as is private property are hereby resumed under Division 1 of Part V of the Public Works Act, 1912, as amended, for the purpose aforesaid; and it is hereby further notified that the said easements or rights are vested in the Electricity Commission of New South Wales.

Dated at Sydney, this 3rd day of April, 1963.

E. W. WOODWARD, Governor.

By His Excellency's Command,

P. D. HILLS, Minister for Local Government.

SCHEDULE

All that piece or parcel of land situate in the Municipality of Camden, parish of Narellan and county of Cumberland, being part of lots 21, 11 and 10, deposited plan 204,787, and part of lot N, plan annexed to dealing H. 566,899: Commencing on the north-eastern side of Camden-road at a point bearing 121 degrees 29 minutes and distant 50 feet 5½ inches from the southernmost corner of the said lot 21; and bounded thence on the south-west by that side of that road bearing 301 degrees 29 minutes 100 feet 11½ inches; on the north-west by a line bearing 23 degrees 42 minutes 20 seconds 2,098 feet 11½ inches to the easternmost north-eastern boundary of the said lot 11; on the north-east by part of that boundary bearing 114 degrees 36 minutes 55 seconds 50 feet ½ inch to the easternmost corner of that lot; again on the north-west by part of the north-western boundary of the said lot N, plan annexed to dealing H. 566,899, bearing 23 degrees 42 minutes 20 seconds 100 feet to the southernmost corner of the said lot 10; again on the south-west by part of the easternmost south-western boundary

of that lot bearing 294 degrees 36 minutes 55 seconds 50 feet ½ inch; again on the north-west by a line bearing 23 degrees 42 minutes 20 seconds 453 feet to the south-western boundary of lot B, plan annexed to dealing G. 590,363; again on the north-east by part of that boundary bearing successively 114 degrees 36 minutes 55 seconds 50 feet ½ inch and 114 degrees 37 minutes 20 seconds 50 feet ½ inch; and on the south-east by a line bearing 203 degrees 42 minutes 20 seconds 2,644 feet ½ inch to the point of commencement,—and said to be in the possession of E. J. Sedgwick and New Star Manufacturing and Investment Co. Pty. Ltd.

Also all that piece or parcel of land situate in the Municipality of Camden, parish of Narellan and county of Cumberland, being part of lots 60 and 61, deposited plan 28,024: Commencing on the south-western side of Turner-road at a point bearing 294 degrees 41 minutes 10 seconds and distant 50 feet ½ inch from the easternmost corner of the said lot 60; and bounded thence on the north-east by that side of that road bearing 114 degrees 41 minutes 10 seconds 100 feet ½ inch; on the south-east by a line bearing 203 degrees 41 minutes 728 feet 9½ inches to the north-eastern boundary of lot B, plan annexed to dealing G. 590,365; on the south-west by part of that boundary bearing 293 degrees 55 minutes 50 seconds 100 feet; and on the north-west by a line bearing 23 degrees 41 minutes 730 feet 1½ inches to the point of commencement,—and said to be in the possession of W. J. Craig and M. E. Craig.

Also all that piece or parcel of land situate in the Municipality of Camden, parish of Narellan and county of Cumberland, being lots 33, 31, 30 and 34, deposited plan 28,024: Commencing on the north-eastern side of Turner-road at a point bearing 114 degrees 41 minutes 10 seconds and distant 50 feet ½ inch from the westernmost corner of the said lot 34; and bounded thence on the south-west by that side of that road bearing 294 degrees 41 minutes 10 seconds 100 feet ½ inch; on the north-west by lines bearing successively 23 degrees 28 minutes 728 feet 11½ inches, 24 degrees 10 minutes 441 feet 7 inches and 24 degrees 13 minutes 610 feet 7½ inches to the north-eastern boundary of the said lot 30; on the north-east by part of that boundary bearing 114 degrees 22 minutes 49 feet 10 inches to the easternmost corner of that lot; on the south-west by part of the easternmost south-western boundary of that lot bearing 203 degrees 45 minutes 21 feet 1½ inches to the northernmost corner of the said lot 34; again on the north-east by part of the north-eastern boundary of that lot bearing 114 degrees 50 minutes 50 feet; and again on the south-east by lines bearing successively 204 degrees 13 minutes 588 feet 11½ inches, 204 degrees 10 minutes 440

Agrees with Plan A
Plan B
Plan C

feet 5½ inches and 203 degrees 28 minutes 730 feet 9½ inches to the point of commencement,—and said to be in the possession of E. J. Utley and others.

Also all that piece or parcel of land situate in the City of Liverpool, parish of St. Luke and county of Cumberland, being part of lot 1, deposited plan 206,094, and part of lot 1, deposited plan 202,045: Commencing on the eastern boundary of the said lot 1, deposited plan 202,045, at a point bearing 360 degrees and distant 325 feet from the south-eastern corner of that lot; and bounded thence on the south by a line bearing 270 degrees 442 feet 4½ inches to the eastern side of Berners-road; on the west by that side of that road bearing 360 degrees 100 feet; on the north by a line bearing 90 degrees 442 feet 4½ inches to the said eastern boundary of lot 1, deposited plan 202,045; and on the east by part of that boundary bearing 180 degrees 100 feet to the point of commencement,—and said to be in the possession of E. M. Glassop and others.

Also all that piece or parcel of land situate in the Municipality of Campbelltown, parish of Minto and county of Cumberland, being part of the land comprised in Real Property Application 23,625: Commencing on the north-eastern boundary of that land at a point bearing 148 degrees 47 minutes and distant 80.76 links from the angle formed in that boundary by lines bearing successively 149 degrees 54 minutes and 148 degrees 47 minutes; and bounded thence on the north-east by part of that boundary bearing 148 degrees 47 minutes 1 chain 51.51 links; on the south-east by lines bearing successively 238 degrees 47 minutes 2 chains 97.13 links and 207 degrees 40 minutes 20 seconds 85 chains 91.18 links to the south-western boundary of the said land comprised in Real Property Application 23,625; on the south-west by part of that boundary bearing 329 degrees 34 minutes 1 chain 78.46 links; and on the north-west by lines bearing successively 27 degrees 40 minutes 20 seconds 35 chains 39.08 links and 58 degrees 47 minutes 3 chains 39.31 links to the point of commencement,—and said to be in the possession of J. Albert and Son Pty. Ltd.

Also all that piece or parcel of land situate in the City of Liverpool, parish of Minto and county of Cumberland, being part of lot 7, deposited plan 205,472: Commencing at the south-eastern corner of that lot; and bounded thence on the south-east by the south-eastern boundary of that lot bearing successively 234 degrees 21 minutes 40 seconds 423 feet 8 inches and 233 degrees 47 minutes 40 seconds 621 feet ½ inch; on the west by part of the southernmost western boundary of that lot bearing 42 minutes 125 feet ½ inch; on the north-west by a line bearing 54 degrees 3 minutes 40 seconds 1,033 feet 2½ inches to the eastern boundary of that lot; and on the east by part of that boundary bearing 176 degrees 25 minutes 10 seconds 117 feet 11½ inches to the point of commencement,—and said to be in the possession of J. M. Cummings.

Also all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lot D, plan annexed to dealing F. 156,671: Commencing on the northern side of the Hume Highway at the southernmost south-western corner of that lot; and bounded thence on the west by the western boundary of that lot and a line bearing respectively 357 degrees 2 minutes 28 chains 4.1 links and 356 degrees 59 minutes 10 seconds 18 chains 90.7 links to the north-eastern boundary of the said lot D; on the north-east by part of that boundary bearing 126 degrees 30 minutes 1 chain 96.4 links; on the east by lines bearing successively 176 degrees 59 minutes 10 seconds 17 chains 65.8 links and 177 degrees 2 minutes 28 chains 24 links to the said northern side of the Hume Highway; and on the south by that side of that highway bearing 274 degrees 29 minutes 1 chain 52.8 links to the point of commencement,—and said to be in the possession of Grasslands Pastoral Co. Pty. Ltd.

Also all that piece or parcel of land situate in the Municipality of Camden, parish of Narellan and county of Cumberland, being part of the land shown in plan annexed to dealing F. 424,833: Commencing on the northern boundary of that land at a point bearing 87 degrees 43 minutes 40 seconds and distant 249 feet 6½ inches from the south-western corner of the land shown in plan annexed to dealing F. 213,126; and bounded thence on the north by part of that boundary bearing 87 degrees 43 minutes 40 seconds 329 feet 10½ inches; on the south-east by lines bearing successively 217 degrees 22 minutes 5 seconds 4,357 feet 3 inches, 219 degrees 28 minutes 30 seconds 1,451 feet 7½ inches and 233 degrees 3 minutes 45 seconds 624 feet 10½ inches to the north-western boundary of that land; on the north-west by part of that boundary bearing 8 degrees 8 minutes 141 feet 7½ inches; and again on the north-west by lines bearing successively 53 degrees 3 minutes 45 seconds 512 feet 8½ inches, 39 degrees 28 minutes 30 seconds 1,447 feet 10½ inches and 37 degrees 22 minutes 5 seconds 4,272 feet 5½ inches to the point of commencement,—and said to be in the possession of W. Clinton.

Also all that piece or parcel of land situate in the City of Liverpool, parish of St. Luke and county of Cumberland, being part of lot 7, deposited plan 2,202: Commencing on

the eastern side of Illaroo-road at a point bearing 181 degrees 12 minutes and distant 636 feet 8½ inches from the north-western corner of that lot; and bounded thence on the north by a line bearing 89 degrees 46 minutes 30 seconds 335 feet to the left bank of Cabramatta Creek; generally on the south-east by that creek upwards to a point bearing 220 degrees 57 minutes 20 seconds and distant 132 feet 10½ inches; on the south by a line bearing 269 degrees 46 minutes 30 seconds 250 feet to the said eastern side of Illaroo-road; and on the west by that side of that road bearing 1 degree 12 minutes 100 feet ½ inch to the point of commencement,—and said to be in the possession of L. W. Sainsbury.

Also all that piece or parcel of land situate in the City of Liverpool, parish of St. Luke and county of Cumberland, being part of portion 297: Commencing on the western side of Illaroo-road at a point bearing 181 degrees 12 minutes and distant 229 feet 1½ inches from the north-eastern corner of that portion; and bounded thence on the east by that side of that road bearing 181 degrees 12 minutes 100 feet ½ inch; on the south by a line bearing 269 degrees 46 minutes 30 seconds 243 feet 4½ inches to the left bank of Cabramatta Creek; generally on the south-east by that creek upwards to a point bearing 235 degrees 9 minutes and distant 193 feet 8 inches; and on the north-west and north by lines bearing respectively 44 degrees 3 minutes 40 seconds 208 feet and 89 degrees 46 minutes 30 seconds 288 feet to the point of commencement,—and said to be in the possession of S. R. Williams.

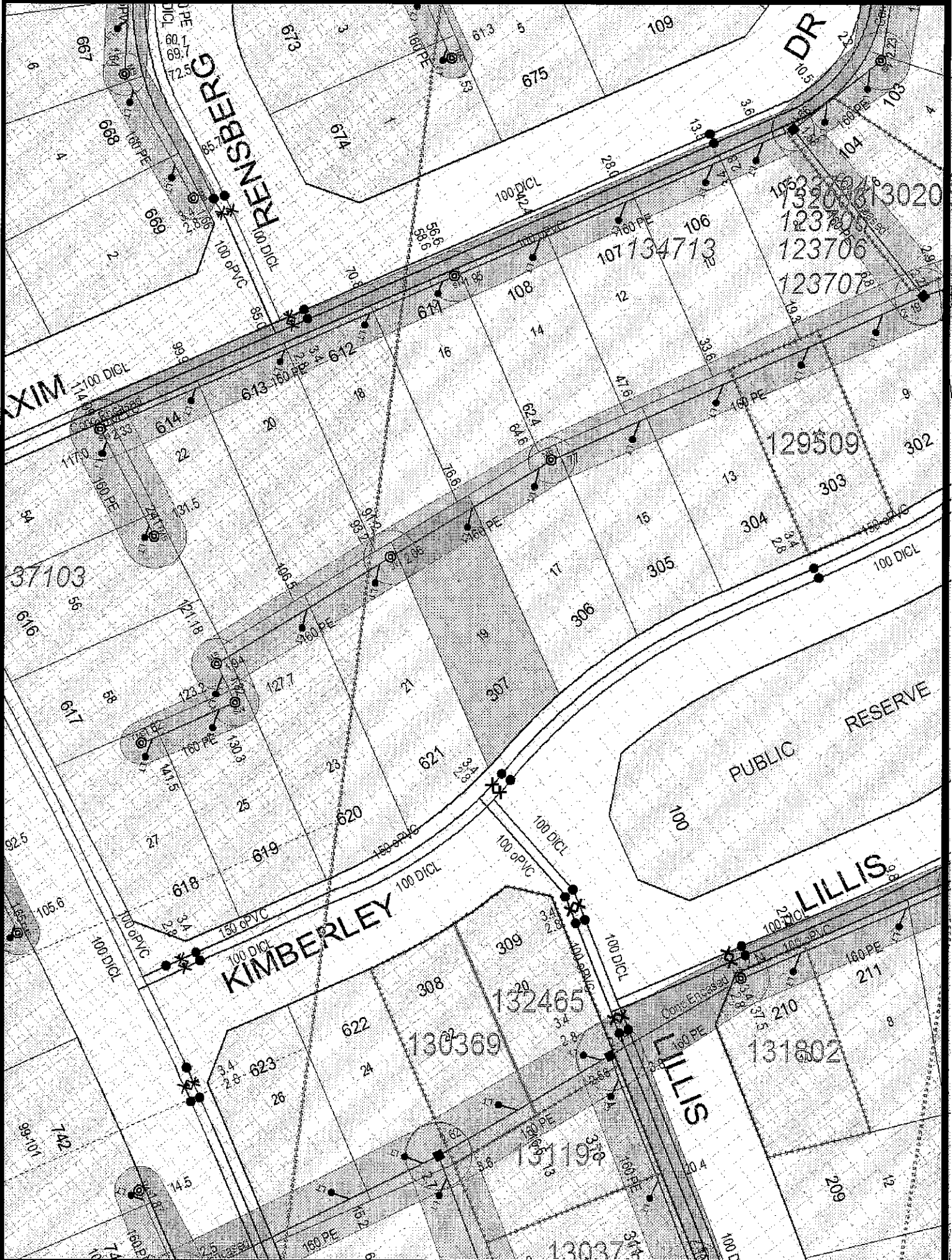
Also all that piece or parcel of land situate in the City of Liverpool, parish of Minto and county of Cumberland, being part of lots 7, 6 and 3, deposited plan 27,877: Commencing at the southernmost corner of the said lot 7; and bounded thence on the south-west by part of the southernmost south-western boundary of that lot bearing 314 degrees 19 minutes 140 feet 7½ inches; on the north-west by a line bearing 15 degrees 54 minutes 50 seconds 1,364 feet 2½ inches to the north-eastern boundary of the said lot 3; on the north-east by part of that boundary bearing 134 degrees 19 minutes 77 feet ½ inch to the easternmost corner of that lot; and on the south-east by the south-eastern boundaries of the said lots 3, 6 and 7 bearing in all 193 degrees 37 minutes 1,395 feet 7½ inches to the point of commencement,—and said to be in the possession of J. David and others.

Also all that piece or parcel of land situate in the City of Liverpool, parish of Minto and county of Cumberland, being part of lots 1 and 2, miscellaneous plan of subdivision (R.P.) 100,055: Commencing on the western boundary of the said lot 1 at a point bearing 355 degrees 11 minutes 50 seconds and distant 810 feet 5½ inches from the south-western corner of the said lot 1; and bounded thence on the west by part of that boundary bearing 355 degrees 11 minutes 50 seconds 116 feet 3½ inches; on the north-west by lines bearing successively 54 degrees 28 minutes 30 seconds 322 feet 2 inches and 40 degrees 44 minutes 55 seconds 530 feet 6½ inches to the eastern boundary of the said lot 2; on the east by part of that boundary bearing 178 degrees 6 minutes 50 seconds 147 feet 7½ inches; and on the south-east by lines bearing successively 220 degrees 44 minutes 55 seconds 433 feet 11½ inches and 234 degrees 28 minutes 30 seconds 393 feet 7½ inches to the point of commencement,—and said to be in possession of H. Roganovich and others.

Also all that piece or parcel of land situate in the City of Liverpool, parish of Minto and county of Cumberland, being part of lots 1a and 2a, deposited plan 29,317: Commencing at the north-western corner of the said lot 1a; and bounded thence on the north-east by part of the north-eastern boundary of that lot bearing 104 degrees 100 feet 7½ inches; on the south-east by lines bearing successively 187 degrees 37 minutes 10 seconds 272 feet 5½ inches and 230 degrees 16 minutes 30 seconds 147 feet 7 inches to the north-western boundary of the said lot 2a; and on the north-west by part of that boundary and the north-western boundary of the said lot 1a bearing in all 7 degrees 37 minutes 10 seconds 392 feet 2½ inches to the point of commencement,—and said to be in the possession of S. Galka and East Australia Construction Company Pty. Ltd.

And also all that piece or parcel of land situate in the City of Liverpool, parish of Minto and county of Cumberland, being part of lot 2a, plan annexed to dealing F. 138,611: Commencing on the eastern boundary of that lot at a point bearing 355 degrees 16 minutes 30 seconds and distant 1,120 feet 3½ inches from the southernmost corner of that lot; and bounded thence on the south-east by a line bearing 234 degrees 33 minutes 35 seconds 468 feet 8½ inches to the south-western corner of that lot; on the west by part of the southernmost western boundary of that lot bearing 356 degrees 27 minutes 117 feet 9½ inches; on the north-west by a line bearing 54 degrees 33 minutes 35 seconds 465 feet 11½ inches to the eastern boundary of that lot; and on the east by part of that boundary bearing 713 degrees 16 minutes 30 seconds 116 feet 3½ inches to the point of commencement,—and said to be in the possession of G. F. and N. J. Jones, (Misc. 63-1,041)

(8752)



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

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF LIVERPOOL SUBURB OF EDMUNDSON PK SSD 7022781
 Lot No. 307 House No. 19 STREET KIMBERLEY DR SCALE: 1-200

INDICATES - DRAINAGE FITTINGS

- Manhole
- Chr Chamber
- Lw Lamphole
- ⊗ Boundary Trap
- ⊕ Inspection Shaft
- Pit
- ▨ G Grease Interceptor
- ▨ GTS Greywater Treatment System
- ⊙ TMS Terminal Maint. Shaft
- ⊙ MS Maintenance Shaft
- ⊗ R Reflux Valve
- ◊ Inspection opening
- Vert Vertical Pipe
- IP Insect Pipe
- MF Mica Flap
- RP Rodding Point
- ∠ Sloped Junction
- ⊖ Vertical Junction
- ⊕ On back Junction

SYMBOLS AND ABBREVIATIONS

INDICATES - PLUMBING FIXTURES & OR FITTINGS

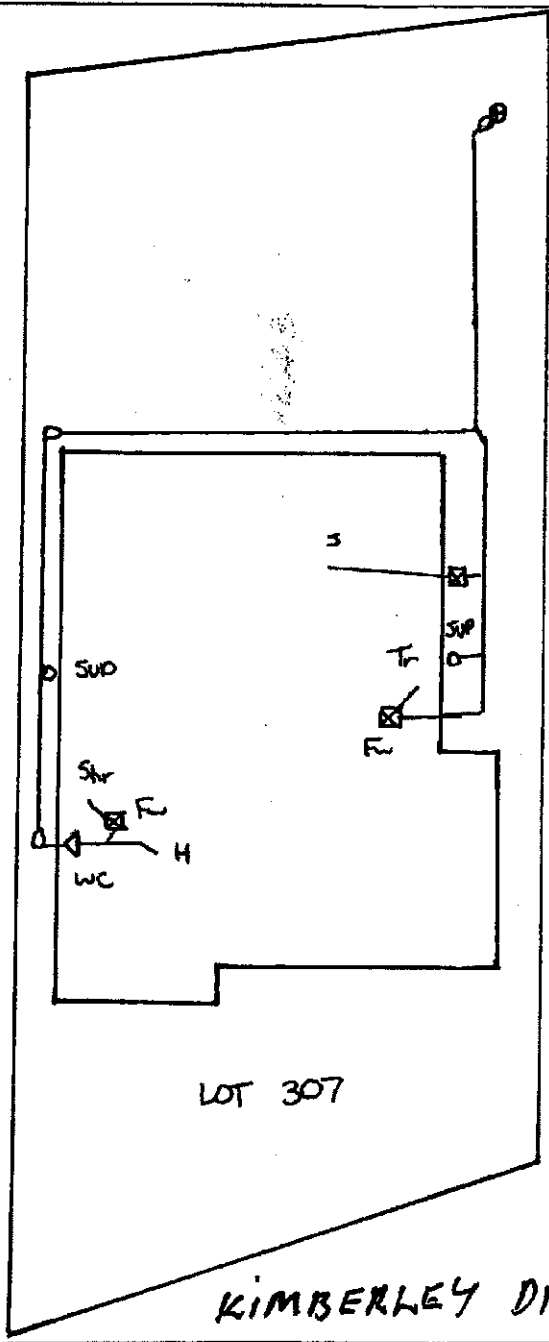
- CO Clean out
- V Vent Pipe
- Tr.(L) Trough laundry
- S Sink (kitchen)
- WC Water Closet
- Bth. Bath Waste
- H Bath
- AAV Air Admittance Valve
- Bld Bidet
- Shr Shower
- DWM Dishwashing machine
- FW Floor waste gully
- CWM Clothes-washing machine
- BS Sink Bar
- LS Sink Laboratory
- LP Reducer
- ⊕ SVP Soft Vent Pipe
- WS Waste Stack

- ELEC.**
- ⊕ Pump Unit
 - ⊖ Boundary Valve
 - PRV Boundary Valve with PRV
 - ⊖ Alarm Control Panel
 - ⊗ LP Stop Valve
 - ⊖ LP Air Valve
 - ⊖ HSV Flow Monitor
 - ⊖ Vacuum Chamber
 - ⊖ Flushing Point

Licence No. L11192 Licence No.
 Permit/COC No. 588906 Permit/COC No.
 Signature [Signature] Date 13-8-12 Signature Date

IMPORTANT NOTE

This diagram was supplied by the plumber / drainer whose licence number appears on it. It has been drawn to show the approximate location of the private sewerage service pipes and may not be 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.

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

Ref.: 20058:90011
Ppty: 178516

Cert. No.: 4352

Applicant:
INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

Receipt No.: 4532001
Receipt Amt.: 53.00
Date: 04-Mar-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 307 DP 1168490

Street Address: 19 KIMBERLEY DRIVE, EDMONDSON PARK NSW 2174

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

Note: Commonly Used Abbreviations:

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



1. Names of relevant planning instruments and DCPs

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

LEPs:

Liverpool LEP 2008

SEPPs*:

SEPP No. 33 – Hazardous and Offensive Development

SEPP No. 50 – Canal Estate Development

SEPP No. 55 – Remediation of Land

SEPP No. 62 – Sustainable Aquaculture

SEPP No. 65 – Design Quality of Residential Flat Development

SEPP (Building Sustainability Index: BASIX) 2004

SEPP No. 70 – Affordable Housing (Revised Schemes)

SEPP (Infrastructure) 2007

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Miscellaneous Consent Provisions) 2007

SEPP (State and Regional Development) 2011

SEPP (Education Establishments and Child Care Facilities) 2017

SEPP (Vegetation in Non-Rural Areas) 2017

SEPP (Sydney Region Growth Centres) 2006

SEPP No 19 – Bushland in Urban Areas

SEPP No 21 – Caravan Parks

SEPP No 30 – Intensive Agriculture

SEPP Koala Habitat Protection

SEPP (Exempt and Complying Development Codes) 2008

SEPP No 64 – Advertising and Signage

SEPP (Affordable Rental Housing) 2009

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

Deemed SEPPs*:

Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment

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

Draft LEPs:

N/A

Draft SEPPs*:

Draft SEPP (Competition) 2010

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



Liverpool DCP 2008

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

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

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

R1 General Residential - Liverpool LEP 2008

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

Home-based child care; Home occupations

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

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

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

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

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

- (1) This clause applies to land in Zones R1 General Residential, R3 Medium Density Residential and B2 Local Centre at Edmondson Park.
- (2) In Zone R1 General Residential, development for the purpose of residential accommodation (other than dual occupancy) is permitted with consent.
- (3) In Zone R3 Medium Density Residential, development for the purpose of food and drink



premises is permitted with consent.

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

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

No

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

No

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

No

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

No

3. Complying development

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

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

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
Housing Code, Rural Housing Code and Greenfield Housing Code	All	

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

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

Nil

4. Coastal protection*

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

No

4A. Certain information relating to beaches and coasts*

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

No

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

Not applicable



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

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

No

5. Mine subsidence*

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

No

6. Road widening and road realignment

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

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

No

(b) An EPI?

No

(c) A resolution of the council?

No

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

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

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Landslip hazard	Nil	No
Bushfire hazard	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	No
	Edmondson Park South DCP 2012	No

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

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

7A. Flood related development controls information

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

No

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

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

No

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

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



8. Land reserved for acquisition

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

No

9. Contribution Plans

Liverpool Contributions Plan 2008 - Edmondson Park

9A. Biodiversity certified land*

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

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

10. Biobanking agreements*

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

No

10A. Native vegetation clearing set asides

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

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

11. Bushfire prone land

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

No

12. Property vegetation plans*

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

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

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



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

No, Council has not been notified of an order

14. Directions under Part 3A*

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

No

15. Site compatibility certificates and conditions for seniors housing*

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

No, Council has not been notified of an order.

16. Site compatibility certificates for infrastructure*

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

No, Council has not been notified of an order

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

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

No, Council has not been notified of an order.

18. Paper subdivision information*

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

No

19. Site verification certificates*

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

No, Council is not aware of a site verification certificate



20. Loose-fill asbestos insulation *

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

No

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

21. Affected building notices and building product rectification orders*

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

No

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

No

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

No

22. Contaminated land

Is the land:

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

No

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

No

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

No

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

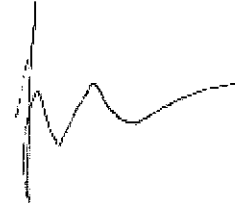
No



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

No

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



Kiersten Fishburn
Chief Executive Officer
Liverpool City Council

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