

2 Lismore Close,
Bossley Park NSW 2176
Draft Contract

McGrath

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	McGrath Real Estate Liverpool 265B Macquarie Street, Liverpool, NSW 2170	Phone: 02 9824 1100 Fax: 02 9824 1120 Ref: Glen Craigie
co-agent		
vendor	Maren Constance Gates 9 Cobbedah Drive, Springfield, NSW 2250	
vendor's solicitor	Coutts Solicitors & Conveyancers inc Coutts Mallik Rees Shop 5, 338 Camden Valley Way, NARELLAN NSW 2567 DX 25815 CAMDEN	Phone: 02 4647 7577 Fax: (02) 4647 7447 Ref: MC:GM:20191874 E:melina@couttslegal.com.au
date for completion land (address, plan details and title reference)	28th day after the contract date (clause 15) 2 Lismore Close, Bossley Park, New South Wales 2176 Registered Plan: Lot 63 Plan DP 261969 Folio Identifier 63/261969	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Swimming Pool	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: ducted air conditioning, security alarm, remote control to garage doors, TV sound bar, heater in feature wall in living room
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
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purchaser JOINT TENANTS tenants in common in unequal shares **witness**

Choices

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

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

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

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

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

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

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

2 Lismore NSW
2055
21/10

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition – General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2008, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse, and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the GST rate if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and 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 lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

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

17 Possession

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

18 Possession before completion

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

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

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

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

19 Rescission of contract

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

19.1.1 only by *servicing* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 served if it is served by the *party* or the *party's solicitor*;

20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 served if it is served in any manner provided in 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 14.4 –
- 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 not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

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

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

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

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.

27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

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

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

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

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

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

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CONDITIONS OF 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 an in respect of the sale by auction of land:
 - a. The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - b. A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - c. The highest bidder is the Purchaser, subject to the 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 interest of the seller.
 - f. A bidder is taken to be a principal unless before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - g. A bid cannot be made or accepted after the fall of the hammer.
 - h. As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.

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

ADDITIONAL CLAUSES FORMING PART OF THIS CONTRACT

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

32. ALTERATIONS TO PRINTED FORM

- 32.1 Definitions – *settlement cheque* is amended to read as “*bank cheque*”
- 32.2 Clause 2.4 is amended by inserting the words “or Electronic Funds Transfer” after the word “cheque”
- 32.3 Clauses 5.2.1 and 5.2.3 are deleted.
- 32.4 Clause 7.1.1 is amended by deleting the words ‘5% of the price’ and inserting ‘\$1’ in their place.
- 32.5 Clauses 7.1.3 and 8.1.3 the number 14 is to be replaced with the number 7.
- 32.6 Clause 7.2.2 is deleted;
- 32.7 Clause 8.1.1 is amended by deleting the words “on reasonable grounds”
- 32.8 Clause 10.1.9 is amended by deleting the word “substance” and replace with the word “existence”.
- 32.9 Clause 11.2 is deleted.
- 32.10 Clause 13.13.1 is amended by replacing ‘5 days’ with ‘14 days’ and add new clause “13.13.5 If the RW Payment Notification is not provided to the Vendor’s office 14 days prior to settlement then the Purchaser shall pay to the Vendor the sum of \$77.00 to cover legal costs and expenses incurred as a consequence of the Purchaser’s delay.”
- 32.11 Clause 14.4.2 is amended by deleting the words “the person who owned land owned no other land”.
- 32.12 Clause 15 is amended by inserting the words ‘However, this clause does not apply in the event that the vendor has not provided the *clearance certificate* under clause 31, and the completion date will be the later of the completion date and 7 days after the date that the *clearance certificate* is served.’
- 32.13 Clause 16 is amended by adding 16.6.1 “If a party serves a Land Tax certificate that is not clear, the Vendor does not have to clear the Land Tax on or before settlement but must have the Land Tax cleared within a reasonable time after settlement”.
- 32.14 Clause 16.5 is amended by deleting the words “plus another 20% of that fee”
- 32.15 Clause 16.8 is amended by deleting “\$10” and replacing it with “\$5”.
- 32.16 Clauses 23.6, 23.7 and 23.9 are deleted.
- 32.17 Clause 23.13 is deleted.
- 32.18 Clause 23.14 is deleted.
- 32.19 Clause 24.3.3 is deleted.
- 32.20 Clause 25 is deleted.
- 32.21 Clause 28 is deleted.
- 32.22 Clause 29 is deleted.
- 32.23 Clause 30.3.1 is amended by replacing the words “each party must bear equally any disbursements and fees and otherwise bear that party’s own costs” with “the purchaser will pay to the Vendor the amount of \$220 for the Vendor’s legal fees and disbursements as a genuine pre-estimate of those additional expenses, to be allowed an additional adjustment on completion;”
- 32.24 Clause 31.4 is deleted.

33 REAL ESTATE AGENT

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, 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. The right continues after completion.

34 NOTICE TO COMPLETE

- 34.1 If either party is unable or unwilling to complete the contract by the date specified, then the other party shall be entitled at any time on or after the completion date to serve a Notice to Complete making time of the essence of the agreement. Such Notice shall give not less than fourteen (14) days notice after the day immediately following the day on which that Notice is received by the recipient of the notice. The notice may nominate a specific hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. The party issuing the Notice to Complete shall be at liberty to withdraw that Notice without prejudice to that party's continuing right to give any further Notice to Complete under clause 15.
- 34.2 Further, if it becomes necessary for the Vendor to issue a Notice to Complete pursuant to this clause, then the Purchaser shall pay to the Vendor the sum of \$220.00 to cover legal costs and expenses incurred as a consequence of the Purchaser's delay, as a genuine pre-estimate of those additional expenses, to be allowed an additional adjustment on completion.

35 SERVICE OF DOCUMENTS

- 35.1 In addition to the provisions of Clause 20 of this Contract, the parties hereby agree that service of any document or Notice to Complete is considered effected on the party receiving the document or Notice to Complete and that party's legal representative if:
- 35.1.1 the document or Notice to Complete is sent via email to the legal representative or the office of the party receiving the document or Notice to Complete; or
- 35.1.2 the document or Notice to Complete is sent via facsimile transmission to the facsimile number noted on the front page of this Contract or as noted on the legal representative letter head.
- 35.2 The parties hereby agree that service of any document or Notice to Complete shall be deemed to be duly given or made if the provisions of the above clause 35.1 are met. In the event that the time of dispatch is not before 5:00pm (AEDT), the parties agree that service is considered to have occurred the next business day.

36 LATE COMPLETION

If the Purchaser fails to complete this purchase by the completion date, without default by the Vendor, then the Purchaser shall pay to the Vendor on completion, in addition to the balance purchase money, an amount calculated as ten per cent 10% p.a interest on the balance of purchase monies, computed at a daily rate from the day

immediately after the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

37 CONDITION OF PROPERTY

- 37.1 The Purchaser accepts the Property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the Purchaser cannot make a claim or requisition or rescind or terminate in this regard.
- 37.2 The Purchaser accepts the inclusions specified in this Contract in their present state and condition, subject to fair wear and tear and the Vendor is not responsible for any loss, mechanical breakdown or reasonable wear and tear occurring after the Contract date.

38 ENTIRE AGREEMENT

The Purchaser acknowledges that this Contract constitutes the whole agreement between the parties and the Purchaser does not rely upon any warranty, statement or representation made or given by or on behalf of the Vendor except as expressly provided within this Contract. The Purchaser further acknowledges that the property has been inspected by the Purchaser and warrants that they have made their own enquiries, investigations and inspections prior to entering into this Contract and further warrants that they are satisfied with the results of those enquiries, investigations and inspections. The Purchaser will not be entitled to make any objection, raise any requisition, claim for compensation, rescind this Contract or attempt to delay completion in respect of any matter referred to in this special condition.

39 CAPACITY

- 39.1 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:

(a) being an individual, 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

(b) being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enter into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

- 39.2 The Purchaser warrants that the Purchaser has the legal capacity to enter into this contract.

40 TRANSFER

- 40.1 Sufficient particulars of title for the preparation of the Transfer are contained in this contract and the Purchasers shall not require the Vendors to provide any further Statement of Title.

- (a) The Transfer document must be provided to our office 14 days prior to settlement. If the Transfer is not provided to our office 14 days prior to settlement then the Purchaser shall pay to the Vendor the sum of \$77.00 to cover legal costs and expenses incurred as a consequence of the Purchaser's delay.

41 RESIDENTIAL WITHHOLDING PAYMENT

41.1 This special condition applies if 14-E of Schedule 1 of the Taxation Administration Act 1953 (**The Tax Act**) applies to the sale of the Property.

- (a) If this clause applies, the Vendor is deemed to satisfy its requirements under The Tax Act by notice under this Contract, and the Purchaser agrees to comply with their obligations under the Residential Withholding payment scheme under The Tax Act and provided the Purchaser complies with its obligations under this Contract, the parties agree to adjust the balance of the Purchase Price on Completion to all for the Residential Withholding Payment.
- (b) The Purchaser warrants that it will comply with its obligations under The Tax Act and produce on Completion either:
 - (a) Written evidence that the Residential Withholding Payment has been paid to the Australian Taxation Office in relation to the Property; or
 - (b) A bank cheque payable to the Deputy Commissioner of Taxation for the Residential Withholding Payment,
- (c) If the Purchaser provides payment in accordance with clause 41.3 (b), the Purchaser warrants to provide the bank cheque to the Australian Taxation Office as soon as practicable after Completion and within the time provided under The Tax Act.
- (d) If the Purchaser does not comply with this special condition 41, then the Vendor may delay Completion and charge interest in accordance with this Contract, until such time the Purchaser has complied with its obligations under this clause.
- (e) In the event the Purchaser does not pay the Residential Withholding Payment to the Australian Taxation Office or does not produce a bank cheque at completion in accordance with this clause, the Vendor retains the right to payment of the full consideration payable under this Contract. This clause does not merge on completion.
- (f) The Purchaser indemnifies the Vendor from any interest, penalty and or legal and or accounting costs that may be incurred by the Vendor due to the Purchasers failure to comply with this clause or their requirements under the Tax Act, and includes but is not limited to non payment or delay in payment following Completion, even if such delay is incurred due to a third party. This clause will not merge on completion.
- (g) The Purchaser may not make any claim, requisition or delay Completion on account of any item arising out of this clause.

42 DEPOSIT

- (a) Notwithstanding any other provision of this contract, if a cooling off period applies, then the deposit may be paid by 2 instalments as follows:
- (i) an amount equivalent to 0.25% of the price – on or before the making of this contract;
 - (ii) the balance of the deposit – no later than 5.00pm on the 5th business day after the date of this contract.
- (b) The parties agree that, in the event that the Purchaser requests to use a Deposit Bond and the Vendor accepts the use of a Deposit Bond, a deposit bond Guarantee is to be used as a form of deposit the following terms are applicable:
- (i) In this contract "Bond" means a deposit bond provided by any institution agreed to by the Vendor and issued to the Vendor at the request of the Purchaser in an amount and form approved by the Vendor.
 - (ii) The bond will be equivalent to the amount of the full 10% deposit.
 - (iii) The bond will be dealt with as if it were a cash deposit under the contract, and the Vendor is entitled to immediately draw upon the Guarantee in any circumstances where the Vendor is entitled to the deposit.
 - (iv) at settlement, the Purchaser must pay to the Vendor in addition to all other monies payable under this contract, the full purchase price (less any deposit held by the agent) and the Vendor will return the original Guarantee to the Purchaser.
- (c) In the event that the Purchaser should pay a deposit less than ten per cent (10%) of the purchase price, then the deposit is to be paid in two instalments as follows:
- (i) the first part of the deposit on signing of this Contract or at the expiry of the cooling off period (whichever applies); and
 - (ii) the second part of the said ten per cent (10%) of the purchase price shall be paid on the completion or immediately on a default by the Purchaser observing any terms and condition of the Contract. On default by the Purchaser, the balance of the deposit shall immediately become payable to the Vendor and shall be payable notwithstanding that this contract may be terminated as a consequence of the Purchaser's default.

43 RELEASE OF DEPOSIT

Notwithstanding anything else herein contained the deposit or any part of the deposit as the Vendor may require to be released for the purpose of a deposit, stamp duty and balance purchase monies on the purchase of Real Estate, providing that such deposit is held within a Trust Account of a Solicitor or Real Estate Agent or for the discharge of any mortgage or caveat encumbering the subject land, or as the Vendor

may direct. The execution of this agreement shall be full and irrevocable authority to the stakeholder named herein to release such deposit.

44 WARRANTY BY PURCHASER

The Purchaser warrants:

- a. that prior to the later of exchange of contracts, or expiration of the cooling off period, the Purchaser has obtained an approval of Credit in an amount and on reasonable terms to enable the Purchaser to pay for the Property and to complete this contract; OR
- b. that the Purchaser does not require any Credit or Loan to pay for the Property and complete this Contract.

45 CANCELLATION AND/OR RESCHEDULING OF SETTLEMENT

Should an arranged settlement not take place at the date and time scheduled between the parties and not take place at a further agreed time on that same day and it is not due to the fault of the Vendor or their representatives then the Purchaser shall make an allowance of \$150.00 payable on settlement for each cancelled settlement representing the reasonable costs of the Vendor in cancelling and rebooking settlement.

46 REASONABLE NOTICE

Should a previously arranged settlement not take place at the agreed date and time or at the further agreed time on that same day and it is not due to the fault of the Vendor or their representatives then reasonable notice is deemed to be a minimum of 48 hours to rebook settlement or as per the requirements of the discharging mortgagee. Further, special condition 34 will apply.

47 SETTLEMENT LOCATION

Settlement of this matter will take place wherever the Vendor's Mortgagee directs. If the Property is not mortgaged, or the discharge of mortgage is already held by Coutts Solicitors and Conveyancers, then settlement will be effected at the office of Coutts Solicitors and Conveyancers. However, should the Purchaser not be in a position to settle at the office of Coutts Solicitors and Conveyancers, then settlement may be effected in the Sydney CBD at a place nominated by the Purchaser, so long as the Vendor's Licensed Conveyancer's Sydney Settlement Agents fee is paid by the Purchaser.

48 GUARANTEE FOR CORPORATE PURCHASER

In consideration the the vendor contracting with the corporate purchaser,
[] (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators

and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by)
the guarantors in the presence of:)

Signature

Signature of Witness

Print Name of Witness

49 SWIMMING POOL

The Purchaser cannot make a claim or requisition or rescind or terminate if the swimming pool on the Property does not comply with the requirements of the Swimming Pools Act 1992.

50. CHRISTMAS PERIOD

Should any event, condition, notice or due date in relation to this Contract become due to occur during the period of 20 December 2019 to 06 January 2020, then the parties agree that the event, condition, notice or due date shall be deemed to be due to occur on 10 January 2020.

FromPurchasers Solicitor

ToVendors Solicitor

Date:

REQUISITIONS ON TITLE

2008 EDITION

RE:..... Purchase From

Property

(In these Requisitions the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender and the terms Clause and Clauses refer to a Clause or Clauses in the 2005 Edition of the Contract for Sale of Land).

REQUISITIONS	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.2, 16.3, 16.5, 16.8, and 17.1.	
2. The Vendor must comply before completion with Clause 16.12.	
3. Rates and Taxes must be adjusted in accordance with Clause 14 and the Vendor must comply with Clause 16.6.	
4. The Vendor must before completion comply with any work order in accordance with Clauses 11.1 and 14.8.	
5. Has any claim been made on the Vendor to contribute to the cost of the boundary fences or is the Vendor aware of any such claim being made? If so, the Vendor should satisfy such claim before completion and produce receipt on or before completion.	
6. Is the Vendor aware of:- (a) any unregistered easements such as a right of way which affect the property? If so, please give full details. (b) the breach of any covenant noted on the title? If so, such breach must be remedied before completion.	
7. Has the Vendor received any notification from the Roads and Traffic Authority or local Council that the land or part of it is to be realigned, widened, altered or resumed? If so, please give full details.	
8. Is there any outstanding notification, claim or requirement of:- (a) a statutory or local authority, or (b) an adjoining owner which affects the property or any part of it? Any such notice, claim or requirement issued before contracts were exchanged must be complied with by the Vendor before completion.	
9. Is there any permissive occupancy of any part of the property or is any on in adverse possession? If so, the Purchaser relies on Clauses 16.3 and 17.1.	
10. Has any party (including corporation) acquired any rights in the property by prescription? The Purchaser relies on Clauses 16.3 and 17.1.	
11. If the sale of the property is subject to an existing tenancy:- (a) (if not already supplied) the Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid. (b) has there been any breach of the lease in which case such breach must be remedied before completion. (c) rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2. (d) the lease (stamped and, if necessary, registered) should be handed over to the Purchaser on completion. (e) if applicable, the Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from	

REQUISITIONS	RESPONSE
<p>completion.</p> <p>(f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.</p>	
<p>12. Have the provisions of the Local Government Act 1919, or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to buildings, subdivisions, alterations and additions been complied with in relation to the subject land and improvements? Any non-compliance must be advised before settlement.</p>	
<p>13. If any statutory or local authority has a valid claim to money due by the Vendor in respect of the property, such monetary claim or claims should be settled and discharged by the Vendor before completion.</p>	
<p>14. The Purchaser reserves his contractual rights to make a claim on the Vendor before completion as provided in Clauses 6, 7, 11.2 and 14.8.</p>	
<p>15. Has the Vendor or any predecessor in title:-</p> <p>(a) been bankrupt or are there any pending bankruptcy proceedings against the Vendor?</p> <p>(b) entered into any development or other agreement with a statutory or local authority which binds the subject land and which will bind the Purchaser on and from completion?</p> <p>If so, please give details?</p>	
<p>16. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registerable forms to remove them, properly executed, must be tendered at completion.</p>	
<p>17. Is there any pending litigation in respect of the property?</p>	
<p>18. Is the Vendor aware of any rights to, or restrictions on, access to the property? If so, please give full details.</p>	
<p>19. Is the Vendor aware of any restrictions on the use or development of the land?</p>	
<p>20. Survey should be satisfactory and certify (or report) that:-</p> <p>(a) the whole of the land sold will be available to the Purchasers on completion and</p> <p>(b) there is no encroachment by or upon the subject land and</p> <p>(c) the improvements sold are erected on the subject land.</p>	
<p>21. Has the Vendor been served with any order under Section 124 of the Local Government Act 1993 requiring him to demolish, repair or make structural alterations to a building which is erected on the subject land? If such order has not been complied with, the Vendor should do so before completion, and notify the Purchaser of his compliance.</p>	
<p>22. Has the Vendor or his mortgagee:-</p> <p>(a) a survey report?</p> <p>(b) a building certificate issued under Section 317A or Section 317AE of the Local Government Act 1913?</p> <p>(c) a building certificate issued under Section 149 of the Environmental Planning and Assessment Act 1979, Section 149D?</p> <p>If so, please obtain and forward a copy and ensure that the originals are handed over on completion.</p>	
<p>23. Has the Vendor been served with an order issued by the local Council or a consent authority under Section 121B of the Environmental Planning and Assessment Act 1979? If so, please give details.</p>	
<p>24. Is the land affected by the:-</p> <p>(a) National Parks and Wildlife Act 1974? If so, has the land or any part of it been set aside for conservation purposes? Please give full details.</p> <p>(b) Rural Fires Act 1997? If so, is the land a bushfire hazard or bushfire-prone land? Please give full details.</p> <p>(c) Threatened Species Conservation Act 1995? If so, please give full details.</p> <p>(d) Contaminated Land Management Act 1997? If so, please give full details.</p> <p>(e) Local Government Act 1993, Section 124? If so, please give full details.</p> <p>(f) Noxious Weeds Act 1993? If so, please give full details.</p>	

REQUISITIONS	RESPONSE
(g) Heritage Act 1977? If so, please give full details. (h) Unhealthy Building Land Act 1990? If so, please give full details.	
25. Has the Vendor been served with any notice, order or claim arising under the following statutes:- (a) Family Law Act 1975 (Commonwealth Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Provision Act 1982 (NSW Statute)? (d) Encroachment of Building Act 1922 (NSW Statute)? If so, please advise full details.	
26. If the property sold "off-the-plan":- (a) the Vendor must provide the Purchaser on or before completion with:- (i) an Occupation Certificate (or a copy) issued as required by section 109M(1) of the Environmental Planning and Assessment Act 1979. (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) Evidence that a final Fire Safety Certificate has been issued for the building. (b) Has the Vendor complied with the local Councils Conditions of Development Consent in respect of the Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified. (c) The Vendor must comply with Clause 28.2 before completion.	
27. Is the subject land inclosed land within the meaning of the Inclosed Lands Protection Act 1901?	
28. If a Swimming Pool is included in the sale:- (a) was its construction approved by the Local Council? Please furnish a copy of such approval. (b) have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with? (c) the Vendor should assign in writing to the Purchaser the benefit of any current warranties or guarantees in relation to the contract for the construction of the Swimming Pool. Do any such warranties and guarantees exist? (d) all pool chemicals and equipment should be left behind by the Vendors for the Purchasers use.	
29. If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	
30. Are any of the inclusions specified in the Contract subject to any credit contract, hire purchase agreement, security interest in goods, leasing agreement, lien, charge or otherwise encumbered? If so, the Vendor should satisfy any such liability on or before completion.	
31. If the Vendor is an executor and/or trustee:- (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustees receipt. (b) Alternatively, do you require payment of the amount payable to the Vendors to be made into an Estate bank account? (c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please	

REQUISITIONS	RESPONSE
<p>produce your written authority before settlement.</p> <p>(d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.</p>	
<p>32. In the case of Old System Title land:-</p> <p>(a) The Deeds and documents listed on Annexure "A" to these Requisitions should be produced for our inspection and found satisfactory prior to completion.</p> <p>(b) The Deeds and documents listed on Annexure "B" to these Requisitions relating solely to the subject property should be produce for inspection and found satisfactory and handed over at settlement.</p> <p>(c) As the Vendors will not retain any estate in the lands dealt with by the Deeds listed on Annexure "C" to these Requisitions after conveyance of the subject property to the Purchasers, they should be permanently deposited in the office of the Land and Property Information (NSW), Sydney, in accordance with Section 53(2)(e) of the Conveyancing Act 1919 and a certified copy of the Lodgement receipt furnished at settlement or, a written undertaking to furnish such certified copy handed over at settlement.</p> <p>(d) The Vendor must comply with Clauses 25.2 and 25.8 before completion.</p>	
<p>33. Have any building works been carried out at the property to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide before completion satisfactory evidence that such legislation has been complied with.</p>	
<p>34. If the Transfer (or in the case of Old System Title, the Deed of Conveyance) will be signed under Power of Attorney:-</p> <p>(a) Please produce before completion a copy of the registered Power of Attorney, and</p> <p>(b) Written evidence should be provided at settlement of its non-revocation.</p>	
<p>35. Is the subject property situated within an aircraft flight path? If so, on what basis and what curfew applies?</p>	
<p>36. Satisfactory evidence must be produced before completion that any:-</p> <p>(a) improvements erected over the sewer, and/or</p> <p>(b) rainwater downpipes connected to the sewer water was authorised or permitted in writing by Sydney Water Corporation or its predecessor.</p>	
<p>37. Is there any encroachment:-</p> <p>(a) onto any adjoining land by any improvements erected on the subject land?</p> <p>(b) by any improvements erected on adjoining land onto the subject land to the Vendors knowledge? If so, please give details of any such encroachment which should be removed before completion.</p>	
<p>38. Has the Vendor been served with any notice or order relating to fire safety issued under Section 124 of the Local Government Act 1993 which the Vendor has not fully complied with? If so, the Vendor must satisfy the terms of such notice or order before completion.</p>	
<p>39. The Vendor must comply with Clause 4.2.</p>	
<p>40. The Vendor should provide at settlement a direction in accordance with Clause 20.5.</p>	
<p>41. (If applicable) The Vendor must comply with Clauses 13.4.2, 13.9 and 13.10 on and before completion.</p>	

DISCLAIMER

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.....
Solicitor for Vendor



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 63/261969

SEARCH DATE	TIME	EDITION NO	DATE
17/9/2019	11:21 AM	6	2/9/2018

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

LAND

LOT 63 IN DEPOSITED PLAN 261969
AT BOSSLEY PARK
LOCAL GOVERNMENT AREA FAIRFIELD
PARISH OF ST LUKE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP261969

FIRST SCHEDULE

MAREN CONSTANCE GATES (CN AC641649)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 . A714447 COVENANT
- 3 . DP261969 RESTRICTION(S) ON THE USE OF LAND
- 4 . DP261969 EASEMENT TO DRAIN WATER AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM
- 5 - DP261969 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 6 AC489324 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA
- 7 AC811665 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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Received: 17/09/2019 11:21:42

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

Lengths are in Metres

Sheet 1 of 7 Sheets

Plan: ~~DP261969~~
D.P.261969

Subdivision of Lots 1, 2, 3 and 4
Section C Deposited Plan 6934
covered by Council Clerk's Certificate
No. 4812 dated 31-7-1981

PART 1

Full name and address of
Proprietor of land:

GUNVALE PTY. LIMITED
4/263 Alfred Street,
NORTH SYDNEY 2060

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

EASEMENT FOR ELECTRICITY PURPOSES
2.75 WIDE

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lots Burdened</u>	<u>Name of Authority Benefited</u>
103	Prospect County Council
127	" " "

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

EASEMENT TO DRAIN WATER 1 WIDE

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lots Burdened</u>	<u>Lots Benefited</u>
-2	1
-3	1 and 2
6	4 and 5
7	4, 5, 6, 8, 9, 10, and 11
8	9, 10 and 11
9	10 and 11
10	11
-18	4, 5
-19	4
-20	1, 2 and 3
45	46, 47 and 48
46	47 and 48
47	48
59	58
60	61, 62, 63 and 64
61	62, 63 and 64
62	63 and 64
63	64
75	77
96	97, 102, 103, 104, 105, 106, 107, 108 & 109
97	102, 103, 104, 105, 106, 107, 108 & 109
102	103
104	102 and 103
105	102, 103 and 104
106	102, 103, 104 and 105
107	102, 103, 104, 105 and 106
108	102, 103, 104, 105, 106 and 107
109	102, 103, 104, 105, 106, 107 and 108

[Handwritten signatures]

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

Lengths are in Metres

Sheet 2 of 7 Sheets

Plan: ~~DP 261969~~
D.P. 261969

Subdivision of Lots 1, 2, 3 and 4
Section C Deposited Plan 6934
covered by Council Clerk's Certificate
No. 4812 dated 31.7.1981

PART 1

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

EASEMENT TO DRAIN WATER 2 WIDE

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

16
59
60
70
94
95
114
121

Name of Authority Benefited

The Council of the City of Fairfield
" " " "
" " " "
" " " "
" " " "
" " " "
" " " "
" " " "

4. Identity of Restriction
fourthly referred to in
abovementioned plan.

RESTRICTION AS TO USER

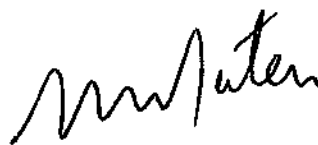
SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

11
12
33
34
39
44
45
57
58
64
65
74
76
84
90
101
103
118
126

Name of Authority Benefited

The Council of the City of Fairfield
" " " "
" " " "
" " " "
" " " "
" " " "
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in Metres

Sheet 3 of 7 Sheets

Plan: ~~DP 261845~~
~~DP 261845~~
D.P.261969

Subdivision of Lots 1, 2, 3 and 4
Section C Deposited Plan 6934
covered by Council Clerk's Certificate
No. 4812 dated 31-7-1981

PART 1

5. Identity of Restriction
fifthly referred to in
abovementioned plan.

RESTRICTION AS TO USER

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Each lot except lots
3, 4, 5, 18, 19, 20, 34, 58 and 127

Lots Benefited

Every other lot except lots
3, 4, 5, 18, 19, 20, 34, 58 and 127

Mr. M. A. M. M. M.
[Signature]

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

Lengths are in Metres

Sheet 4 of 7 Sheets

Plan:

~~DP 261844~~
D.P.261969

Subdivision of Lots 1, 2, 3 and 4
Section C Deposited Plan 6934
covered by Council Clerk's Certificate
No. 4812 dated 31.7.1981

PART 11

1. Terms of Easement for Electricity Purposes firstly referred to in abovementioned plan.

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

4. Terms of Restriction fourthly referred to in abovementioned plan.

No fence shall be erected on the land hereby burdened having a frontage to any main road, pathway or park without the consent of Fairfield City Council PROVIDED THAT such consent shall not be withheld by the Council if the fence complied in all respects with the Council's Fencing Code as current from time to time.

5. Terms of Restriction fifthly referred to in abovementioned plan.

- (a) No building shall be erected on the land hereby burdened with external walls or walls of materials other than brick stone concrete glass timber weatherboard profile asbestos cement or any combination of the same PROVIDED THAT timber shall not be used in external walls except as infill panels in conjunction with all or any of the other materials in this clause referred to and the proportions of timber so used in relation to the total external wall area shall not exceed twenty-five per centum (25%) thereof PROVIDED FURTHER THAT
- (i) weatherboard profile asbestos cement shall not be used in external walls except as gable ends AND
- (ii) nothing in this restriction contained shall preclude or prohibit a building having an inner frame-work of its external walls constructed of timber or other materials with an external brick face or veneer.
- (b) No main building erected or permitted to remain on the land hereby burdened shall have a minimum overall floor area excluding any attached garage or carport under the main roof of less than ninety-five (95) square metres.
- (c) Not more than one main building shall be erected or permitted to remain on the land hereby burdened and no such main building shall be used or permitted to be used other than as a single private dwelling house PROVIDED THAT this restriction on user will not prevent the use of part of any such main building by a medical practitioner or dentist in the practice of his profession.

Mr. Pater


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

Lengths are in Metres

Sheet 5 of 7 Sheets

Plan:

~~DP 261845~~
D.P.261969

Subdivision of Lots 1, 2, 3 and 4
Section C Deposited Plan 6934
covered by Council Clerk's Certificate
No. 4812 dated 31-7-1981

PART 11

5. Terms of Restriction fifthly referred to in abovementioned plan (continued).

- (d) No building erected or permitted to remain on the land hereby burdened shall have a roof of corrugated iron or steel or tin or any combination thereof.
- (e) No building erected or permitted to remain on the land hereby burdened shall have a roof of asbestos cement or fibre glass or any other material of a similar nature with a pitch greater than ten degrees to the horizontal.
- (f) No building erected or permitted to remain on the land hereby burdened shall have a roof of aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal.
- (g) No paling fence shall be erected on the land hereby burdened so as to be situated closer to the street than the house building line or building alignment as fixed from time to time by the Council of the City of Fairfield and any fence erected along the boundaries of the land hereby burdened which fence extends from the building alignment to the street frontage or along the street frontage shall not exceed 0.76 metres in height PROVIDED THAT as to what constitutes a paling fence shall be determined by that person having the power to release vary or modify these restrictions as hereinafter referred to and the decision of that person shall be final and binding on the registered proprietor for the time being of the land hereby burdened.
- (h) No main building shall be erected or permitted to remain on the land hereby burdened unless same shall be connected to the sewer.
- (i) No earth clay stone gravel soil sand or trees shall be removed excavated carried away from the land hereby burdened except so far as may be reasonably necessary for the erection in accordance with the restriction on user herein contained of any building structure or swimming pool thereon or for any purposes incidental and/or ancillary thereto or for the safety of the occupants or the prospective occupants thereof.
- (j) No trees standing on the land hereby burdened shall be lopped ringbarked or removed without the prior consent in writing of the Council of the City of Fairfield.
- (k) No fence shall be erected on the land hereby burdened to divide the same from adjoining land without the consent of Gunvale Pty. Limited but such consent shall not be withheld if such fence is erected without expense to Gunvale Pty. Limited and in favour of any person dealing with the registered proprietor for the time being of the land hereby burdened such consent shall be deemed to have been given in respect of every such fence for the time being erected provided however that this restriction in regard to fencing shall be binding on the registered proprietor of the land hereby burdened his executors administrators and assigns only during the ownership of the subject adjoining land by Gunvale Pty. Limited its successors and assigns other than purchasers on sale.



A large, stylized handwritten signature in black ink, possibly reading 'M. J. Peters', is written over a circular stamp. The stamp contains some illegible text and a central emblem. Below the signature, there is a horizontal line with some scribbles underneath it.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE
CREATED PURSUANT TO SECTION 85B OF THE CONVEYANCING ACT, 1919.

Lengths are in Metres

Sheet 6 of 7 Sheets

Plan:

~~DP 261844~~
D.P.261969

Subdivision of Lots 1, 2, 3 and 4
Section C Deposited Plan 6934
covered by Council Clerk's Certificate
No. 4812 dated 31.7.1981

PART 11

5. Terms of Restriction fifthly referred to in abovementioned plan (continued).

- (1) No sign or advertisement of any nature whatsoever shall be placed or erected on the land hereby burdened PROVIDED THAT this shall not prevent the display of a builders sign no larger than 0.914 metres x 0.914 metres PROVIDED FURTHER this restriction shall be binding on the registered proprietor of the land hereby burdened only for such time as Gunvale Pty. Limited shall remain the registered proprietor of any lot or lots in the said Plan.




Name of person empowered to release vary or modify easements firstly referred to in the abovementioned plan is Prospect County Council.

Name of person empowered to release vary or modify easement secondly referred to in the abovementioned plan is The Council of the City of Fairfield.

Name of person empowered to release vary or modify easement thirdly referred to in the abovementioned plan is The Council of the City of Fairfield.

Name of person empowered to release vary or modify restriction fourthly referred to in the abovementioned plan is The Council of the City of Fairfield.

Name of person empowered to release vary or modify restriction fifthly referred to in the abovementioned plan is Gunvale Pty. Limited of 4/263 Alfred Street, North Sydney for such time as it remains the registered proprietor of any lot or lots in the Plan of Subdivision and thereafter by the person or persons in whom the legal estate in fee simple is for the time being vested in the land in the said Plan of Subdivision (other than streets or other public areas) having a common boundary with the land burdened provided that any such release variation or modification shall if approved be made or done in all respects at the cost and expense of the person requesting release variation or modification.

M. Pater




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

Lengths are in Metres

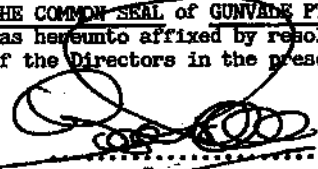
Sheet 7 of 7 Sheets

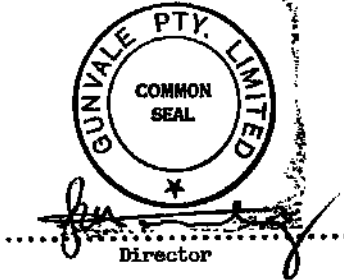
Plan: ~~DP 261845~~
D.P.261969

Subdivision of Lots 1, 2, 3 and 4
Section C Deposited Plan 6934
covered by Council Clerk's Certificate
No. 4812 dated 31-7-1981.

PART 11

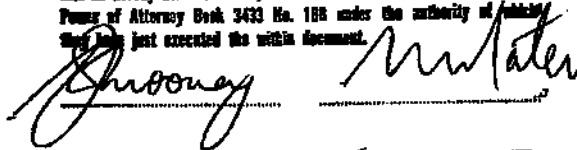
THE COMMON SEAL of GUNVALE PTY. LTD.)
was hereunto affixed by resolution)
of the Directors in the presence of:)


.....
Secretary


Director

Signed by the said BENEFICIAL FINANCE CORPORATION LIMITED
by its attorneys:

Michael John Mooney and Nicholas Stephen Paten
who do hereby state that they have no notice of the revocation of the
Power of Attorney Book 3433 No. 188 under the authority of which
they have just executed the within document.

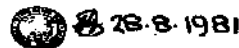


CAROLYN LYNETTE TAYLOR
285 George Street, Sydney
Securities Officer



INSTRUMENT SETTING OUT INTERESTS CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT.

FILED AND REGISTERED WITH ~~DP 261845~~
D.P.261969

 28-8-1981

PLAN FORM 2

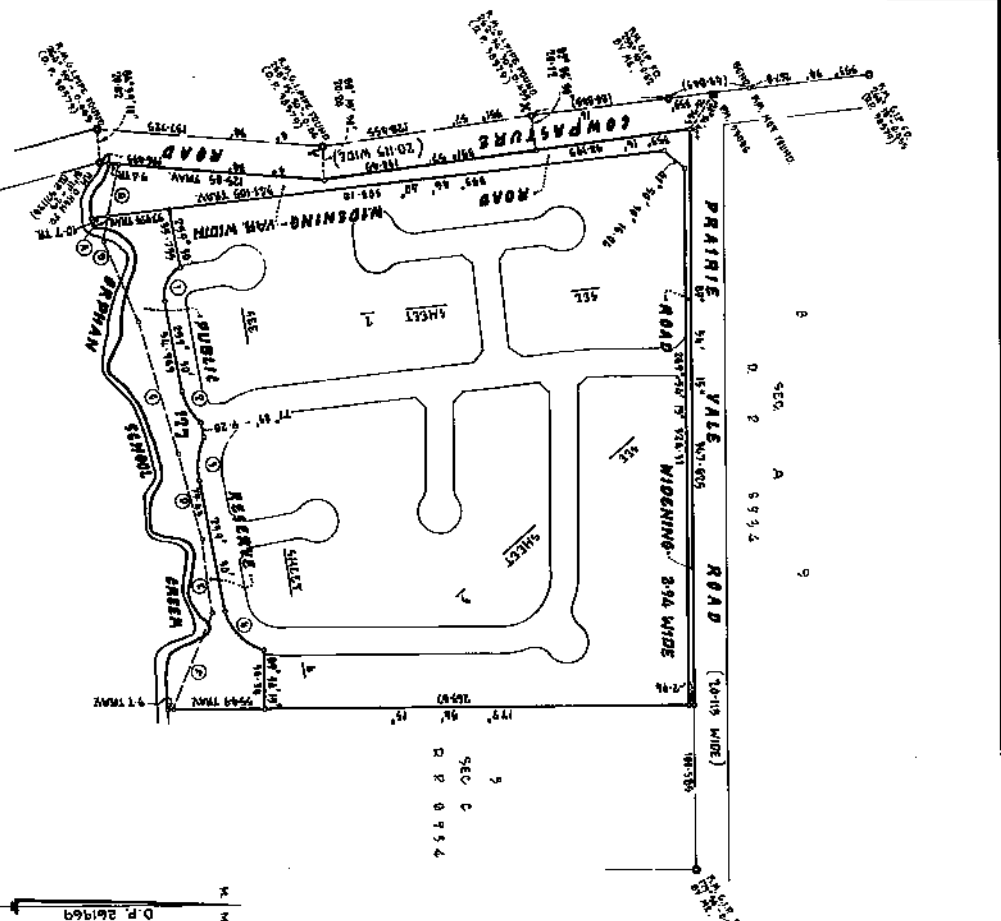
Signatures and seals only.

Plan Drawing only to appear in this space

David Allan McArthur
Bruce Andrew McArthur
David Allan McArthur

David Allan McArthur
 Bruce Andrew McArthur
 David Allan McArthur

Divisional Council Clerk
 Date: 31-7-1981
 17/10/1981

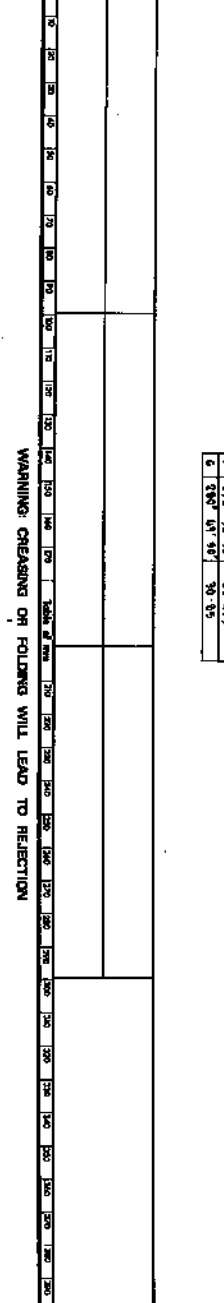


SCHEDULE OF CURVED DIMENSIONS

NO	ANGLE	RADIUS	CHORD	ARC LENGTH
1	177° 05' 00"	12.71	24.87	27.15
2	177° 05' 00"	12.71	24.87	27.15
3	177° 05' 00"	12.71	24.87	27.15
4	177° 05' 00"	12.71	24.87	27.15

SCHEDULE OF THE PRAIRIE VALLEY

NO	DESCRIPTION	LENGTH	AREA
1	ROAD	16.875	16.875
2	ROAD	16.875	16.875
3	ROAD	16.875	16.875
4	ROAD	16.875	16.875
5	ROAD	16.875	16.875
6	ROAD	16.875	16.875
7	ROAD	16.875	16.875
8	ROAD	16.875	16.875
9	ROAD	16.875	16.875
10	ROAD	16.875	16.875



D.P. 261969

Plan of subdivision of **LOT 1, 2, 3 & 4 SEC. C D.P. 6593 B**

Location: **BOSSLEY PARK CUMBERLAND**

Localities: **FAIRFIELD BOSSLEY PARK CUMBERLAND**

County: **CUMBERLAND**

This is part of my plan in **177° 05' 00"** (shown by topographic) & **177° 05' 00"** (shown by topographic).

DAVID ALLAN McARTHUR
BRUCE ANDREW McARTHUR
DAVID ALLAN McARTHUR

17/10/1981

Divisional Council Clerk

Date: 31-7-1981

17/10/1981

To dedicate to the public as road:
 1. SHAWNEE CLOSE
 2. WATSON PL.
 3. STANLEY PL.
 4. CONING ST.
 5. OLIVERA CR.
 6. WIDENING-VAN WIDENING (VAN)
 7. ROAD WIDENING-VAN WIDENING (VAN)
 8. PATHWAY 1 WIDE

To reserve lot 181 as public reserve.

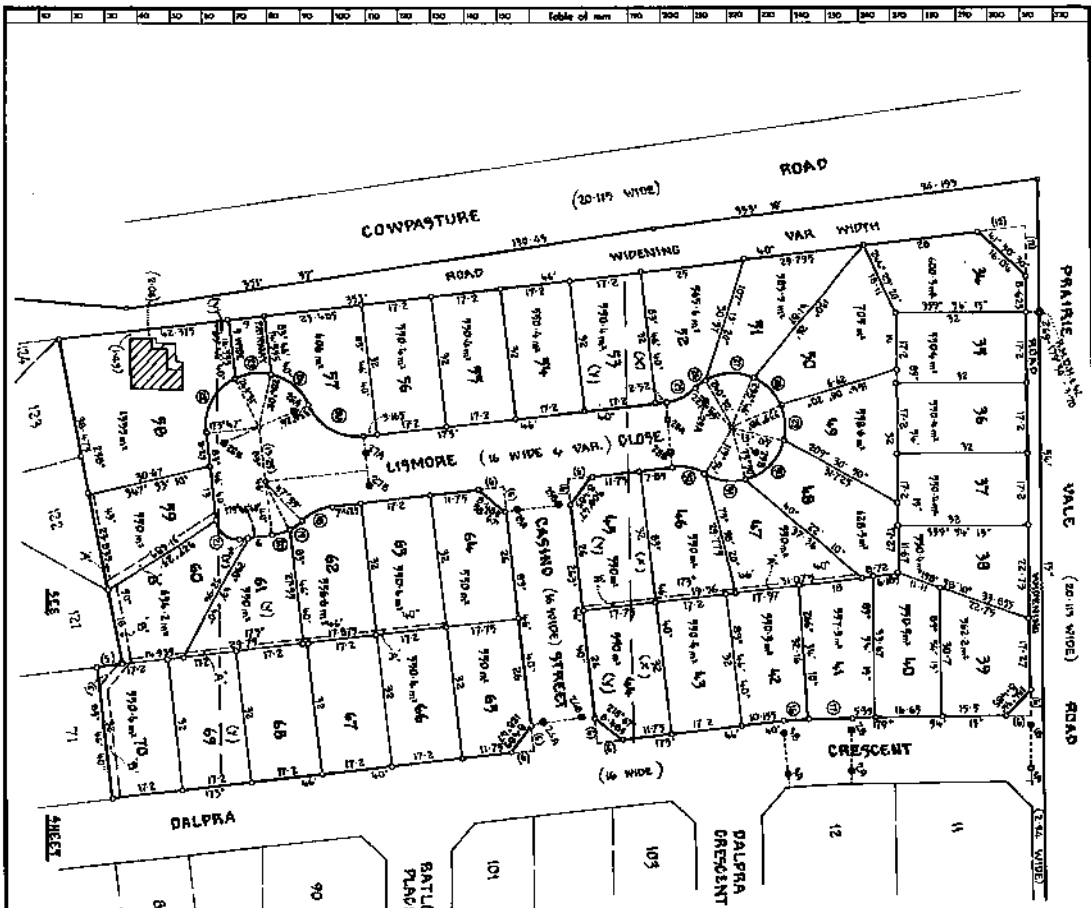
To create pursuant to section 90 of the Conveyancing Act 1919 as amended:
 1. EASEMENT FOR ELECTRICITY PURPOSES 57M WIDE
 2. EASEMENT TO DRAIN WATER
 3. EASEMENT TO DRAIN WATER
 4. EASEMENT TO DRAIN WATER
 5. RESTRICTION 6M TO 10M
 6. RESTRICTION 6M TO 10M

OFFICE USE ONLY

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----

PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



Plan Drawing only to appear in this space

NO.	SECTION	AREA	TOTAL SECTION	PERCENTAGE
1	103	6.28	324.78	1.94
2	102	10.63	177.88	5.98
3	101	21.93	177.88	12.33
4	100	3.19	1.64	19.45
5	99	1.62	6.4	25.31
6	98	7.89	7.89	100.00
7	97	19.87	208.37	9.54
8	96	5.15	393.87	1.31
9	95	11.89	407.14	2.92
10	94	16.48	210.02	7.85
11	93	2.19	197.47	1.11
12	92	3.32	324.78	1.02
13	91	12.18	2.99	406.87
14	90	9.5	4.4	215.91
15	89	6.7	186.27	3.58
16	88	10.29	186.27	5.52
17	87	10.78	187.78	5.74
18	86	6.19	1.6	386.86
19	85	1.6	1.6	100.00

- (K) - EASEMENT TO DRAIN WATER 1 WIDE.
- (L) - EASEMENT TO DRAIN WATER 2 WIDE.
- (M) - COVENANT - A-639110
- (N) - COVENANT - A-114447

NO.	SECTION	AREA	TOTAL SECTION	PERCENTAGE
1	103	6.28	324.78	1.94
2	102	10.63	177.88	5.98
3	101	21.93	177.88	12.33
4	100	3.19	1.64	19.45
5	99	1.62	6.4	25.31
6	98	7.89	7.89	100.00
7	97	19.87	208.37	9.54
8	96	5.15	393.87	1.31
9	95	11.89	407.14	2.92
10	94	16.48	210.02	7.85
11	93	2.19	197.47	1.11
12	92	3.32	324.78	1.02
13	91	12.18	2.99	406.87
14	90	9.5	4.4	215.91
15	89	6.7	186.27	3.58
16	88	10.29	186.27	5.52
17	87	10.78	187.78	5.74
18	86	6.19	1.6	386.86
19	85	1.6	1.6	100.00

REDUCTION RATIO 1: 800
 LENGTHS ARE IN METRES

OFFICE USE ONLY

D P 261969

Registered: 8/28/1981

This is sheet 2 of my plan in sheets 23A & 23B DECEMBER, 1980

Surveyor registered under Surveyors Act 1928.

This is sheet 2 of the plan of 4 sheets covered by my Certificate No. 4812 of 31-7-1981

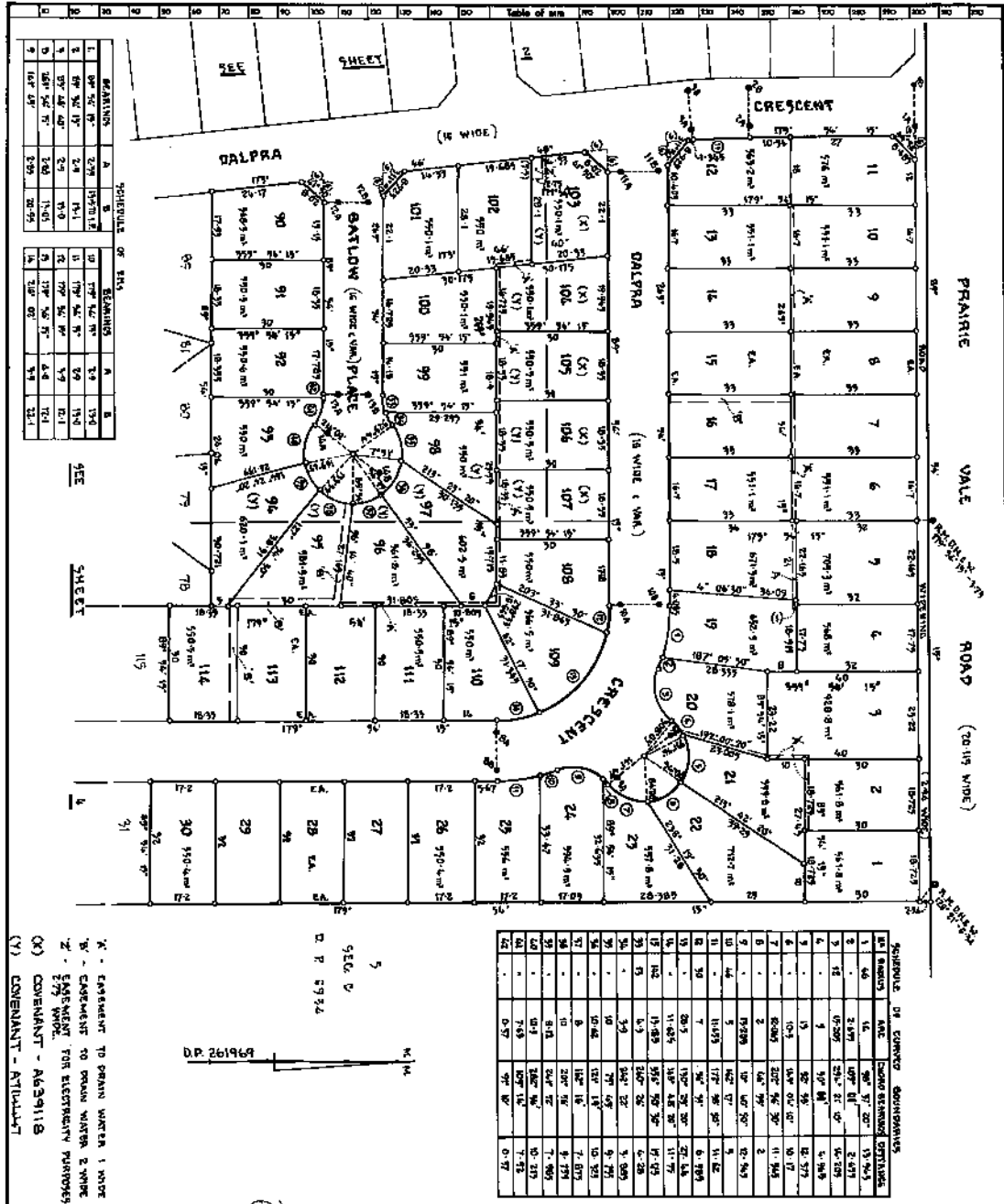
Surveyor and seal only:

Council Clerk

Supervisor Reference: 1177

D P 261969

PLAN FORM 3 To be used in conjunction with Plan Form 2 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE OF ERS

ER	A	B	C	D	E
1	0.00	0.00	0.00	0.00	0.00
2	0.00	0.00	0.00	0.00	0.00
3	0.00	0.00	0.00	0.00	0.00
4	0.00	0.00	0.00	0.00	0.00
5	0.00	0.00	0.00	0.00	0.00
6	0.00	0.00	0.00	0.00	0.00
7	0.00	0.00	0.00	0.00	0.00
8	0.00	0.00	0.00	0.00	0.00
9	0.00	0.00	0.00	0.00	0.00
10	0.00	0.00	0.00	0.00	0.00
11	0.00	0.00	0.00	0.00	0.00
12	0.00	0.00	0.00	0.00	0.00
13	0.00	0.00	0.00	0.00	0.00
14	0.00	0.00	0.00	0.00	0.00
15	0.00	0.00	0.00	0.00	0.00
16	0.00	0.00	0.00	0.00	0.00
17	0.00	0.00	0.00	0.00	0.00
18	0.00	0.00	0.00	0.00	0.00
19	0.00	0.00	0.00	0.00	0.00
20	0.00	0.00	0.00	0.00	0.00
21	0.00	0.00	0.00	0.00	0.00
22	0.00	0.00	0.00	0.00	0.00
23	0.00	0.00	0.00	0.00	0.00
24	0.00	0.00	0.00	0.00	0.00
25	0.00	0.00	0.00	0.00	0.00
26	0.00	0.00	0.00	0.00	0.00
27	0.00	0.00	0.00	0.00	0.00
28	0.00	0.00	0.00	0.00	0.00
29	0.00	0.00	0.00	0.00	0.00
30	0.00	0.00	0.00	0.00	0.00
31	0.00	0.00	0.00	0.00	0.00

SCHEDULE OF CURVED BOUNDARIES

NO.	ARC	CHORD BEARING	CHORD DISTANCE
1	14	307° 37' 20"	13.94.5
2	14	097° 01' 00"	2.497
3	15	07205° 21' 00"	56.309
4	9	197° 01' 00"	5.188
5	15	328° 46' 00"	82.577
6	104	134° 00' 00"	10.17
7	2	328° 46' 30"	11.944
8	2	07208° 10' 107° 30"	37.943
9	14	127° 30' 30"	11.152
10	14	11453° 172° 30' 30"	6.898
11	14	172° 30' 30"	21.428
12	14	172° 30' 30"	21.428
13	14	172° 30' 30"	14.472
14	14	172° 30' 30"	14.472
15	14	172° 30' 30"	14.472
16	14	172° 30' 30"	14.472
17	14	172° 30' 30"	14.472
18	14	172° 30' 30"	14.472
19	14	172° 30' 30"	14.472
20	14	172° 30' 30"	14.472
21	14	172° 30' 30"	14.472
22	14	172° 30' 30"	14.472
23	14	172° 30' 30"	14.472
24	14	172° 30' 30"	14.472
25	14	172° 30' 30"	14.472
26	14	172° 30' 30"	14.472
27	14	172° 30' 30"	14.472
28	14	172° 30' 30"	14.472
29	14	172° 30' 30"	14.472
30	14	172° 30' 30"	14.472
31	14	172° 30' 30"	14.472

K - EASEMENT TO BRING WATER 1 WHERE
 W - EASEMENT TO BRING WATER 2 WHERE
 Z - EASEMENT FOR ELECTRICITY PURPOSES
 275 WIDE
 (X) COVENANT - A629118
 (Y) COVENANT - ATTACHED

DP 261969

Signature and seal only.

Stamp: Registrar-General, NSW

Stamp: 28.8.1981

Stamp: 1179

Stamp: 1179

Stamp: 1179

Plan Drawing only to appear in this space

Surveyor's Reference: 1179

31111 South Coast.

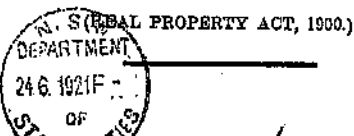


A714447W

Transfer.....
Endorsement.....
Certificate.....



MEMORANDUM OF TRANSFER



FREE SIMPLE

a Name, residence, occupation, or other designation, in full, of transferor.

I, N.S.W. REAL ESTATE AGENTS LIMITED

A714447

- b If a less estate, strike out "in fee simple," and introduce the required alteration.
c All subsisting encumbrances must be noted hereon. (See page 2.)
d If the consideration be not pecuniary, state its nature concisely.

being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of SEVENTY ONE POUNDS TWO SHILLINGS (£ 71/2/-)

a Name, residence, occupation, or other designation, in full, of transferee.

paid to me by CHARLES THOMAS GEORGE DAINTY of Bossley Park, Laborer.

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

the receipt whereof I thereby acknowledge,

If to two or more, state whether as joint tenants or tenants in common.

doth hereby transfer to the said CHARLES THOMAS GEORGE DAINTY

a Area in acres, rods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing

b Parish or town and county.

situate in the Parish of St. Luke County of Cumberland

"The whole" or "part," as the case may be.

"Crown grant," or "Certificate of Title."

being part of the land comprised in Certificate of Title

Strike out if not appropriate.

dated 30th March 1911 registered volume No. 2136 folio 57

These references will suffice, if the whole land in the grant or certificate be transferred.

AND also in the pieces of land as follows and being Lot two (2) of Section C. of the Fairlewood Park Estate as shown on Deposited Plan No. 6934.

But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix: "as delineated in the plan hereon for annexed hereto" or "described as follows, viz.:"

And the said Charles Thomas George Dainty doth hereby for himself, his executors, administrators and assigns and so as to bind not only himself his executors, administrators and assigns but also the said piece of land hereinafter expressed to be hereby transferred and the successive owners and tenants thereof COVENANT with the said Company and its assigns that the said executors, administrators or assigns shall not erect or permit to be erected on the said land any main building of any value than

AND that on the erection of any such building, the said land shall be fenced, AND that no advertisement hoarding shall be erected on the said land.

AND for the purposes of Section 89 of the Conveyancing Act of 1910, IT IS HEREBY FURTHER AGREED AND DECLARED that:-

- (a) The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 6934/ other than the land hereby transferred.
(b) The land which is to be subject to the burden of the above covenants is the land described herein.
(c) The above covenants or any of them may be released, varied or modified with the consent of the said Company, its successors or assigns.

[Rule up all blanks before signing.]

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasing. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

[Price, 6d.]

50007

Handwritten notes and signatures at the bottom right of the page.

p See note "c," page 1.
A very short note of
the particulars will
suffice.

[Rule up all blanks before signing.]

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, no further authentication is required. Otherwise the attesting witnesses must appear before one of the above functionaries to make a declaration in the annexed form. This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

In witness whereof, I have hereunto subscribed my name, at *Pydney*
the *twenty third* day of *June* in the year
of our Lord one thousand nine hundred and *twenty one*

Signed in my presence by the said

WHO IS PERSONALLY KNOWN TO ME

Signed

Trans

THE COMMON SEAL of N.S.W. REALTY CO.)
LIMITED was hereto affixed by JAMES)
BENNETT RICKARD this *twelfth* day)
of *July*, 1921 in the presence of:

Leo G. Rowe

James Bennett Rickard

n Repeat attestation for additional parties if required.

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

o For the signature of the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or impersonation, and for this reason a signature should, if possible, be obtained.

Signed in my presence by the said

CHARLES THOMAS GEORGE DAINTY
WHO IS PERSONALLY KNOWN TO ME

Leo S. Rowe

*Campbell & Rowe,
Solicitors, Sydney.*

Charles T. G. Dainty
Transferee.

(*The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.



V.S.W. Realty Co. Limited No. A.

WE, ALFRED RICHARDSON HOLDSHIP of Sydney in the State of New South Wales Solicitor WILLIAM ERNEST JOHNSTON HOLDSHIP of Lithgow in the said State Merchant and ARTHUR HERBERT HOLDSHIP of Sydney aforesaid Solicitor being the Mortgagees under Memorandum of Mortgage dated 28th May 1918 and registered as No. A386164 from the withinnamed N.S.W. Realty Co. Limited DO HEREBY discharge the said Memorandum of Mortgage as regards the lands comprised in the within Memorandum of Transfer but without prejudice to our rights and remedies against the said N.S.W. Realty Co. Limited and also sureties and third persons and reserving to ourselves all rights and remedies and powers under the said Memorandum of Mortgage in respect of the land thereby mortgaged other than that described in the within written Memorandum of Transfer.

IN WITNESS whereof we have hereunto subscribed our names the *twenty third* day of *June* in the year of our Lord One thousand nine hundred and twenty one.

SIGNED at Sydney in my presence by the said ALFRED RICHARDSON HOLDSHIP and ARTHUR HERBERT HOLDSHIP who are personally known to me -

Alfred R. Holdship
Arthur H. Holdship

N. C. Hughesdon
ant. J. J. ...
Solr Sydney

AND at Lithgow in my presence by the said WILLIAM ERNEST JOHNSTON HOLDSHIP who is personally known to me -

W. E. J. Holdship

Blaine ...
Solr Lithgow

43940R

FORM OF DECLARATION BY ATTESTING WITNESS.

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

- May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.
- Name of witness and residence.
- Name of Transferee.
- Name of Transferee.
- Registrar-General, Deputy, Notary Public.

Memorandum of Transfer of

5a. 2nd 30p. Lot 2, Sec C. D. P. 6934 Lodged by

Mun, Fairfield P. St. Luke (Name) CAMPBELL & ROWE,

Co. Cumberland (Address) Solicitors, Sydney.

Subject to Covenant.

Transferor.

Charles Thomas George Dainty Transferee.

A 714447

Particulars entered in the Register Book, Vol.

2186. Folio 57

the 26th day of July, 1921
 at 10 minutes 10 o'clock
 in the fore noon.

W. H. Atkinson
 Registrar General

26 JUL 1921

DESCRIPTION	DATE	INITIALS
SENT TO SURVEY BRANCH	15/7/21	JG
RECEIVED FROM RECORDS	16	JG
DRAFT WRITTEN	20.7.21	JG
DRAFT EXAMINED	20.7	JG
DIAGRAM COMPLETED	22.7.21	S.K.
DIAGRAM ENDED	23	JG
DRAFT FORWARDED		
RETD. TO RECORDS		
RETURNED FROM RECORDS		
CERTIFICATE ENCLOSED		
SUPT. OF ENDECS	29 JUL 1921	JG
DEP. REGISTRAR GENERAL		

3209 241

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

No Transfer can be registered until the fees are paid.
 If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional fee; but to have this done, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
 Tenants in common must receive separate Certificates, and will be required for each additional Certificate.
 The fees on transfer are 20s., and 20s. for every new Certificate, whether issued to a Transferee or required for the mortgage. By the Amendment Act of 1917, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer registered thereon, at a cost of 10s. only.
 The Transfer is complete from the moment it is recorded.
 Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

NOTE: ALL LANDS GRANTED FROM THE CROWN SINCE 1ST JANUARY, 1862, ARE, UNLESS OTHERWISE PROVIDED BY THAT ACT, UNDER THE PROVISIONS OF THE REAL PROPERTY ACT AND MUST BE DEALT WITH IN THE FORMS PRESCRIBED BY THAT ACT.



WINNER AR BLUESTT MEMORIAL AWARD 2018:
"Most progressive council in NSW"



18 September 2019

**Info Track
GPO BOX 4029
SYDNEY NSW 2001**

Dear Sir/ Madam

Following is your Planning Certificate as requested. Should you have any further queries please contact Council's City Strategic Planning Group on (02) 9725 0821.


PLANNING CERTIFICATE

(under section 10.7 of the Environmental Planning and Assessment Act 1979 as amended)

Applicant:	Info Track
Certificate No.:	53180/2019
Applicant's Reference:	20191874
Issue Date:	18 September 2019
Receipt No.:	4966216

PROPERTY ADDRESS:	2 Lismore Close BOSSLEY PARK
LEGAL DESCRIPTION:	Lot: 63 DP: 261969

for
Alan Young
CITY MANAGER
Fairfield City Council



Note: This is page 1 of 19. Should this Planning Certificate or any subsequent copy not contain this many pages, please confirm with Council prior to acting on the basis of information contained in this certificate.

**Information provided under
Section 10.7(2) of the Environmental Planning and Assessment Act 1979**

Notes:

- (1) The following prescribed matters may apply to the land to which this certificate relates.
 - (2) Where this certificate refers to a specific allotment (or allotments) within a strata plan, the certificate is issued for the whole of the land within the strata plan, not just the specific allotment(s) referred to, and any information contained in the certificate may relate to the whole, or any part, of the strata plan.
 - (3) The following information is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act 1979 as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation 2000 and is applicable as at the date of this certificate.
 - (4) Information provided in this certificate should be interpreted in conjunction with the relevant plans, policies and documents held at Council. In order to obtain copies of these documents you may purchase them by either contacting Council's City Development Group on (02) 9725 0821 or attending Council's Administration Centre at 86 Avoca Road, Wakeley.
-

1. Names of relevant planning instruments and DCPs

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

State Environmental Planning Policies (SEPP)

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

SEPP No. 33 - Hazardous and Offensive Development

SEPP (Major Development) 2005

SEPP No. 50 - Canal Estate Development

SEPP No. 55 - Remediation of Land

SEPP No. 64 - Advertising and Signage

SEPP No. 65 - Design Quality of Residential Flat Development

SEPP No. 19 - Bushland in Urban Areas

SEPP No. 21 - Caravan Parks

SEPP (Primary Production and Rural Development) 2019

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011

SEPP (Primary Production and Rural Development) 2019

**SEPP (Mining, Petroleum Production and Extractive Industries)
2007**

SEPP (Miscellaneous Consent Provisions) 2007

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (Vegetation in Non-Rural Areas) 2017

**SEPP (Educational Establishments and Child Care Facilities)
2017**

Regional Environmental Plans (Deemed SEPP)

**Sydney Regional Environmental Plan No. 9 - Extractive Industry
(No 2-1995)**

**The Greater Metropolitan Regional Environmental Plan No. 2 -
Georges River Catchment**

Local Environmental Plans (LEP)

**Fairfield Local Environmental Plan 2013
Published on NSW Legislation Website: 17/05/2013.
In Force from: 31/05/2013.
As Amended.**

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved)

Draft Amendment to Fairfield LEP 2013 - Cl.6.4 Flood Risk Management – proposes to remove references to residential accommodation, commercial premises, industries and include new reference to seniors housing.

There is no draft SEPP applying to this land.

There is no other draft LEP applying to this land.

- (3) The name of each development control plan that applies to the carrying out of development on the land.

The land is subject to adopted Development Control Plans. (See attached schedule).

- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2. Zoning and land use under relevant LEP

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

(a) WHAT IS THE IDENTITY OF THE ZONE?

Zone R2 Low Density Residential

(b) WHAT IS PERMITTED WITHOUT DEVELOPMENT CONSENT?

Environmental protection works; Home-based child care; Home occupations.

(c) WHAT IS PERMITTED ONLY WITH DEVELOPMENT CONSENT?

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Oyster aquaculture; Pond based aquaculture; Tank based aquaculture; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Hospitals; Hostels; Information and education facilities; Places of public worship; Public administration buildings; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing.

(d) WHAT IS PROHIBITED?

Any other development not specified in item b or c.

There is no other draft LEP applying to this land.

Additional uses that are permitted with development consent.

There are no additional uses permitted with consent.

- (e) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the minimum land dimensions so fixed.

No development standards that fix the minimum land dimensions for the erection of a dwelling house apply to this land. Controls in other policies and plans may apply.

- (f) Whether the land includes or comprises critical habitat.

No.

- (g) Whether the land is in a conservation area (however described).

No

- (h) Whether an item of environmental heritage (however described) is situated on the land.

No.

Attention is drawn however to Clause 5.10(5) of Fairfield Local Environmental Plan 2013:

"The consent authority may, before granting consent to any development:

(a) on land on which a heritage item is located, or

(b) on land that is within a heritage conservation area, or

(c) on land that is within the vicinity of land referred to in paragraph (a) or (b),

require a heritage management document to be prepared to assess the extent to which the carrying out of the proposed development would affect the heritage significance of the heritage item or heritage conservation area concerned."

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

Not applicable.

3. Complying development

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Housing Code:

Complying development under the Housing Code may be carried out on the land.

Low Rise Medium Density Housing Code

Complying development under the Low Rise Medium Density Housing Code may be carried out on the land.

Housing Alterations Code:

Complying development under the Housing Alterations Code may be carried out on the land.

Commercial and Industrial Alterations Code:

Complying development under the Commercial and Industrial Alterations Code may be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code:

No. The Commercial and Industrial (New Buildings and Additions) Code does not apply to the land.

Subdivision Code:

Complying development under the Subdivision Code may be carried out on the land.

Rural Housing Code:

No. The Rural Housing Code does not apply to this land.

General Development Code:

Complying development under the General Development Code may be carried out on the land.

Demolition Code:

Complying development under the Demolition Code may be carried out on the land.

Fire Safety Code:

Complying development under the Fire Safety Code may be carried out on the land.

Container Recycling Facilities Code:

No. The Container Recycling Facilities Code does not apply to the land.

- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

None Relevant.

- (3) If the 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 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.

Council does not have any relevant statement to make in relation to any further restrictions that may apply to complying development being carried out on the land. All information in relation to the extent that complying development can be carried out on the land is provided under Part 3(1) & (2) of this certificate.

Note: Clause 3 refers only to land based exclusions as listed in Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the SEPP (Exempt and Complying Development Codes) 2008. To be complying development, the development must be complying development that meets the standards and other requirements specified for that development as required by the SEPP. Please contact your accredited certifier or Council for further information.

4. Coastal Protection

Whether or not the land is affected by the operation of section 38 or 39 of the *Coastal Protection Act 1979*, but only to the extent that the council has been notified by the Department of Public Works.

No, this land is not affected.

4A Information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

No order under Part 4D of the *Coastal Protection Act 1979*, has been made.

- (2) In relation to a coastal council:
- (a) whether the council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

Council has not received any such notification.

(b) if works have been so placed—whether the 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.

In relation to a coastal council – whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 946B 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).

Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the *Local Government Act 1993*.

No annual charges under section 553B of the *Local Government Act 1993*, are applicable to the land.

5. Mine Subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.

No, this land is not affected.

6. Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under Division 2 or Part 3 of the *Roads Act 1993*, any environmental planning instrument, or any resolution of the council.

The land is not affected by any road widening proposal under Division 2 of Part 3 of the *Roads Act* or *Fairfield Local Environmental Plan 2013*.

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

Whether or not the land is affected by a policy:

(a) adopted by the Council, or

(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils or any other risk, other than flooding.

Council's policies on hazard risk restrictions are as follows:

(i) Landslip

The land is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council (for the express purpose of its adoption by that authority being referred to in Planning Certificates issued by Council) that restricts development on the land because of the likelihood of landslide risk or subsidence.

(ii) Bushfire

Council has been supplied by the NSW Rural Fire Service with a hazard map for the purposes of a bush fire risk management plan applying to land within the Fairfield local government area. Based on that map, it appears the land referred to in this certificate is not bush fire prone as defined in Part 4 of the Environmental Planning and Assessment Act 1979.

(iii) Tidal Inundation

The land is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council (for the express purpose of its adoption by that authority being referred to in Planning Certificates issued by Council) that restricts development on the land because of the likelihood of tidal inundation.

(iv) Subsidence

No, the land is not so affected

(v) Acid Sulfate Soils

The land is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council (for the express purpose of its adoption by that authority being referred to in Planning Certificates issued by Council) that restricts development on the land because of the likelihood of acid sulfate soils.

(vi) Any other risks

No, the land is not so affected

7A. Flood related development controls information

1. Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

This land is subject to the flood related development controls included in the Fairfield City-Wide Development Control Plan 2013 in relation to the above development types. These controls apply (either directly, or indirectly by reference in site-specific DCPs) to all land in the Fairfield Local Government Area.

Generally, development controls will apply to development if the land (or part of the land) is within the floodplain or is affected by overland flooding.

Based on the information currently available to Council, this land is not affected by mainstream flooding. However, this is subject to future flood studies and reviews.

Based on the information currently available to Council, this land is not affected by overland flooding. However, this is subject to future flood studies and reviews.

2. Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

This land is subject to the flood related development controls included in the Fairfield City-Wide Development Control Plan 2013 in relation to the above development types. These controls apply (either directly, or indirectly by reference in site-specific DCPs) to all land in the Fairfield Local Government Area.

Generally, development controls will apply to development if the land (or part of the land) is within the floodplain or is affected by overland flooding.

Based on the information currently available to Council, this land is not affected by mainstream flooding. However, this is subject to future flood studies and reviews.

Based on the information currently available to Council, this land is not affected by overland flooding. However, this is subject to future flood studies and reviews.

Note: The flood information is the current information to date. However, Council reviews flood studies on an on-going basis and new information may become available in future. Please contact Council's Catchment Planning Division on 9725 0222 for any updated information.

Note:

3. 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

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

The land is not reserved for acquisition under Fairfield Local Environmental Plan 2013.

9. Contributions plans

The name of each contributions plan applying to the land.

Fairfield City Council Indirect (Section 94A) Development Contributions Plan 2011 applies to all land within the City of Fairfield.

Fairfield City Council Direct (Section 94) Development Contributions Plan 2011 applies to this land.

9A. Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

Note: "Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*."

The land is not biodiversity certified land.

10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

Note: "Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*."

No such agreement applies to the land.

10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)

Not applicable.

11. Bush fire prone land

If any of the land is bush fire prone land (as defined in Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.

Council has been supplied by the NSW Rural Fire Service with a hazard map for the purposes of a bush fire risk management plan applying to land within the Fairfield local government area. Based on that map, it appears the land referred to in this certificate is not bush fire prone as defined in Part 4 of the Environmental Planning and Assessment Act 1979.

12. Property vegetation plans

If the land to which a property vegetation plan approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

No.

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

Whether an order has been made under the Trees (Disputes between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the Council has been notified of the order).

No

14. Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

No such direction applies to the land.

15. Site compatibility certificates and conditions for seniors housing

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies:

- (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware in respect of proposed development on the land and, if there is a certificate, the statement is to include:
- (i) the period for which the certificate is current, and
 - (ii) that a copy may be obtained from the head office of the Department of Planning and Environment, and

No such certificate applies to the land.

- (b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

No such terms apply to the land.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is valid, and
- (b) that a copy may be obtained from the head office of the Department.

No such certificate applies to the land.

17. Site compatibility certificates and conditions for affordable rental housing

(1) A statement to the whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is current, and
- (b) that a copy may be obtained from the head office of the Department of Planning and Environment.

No such certificate applies to the land.

(2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that has been imposed as a condition of consent to a development application in respect of the land.

No such terms apply to the land.

18. Paper subdivision Information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) The date of any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No such plan or order applies to the land

19. Site verification certificates

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- (a) the matter certified by the certificate, and
Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.
- (b) the date on which the certificate ceases to be current (if any), and
- (c) that a copy may be obtained from the head office of the Department of Planning and Environment.

No such certificate applies to the land

20. Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

Not Applicable.

21. Affected building notices and building product rectification orders

- (1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.
- (2) A statement of:
 - (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
 - (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

None Relevant

Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,
- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,
- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

Continuously updated information in relation to the above matters can also be found by searching the records of the Environmental Protection Authority (EPA) at the website of the EPA. The search page can be found at: <http://www.epa.nsw.gov.au/prclimapp/searchregister.aspx>.

The following information is available to Council but may not be current:

Council has adopted by resolution a policy (commencing 1 August 2000), on contaminated land which may restrict the development of land. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of Council's adopted policy and the application of provisions under the State Legislation is warranted.

The land is not within an investigation area or remediation site under Part 3 of the Contaminated Land Management Act 1997.

The land is not subject to an investigation order or a remediation order within the meaning of the Contaminated Land Management Act 1997.

The land is not subject to a voluntary investigation proposal (or voluntary remediation proposal) that is the subject of the Environment Protection Authority's agreement under Section 19 or 26 of the Contaminated Land Management Act 1997.

The land is not subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997.

Note 2: Any advice received by Council pursuant to section 26(2) of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009, is included below.

No such certificate applies to the land.

FAIRFIELD CITY COUNCIL DEVELOPMENT CONTROL PLANS – 21 March 2018

Fairfield City Wide DCP

Title	Adopted by Council*	Effective Date
Fairfield CityWide Development Control Plan 2013	13 November 2012	31 May 2013
<u>Amendment No.1</u> change maximum height permissible for detached secondary dwellings, clarify requirements and correct various anomalies, incorporate outdoor dining policy into a number of site specific DCPs (see table below)	11 February 2014	5 March 2014
<u>Amendment No.2</u> amend chapter 2 to reference Site Specific DCP – Wetherill Park Market Town	20 March 2013	7 March 2014
<u>Amendment No.3</u> introduce Chapter 4B - Secondary Dwellings In Rural Area - Horsley Park and Cecil Park	11 December 2013	14 March 2014
<u>Amendment No. 4</u> amends Chapter 9 Industrial Development Site Specific Controls for 449 Victoria Street and 96 Newton Road, Wetherill Park	24 September 2013	21 March 2014
<u>Amendment No.5</u> amends Chapters 2 and 10 and Appendix B to ensure provisions within the DCP are in line with the SEPP (Exempt and Complying Development Codes) 2008.	13 May 2014	28 May 2014
<u>Amendment No. 5A</u> amends Chapter 6A – Multi Dwelling Housing – Town house and Villas: Site Specific DCP – 46 & 50 Cobbett Street, Wetherill Park.	12 March 2013	22 August 2014
<u>Amendment No. 6</u> including increase to building heights for detached granny flats, removal of reference to minimum lot sizes for R1 zoned lands, inclusion of new controls and provisions relating to neighbourhood shops and pad mounted sub stations, clarify requirements and correct a number of anomalies associated with secondary dwellings, dual occupancy, narrow lots and residential flat buildings and other minor inconsequential amendments.	12 August 2014	3 September 2014
<u>Amendment No. 6A</u> amends Chapter 14 Subdivision – Applying to land located on 630 Elizabeth Drive and 9-10 Schubert Place, Bonnyrigg Heights to facilitate a future road link between Stivela Place and Schubert Place.	12 August 2014	3 September 2014
<u>Amendment No.7</u> proposed amendments include – Additional Controls for Child Care Centres, Boarding Houses and Granny Flats; Revised Heritage Chapter; New provisions relating to CCTV for specific land uses, and; Acoustic measures for development in the Rural Area.	25 November 2014	3 December 2014
<u>Amendment No. 7A</u> amends Chapter 10 Miscellaneous Development - applying to land located on 1 Bartley Street, Cabramatta to facilitate the development of a hotel or motel accommodation at the Cabravale Diggers site.	26 August 2014	16 January 2015
<u>Amendment 8</u> amends Chapter 9 – Industrial Development. This amendment includes provisions for industrial/employment development proposals in close proximity to residential land. The amended controls cover the following issues: General Design Requirements (including setback considerations, driveways, loading and storage areas, etc); Bulk and scale; Vehicular and Pedestrian Access Privacy; Light Spill; Noise and Vibration; and Landscaping.	10 March 2015	1 April 2015
<u>Amendment 9</u> includes new provisions relating to various forms of residential development including: Building Appearance, Landscaping, Private Open space, Minimum Lot Width, Car Parking Rates and Notification of S82A Applications.	12 May 2015	27 May 2015
<u>Amendment 10</u> including amendments to: <ul style="list-style-type: none"> • the Intent of the Development Control Plan and Development Application process – the DA Guide • provisions for rural zone development • residential flat building setbacks • heritage advice • road classifications 	14 July 2015	5 August 2015
<u>Amendment No.11</u> includes site specific development controls (private open space, car parking and dwelling density) for 46-50 Cobbett Street, Wetherill Park included in Chapter 6A Multi Dwelling Housing – Townhouses and Villas.	1 December 2015	16 December 2015

Title	Adopted by Council*	Effective Date
Amendment No. 12 addresses anomalies in the DCP including but not limited to providing clarity on minimum room sizes, updated acoustic proofing measures for new dwellings in rural areas, car parking rates for disabled parking, and provisions for site servicing and loading requirements in neighbourhood shops in residential zones.	10 May 2016	25 May 2016
Amendment No. 13 Clarification to requirements for acoustic measures for development in the rural areas, location of alfresco areas for secondary dwellings, car parking rates for restaurants & amendments to ensure controls for residential flat buildings are consistent with the State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development & associated Apartment Design Guide.	14 March 2017	5 April 2017
Amendment No. 14 Site specific provisions for 620 Elizabeth Drive, Bonnyrigg Heights.	27 June 2017	15 Sept 2017
Amendment No. 15 Amendment to Appendix G, and addition of Appendix H to introduce Aboriginal Heritage Management controls for development across Fairfield City	12 September 2017	28 February 2018
Amendment No. 16 Amendments provide clarity relating to alfresco areas and carports provisions for secondary dwellings, lot width provisions for dual occupancy and multi dwelling housing on cul-de-sac heads, setbacks for residential flat buildings on corner sites, removal of Chapter 8B Neighbourhood and Local Centres – Mixed Use (Up to 2 storeys) to ensure consistency with the Apartment Design Guide, inclusion of accessibility requirements, inclusion of Council's Stormwater Management Policy, and guidelines for acknowledging petitions.	27 February 2018	21 March 2018
Amendment No. 17 Amendment to Chapter 11 – Flood Risk Management to ensure consistency with proposed amendments to Clause 6.4 – Floodplain Risk Management of the Fairfield Local Environmental Plan 2013. A new category of "very low flood risk" has also been introduced.	21 November 2017	
Amendment No. 18 Amendment to Chapter 10.11 to revise existing site specific DCP in relation to the Cabravale Diggers Club site at 1 Bartley Street, Canley Vale	14 November 2017	28 February 2018
Amendment No. 19 Amendment to introduce site specific development controls for 17-23 Longfield Street, Cabramatta.	21.02.2018 to 23.03.2018	28.02.2019
Amendment No. 20 Amendment No. 20 provides clarity on controls and guidelines within the following chapters: <ul style="list-style-type: none"> • Chapter 3 – Environmental Management and Constraints; • Chapter 4A – Development in the Rural Zones; • Chapter 5A – Dwelling Houses; • Chapter 5B – Secondary Dwellings; • Chapter 6A – Multi Dwelling Housing; • Chapter 6B – Dual Occupancy; • Chapter 9 – Industrial Development; and • Chapter 14 – Subdivision 	05.12.2018 to 07.01.2019	13 March 2019

Place Based and Site Specific DCPs

Title	Adopted by Council*	Effective Date
Bonnyrigg Town Centre DCP.28(2010) - Amendment No.1 (Awning controls and amendment to area subject to Bonnyrigg Town centre DCP – 3.11.2010) - Amendment No.2 (Outdoor Dining Controls –5.3.2014) Note – to be repealed upon Gazettal of LEP 2013 – Amendment No. 31		28 May 2004
Bonnyrigg Town Centre DCP 2018 The DCP will replace the Bonnyrigg Town Centre DCP No.28 (2010)	6 August 2019	To be Determined - Upon Gazettal of Fairfield LEP 2013 – Amendment No. 31
Cabramatta Town Centre DCP (5/2000) - Amendment No.1 (Outdoor Dining Controls –5.3.2014) - Amendment No. 2 (New clause regarding Model Submission – 3.09.2014) - Amendment No. 3 (Amended clauses and map regarding Precinct 2- Dutton Lane Car Park)	11 October 2018	10 March 2017
Fairfield City Centre DCP 2013 - Amendment No.1 (Outdoor Dining Controls – 5.3. 2014) - Amendment No. 2 (Remove reference to Public Art Guide and update signage controls reference – 3.09.2014) - Amendment No. 3 (removes reference to the Fairfield Art Strategy as Council	10 May 2016	25 May 2016

Title	Adopted by Council*	Effective Date
has not formally adopted a Public Art Strategy)		
Canley Corridor DCP No.37 (2013) (Canley Vale and Canley Heights town centres) - <u>Amendment No.1:</u> (Development Controls for Adams Reserve 12.9.2006) - <u>Amendment No.2:</u> (Development Controls for 45-47 Peel St, Canley Heights 9.4.2008) - <u>Amendment No.3:</u> (Awnings controls 3.11.2010) - <u>Amendment No.4:</u> (Development Controls for 190 Canley Vale Rd, Canley Heights 19.4.2011) - <u>Amendment No.5:</u> (References to Fairfield LEP 2013 31.5.2013) - <u>Amendment No.6:</u> (Outdoor Dining Controls –5.3.2014) - <u>Amendment No.7</u> (Remove reference to Public Art Guide – 3.09.2014) - <u>Amendment No.8</u> (Include 46 Derby Street, Canley Heights into Town Centre Catchment – 01.07.2015) - <u>Amendment No.9</u> (removes reference to the Fairfield Art Strategy as Council has not formally adopted a Public Art Strategy)	10 May 2016	25 May 2016
Fairfield Heights Local Centre DCP 2013	13 November 2012	31 May 2013
Prairiewood Town Centre – Southern Precinct DCP 2013	13 November 2012	31 May 2013
Site Specific DCP – Wetherill Park Market Town	20 March 2013	7 March 2014

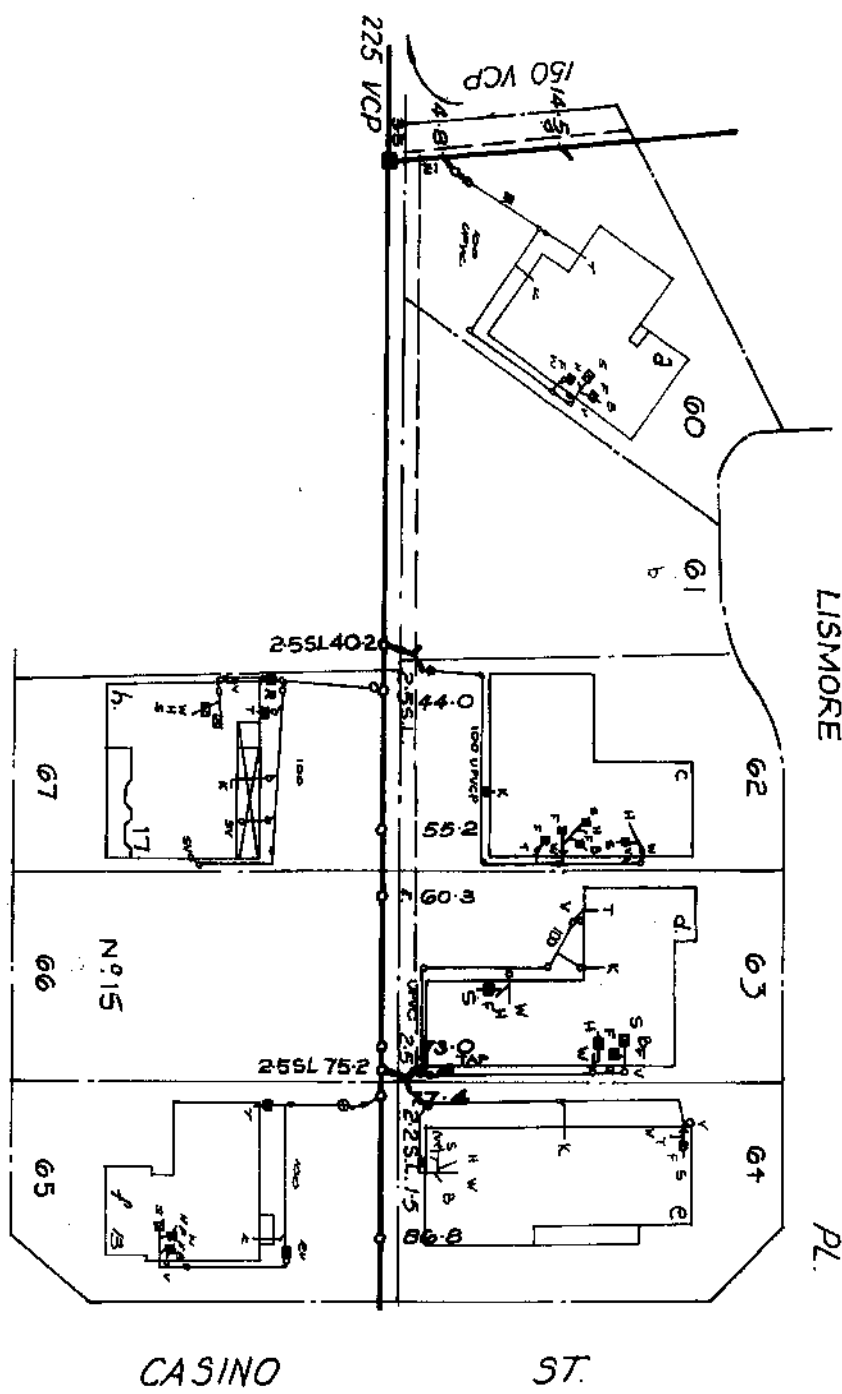
Master Plans

Title	Adopted by Council*	Effective Date
Prairiewood Masterplan (December 2005)	13 November 2012	31 May 2013
Fairfield Town Centre Masterplans – The Crescent and Barbara Street Precincts (May 2007)		May 2007

Structure Plans

Title	Adopted by Council*	Effective Date
Villawood Town Centre		February 2008

* Note: Some "In Force" Development Control Plans may be under review, check with Council for date of last amendment.



Connection Dates: a: 22/1/82 b: 1/1/82 c: 23/8/82 d: 29/4/86 e: 10/10/89 f: 21/1/82 g: 1/1/82 h: 26/5/82 i: 1/1/82 j: 1/1/82 k: 1/1/82 l: 1/1/82 m: 1/1/82 n: 1/1/82 o: 1/1/82 p: 1/1/82 q: 1/1/82

Copy of Diagram No. 767416

M.W.S. & D.B.
SEWERAGE SERVICE DIAGRAM
 CITY OF FAIRFIELD

SUBURB OF Bossley Park

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

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer.

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 8, Clause 5). The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 38 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only.

SYMBOLS AND ABBREVIATIONS

■	Manhole	OWS	Waste Stack
□	Chim. Chamber	IP	Induct Pipe
○	L.H. Lamphole	M/F	Misc Flap
⊗	Boundary Trap	T	Tuba
⊙	Inspection Shaft	K	Kitchen Sink
●	Pit	W	Water Closet
⊠	Graze Interceptor	B	Bath Waste
⊡	Gully	H	Handbasin
⊞	P Trap	S	Shower
⊟	Reflux Valve	Jn.	Junction
○	Cleaning Eye	DW.	Dishwasher
○	Vent Vertical Pipe	F	Floor Waste
○	Vent Pipe	M	Washing Machine
○	Soil Vent Pipe	BS	Bar Sink

Supervised by _____

Inspector _____

Field Diagram Examined by _____

Chief Inspector _____

Date of Issue _____

Tracing Checked by _____

Supervised by _____

Inspector _____

Outfall _____

Inspector _____

Drainer _____

U/s _____

Plumber _____

U/s _____

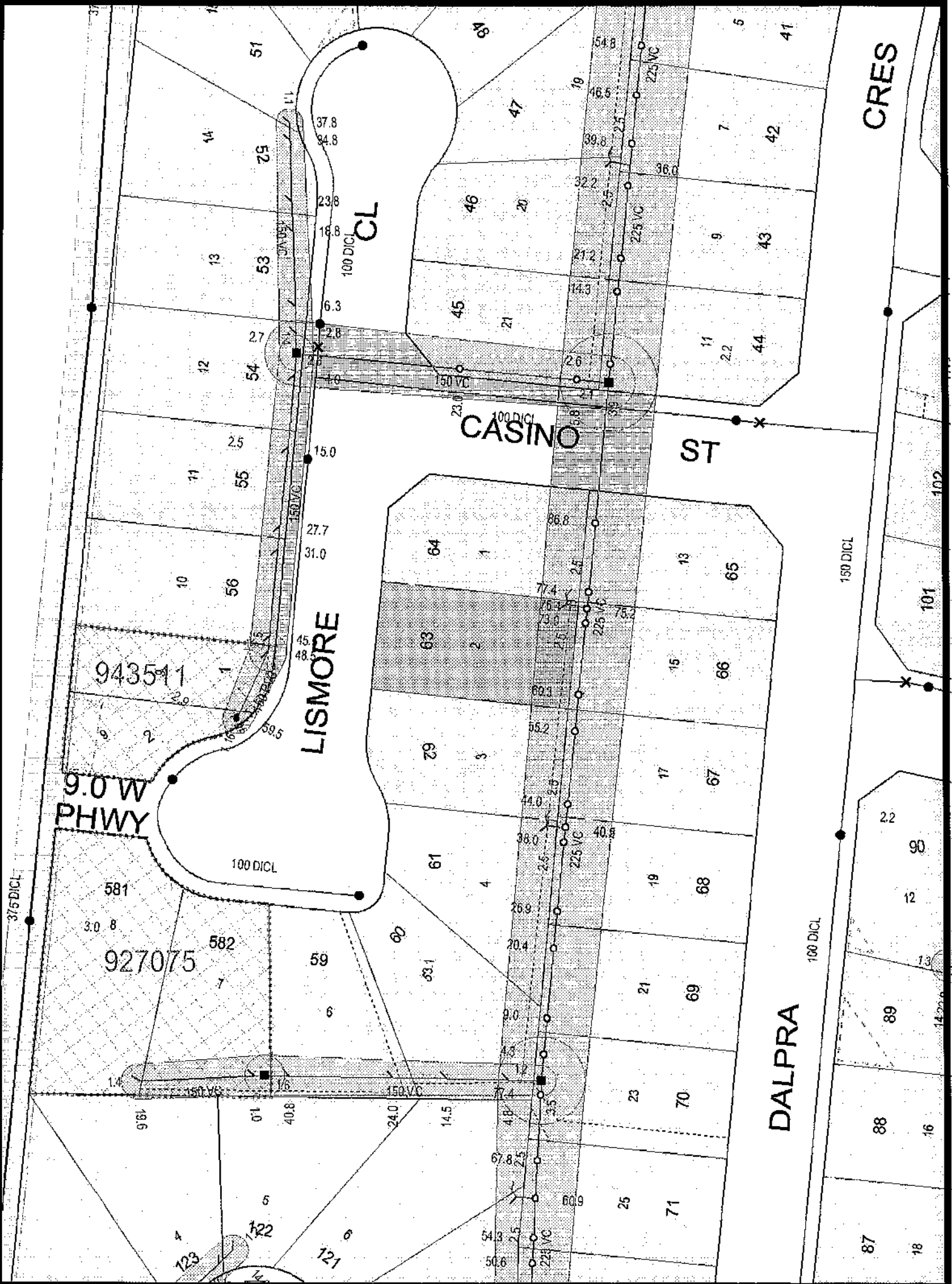
Gaz. on _____

Boundary Trap h/w/s not required

Sheet No. 15379

Copy of Diagram No. _____

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.



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 herein are approximately only.



NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	f0b48d80
Property Address:	2 LISMORE CLOSE BOSSLEY PARK
Date of Registration:	26 October 2013
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	In ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance



NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D - Swimming Pools Act 1992

Pool No:	f0b48d80
Property Address:	2 LISMORE CLOSE BOSSLEY PARK
Expiry Date:	28 September 2022
Issuing Authority:	Amanda Croft - Accredited Certifier - bpb2776

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**