

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		Phone: Fax: Email:
co-agent		
vendor		
vendor's solicitor		Phone: Fax: Email: Ref:
date for completion		
land (address, plan details and title reference)		
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

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

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify: _____

GST AMOUNT (optional) The price includes GST of: \$

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>	<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

ChoicesVendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 4): _____**Manual transaction** (clause 30)☐ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☐ NO ☐ yes**GST:** Taxable supply☐ NO ☐ yes in full☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make a **GSTRW payment**
(GST residential withholding payment)☐ NO☐ yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**: \$**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

<p>General</p> <p><input type="checkbox"/> 1 property certificate for the land</p> <p><input type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document to be lodged with a relevant plan</p> <p><input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 59 other document relevant to off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 60</p>
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HOLDER OF STRATA OR COMMUNITY SCHEME 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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

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

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

Cooling off period (purchaser's rights)

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

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

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

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

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

1.1 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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<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>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;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<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 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>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>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>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> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 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.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 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;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 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 *serving* 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 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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 s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 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 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 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.
- 30.8 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.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

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33 PRESENT CONDITION

- 33.1 Without excluding, modifying or restricting the Purchaser's rights under section 52A(2)(b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2017, the Purchaser acknowledges it purchases the Property:
- a) in its present condition and state of repair;
 - b) subject to all defects latent and patent;
 - c) subject to any infestations and dilapidation;
 - d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; subject to any non-compliance, that is disclosed in this Contract, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
- 33.2 Prior to settlement, the Vendor is not obliged to:
- a) clean or tidy the Property, including lawns and garden maintenance;
 - b) remove any rubbish, debris or other items from the Property;
 - c) carry out any repairs or works on the Property or to any of the inclusions.
- 33.3 The Purchaser agrees not to seek to terminate, rescind or make any objection, requisition, claim for compensation or delay completion for any reason arising out of any of the matters covered by this Clause 33.

34 SERVICES

The Purchaser takes title to the Property subject to the existing water, sewerage, drainage, gas, electricity and telephone installations, lines, posts, services and connections, if any, servicing the Property or any other property.

35 REAL ESTATE AGENT

The Purchaser warrants to the Vendor that it has not been introduced to the property through or by any agent other than the estate agent referred to on the front page of this contract (if any). The Purchaser indemnifies the Vendor against any claim for commission, charges, costs or expenses in relation to the sale of the property caused by a breach of this warranty. The Vendor's rights under this clause continue after completion.

36 DELAY INTEREST

- 36.1 If completion does not occur on or before the date for completion, the Purchaser must pay to the Vendor on completion interest calculated daily and compounded on the last day of each calendar month at the rate of 12% per annum on the balance of the purchase price payable under this contract in respect of the period commencing on the day following the date for completion and ending on completion. This clause does not apply in respect of any period during which completion has been delayed solely due to the fault of the Vendor.
- 36.2 The Purchaser may not require the Vendor to complete this Contract unless interest payable under this Contract is paid to the Vendor on completion. It is an essential term of this Contract that the interest due is paid on completion. Interest payable pursuant to this condition is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete on or before the date for completion.

37 WHOLE AGREEMENT

In entering into this Contract, the Purchaser does not rely upon any warranty, representation or statement (whether oral or written) made or published by the Vendor or by any person on behalf of the Vendor or otherwise except such as are expressly made in this Contract.

38 GST

Despite any other provision of this Contract, in the event that this transaction is assessed to be a taxable supply then the Purchaser must pay to the Vendor *within* seven (7) days of written request by the Vendor an amount calculated by multiplying the price by the *GST rate*. This clause and clause 13 shall not merge on completion.

39 NOTICE TO COMPLETE

39.1 If a party is entitled to serve a notice to complete, then the party may at any time serve a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice). The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.

39.2 The party serving a notice to complete reserves the right to withdraw the notice and issue further notices to complete.

39.3 Where the Vendor issues a notice to complete in accordance with this clause, the parties agree that the Purchaser shall make an adjustment on completion in favour of the Vendor for the sum of \$550 being for their legal fees of issuing the notice to complete. It is an essential term of this Contract that the legal fees for the issue of a notice to complete are paid on completion. The parties agree that this is a genuine pre estimate of the cost to the Vendor of issuing a notice to complete.

40 CAPACITY

40.1 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* (except in the case of a Vendor comprising a joint tenancy, then any one of them) prior to completion:

- (a) 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 an individual becomes bankrupt, or being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first *party* will be in default under this Contract.

40.2 The Purchaser promises that the Purchaser has the legal capacity to enter into this Contract.

41 FOREIGN PURCHASER

The Purchaser warrants that the Purchaser is not a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act 1975*, or that the Purchaser is a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act 1975* and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the Purchaser.

42 CLAIM FOR COMPENSATION

Notwithstanding the provision of clause 7 of the printed conditions of this Contract, any claim for compensation made by the Purchaser shall be deemed to be an objection of *requisition* for

the purposes of Clause 8 of the conditions of this Contract.

43 SMOKE ALARMS

The Purchaser cannot make a claim or *requisition* or *rescind* or *terminate* should the Vendor not have complied with the provisions of the regulations under the *Environmental Planning and Assessment Act 1979* relating to the installation of smoke alarms in the *property*.

44 PAYMENT OF THE DEPOSIT BY INSTALMENTS

44.1 If the Vendor agrees to accept payment by instalments of the 10% deposit included on the front page of this Contract (the Deposit), the Purchaser must pay the Deposit in the following instalments:

- (a) as to 5% of the Deposit payable on or before the date of this Contract; and
- (b) as to the remaining 5% of the Deposit on the earlier of termination (for any reason, except in the case of the Vendor's default or Vendor's breach under the Contract); or the due date for Completion included on the front page of this Contract.

45 RELEASE OF DEPOSIT

45.1 The Purchaser hereby unconditionally and irrevocably authorises the deposit to be released to the Vendor for the Vendor, or its nominated entity or person, to use all or part of the deposit:

- (a) as a deposit on a purchase by the Vendor of real property; and/or
- (b) as duty on the Contract for the sale of land for that real property; and/or
- (c) to use as funds for completion of a purchase by the Vendor of real property.

45.2 This clause constitutes the Purchasers consent and authority for the the Deposit holder to release all or part of the deposit to the Vendor for those purposes outlined in clause 45.1 and no further authorisation from the Purchaser, the Purchaser's solicitor or otherwise, is required; and

45.3 This is an essential condition of this Contract.

46 AMENDMENTS TO STANDARD FORM OF CONTRACT

46.1 *Inconsistency*

Where there are any inconsistencies between the printed clauses and these additional clauses, the terms of these Additional Clauses shall apply.

46.2 The following printed clauses are amended as follows:

clause 5.2: delete.

clause 7: add the words 'which must be served no later than 4 hours prior to the scheduled settlement time,' after the word 'claimed,' in the second line

clause 7.1.1: replace '5%' with '1%';

clause 7.2.4: delete the words 'and the costs of the Purchaser';

clause 8.1.1: delete the words 'on reasonable grounds';

clause 11: delete.

clause 12: insert the following at the end of the clause:

'In this clause certificate does not include a building information certificate or building certificate under any legislation. The Purchaser must not apply for a building information

certificate or building certificate under any legislation without the prior written consent of the Vendor.;

clause 14.4: replace the words 'not adjust surcharge land tax (as defined in the *Land Tax Act 1956*) but must adjust any other' with the word 'adjust';

clause 14.4.2: replace the clause with:

'by adjusting the amount of land tax determined by applying the average rate of land tax including, if applicable, surcharge land tax (as defined in the *Land Tax Act 1956*) payable by the Vendor or any predecessor in title for the year to the taxable value of the property';

clause 14.8: delete the clause;

clause 16: insert the following additional clause:

'16.3A Where the *property* includes personal property subject to a security interest:

- (i) in this clause personal property, secured party and security interest have the same meanings as in the *Personal Property Securities Act 2009 (Cth)* (PPS Act);
- (ii) to pass legal title free of that interest, it is sufficient for the Vendor to provide on completion a release in the standard form of the secured party or in the form published by the Australian Bankers Association; and
- (iii) no release is required where the personal property has a market value of not more than \$5,000 (or such greater amount prescribed under regulations to the *PPS Act*), and it is to be used for personal, domestic or household purposes (except if it is described by a serial number in the *Personal Property Securities Register*).

clause 16.6: replace '1 business day' with '7 business days';

clause 19: add the following as clause 19.3:

'Despite clause 19.2.3, the Purchaser's only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2022 (NSW)* is the remedy prescribed by that regulation;

clause 23.5.1: insert the words 'which includes levies for special expenses payable by instalments where the adjustment period is the period of the instalments' to the end of the clause;

clause 23.6: replace the clause with:

'If a contribution is not a regular periodic contribution and is not disclosed in this Contract then the Vendor is liable for the levy or part of the levy that is payable prior to the Contract date and otherwise it is payable by the Purchaser';

clause 23.9.3: delete the words 'or before completion';

clause 23.9.4: delete the words 'or before completion';

clause 23.14: delete the first sentence of the clause.

47 AMENDMENTS TO CONTRACT

47.1 Both parties give authority to their legal representatives noted on the front page of this Contract to make changes to this Contract on their behalf.

47.2 Both parties agree all changes made have been discussed and clarified either in writing or verbally by their legal representatives and agreed to by each party.

47.3 Any authorised changes to this Contract will not render this Contract invalid.

48 ELECTRONIC SIGNING

48.1 *Electronic execution and consents under Electronic Transactions Act 2000 (NSW)*

Each party consents to this Contract being signed by any other party in accordance with an electronic communication method that is approved by the Vendor.

Clause 50 does not apply if this Contract is exchanged in customary paper form.

48.2 *Dispensing with counterparts*

- (a) The parties to this Contract agree that, despite any custom, practice or code otherwise followed in respect of contracts for the sale of land, this Contract:
- (b) is made on its execution by all parties to it;
- (c) need not be executed and exchanged in counterparts; and
- (d) constitutes an original document in an electronic format.

48.3 *Signing pages and consents under Electronic Transactions Act 2000*

Each party consents to this Contract being signed by each other party in accordance with an electronic communication method that is approved by the Vendor.

48.4 *Purchaser has viewed and confirmed Contract terms before signing*

The Purchaser acknowledges that, before signing this Contract: it reviewed, understood and confirmed the Contract terms and has had the opportunity to obtain independent legal advice.

49 **SERVICE OF NOTICES**

49.1 A document will be deemed served by email in accordance with clauses 1.1 and 20.6.5 of the Contract and section 170 of the *Conveyancing Act 1919* (NSW), only where it is emailed to the email address property@lawteam.com.au and a delivery receipt is issued by the receiving domain host (subject to any additional compliance required by any other terms of the Contract).

49.2 This clause 49 is an essential term.

50 **SWIMMING POOL**

50.1 The vendor does not warrant that the Swimming Pool on the property complies with the requirements imposed by the *Swimming Pools Act 1992* and the regulations prescribed under that Act. The Purchasers shall not make any claim, requisition, rescind or terminate this Contract in relation to the swimming pool.

50.2 The parties agree that if a Work Order is received the vendor shall not be required to take any action prior to completion to comply with the requirements of the Act, even if Council issues a Notice or has issued a Notice requiring compliance with the Act or work to be done. The Purchasers agree that after completion, the Purchaser will comply with the requirements of the Act and regulations

51 **SURVEY REPORT**

This clause shall apply in the event the Schedule of Documents indicates a copy of a survey report including accompanying plan has been prepared for the property (*Survey Report*). The vendor does not warrant the currency, accuracy or completeness of the Survey Report. The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in this regard in respect of anything disclosed in the Survey Report. The vendor is not required to hand over on completion the original Survey Report if it is not in the possession of the vendor.

52 GUARANTEE

- 52.1 This clause applies if the Purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this Contract.
- 52.2 The word Guarantor means each director of the Purchaser as at the date of this Contract.
- 52.3 If each director of the Purchaser has not signed this Contract as a Guarantor, the Vendor may terminate this Contract by serving a notice, but only within 14 days after the Contract date.
- 52.4 In consideration of the Vendor entering into this Contract at the Guarantor's request, the Guarantor guarantees to the Vendor payment of all money payable by the Purchaser under this Contract; and the performance of all of the Purchaser's other obligations under this Contract.
- 52.5 The Guarantor indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of its obligations under this Contract and must pay on demand any money due to the Vendor under this indemnity.
- 52.6 The Guarantor is jointly and separately liable with the Purchaser to the Vendor for the performance by the Purchaser of its obligations under this Contract and any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the Vendor.
- 52.7 The Guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this clause.
- 52.8 If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
- 52.9 The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- (a) the granting of any time, waiver, covenant not to sue or other indulgence;
 - (b) the release or discharge of any person;
 - (c) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;
 - (d) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Vendor by this Contract, a statute, a Court or otherwise;
 - (e) payment to the Vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (f) the winding up of the Purchaser.
- 52.10 The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.
- 52.11 This clause binds the Guarantor and the executors, administrators and assigns of the Guarantor.
- 52.12 This clause operates as a deed between the Vendor and the Guarantor.

EXECUTED AS A DEED: Signed, sealed and delivered by the person named below and witnessed:		
Full Name	Capacity	Signature
Purchaser / Guarantor Name/s:	Purchaser/ Guarantor	
Witness Name:	Witness	



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/1132038

SEARCH DATE	TIME	EDITION NO	DATE
20/6/2025	12:05 PM	7	2/9/2018

LAND

LOT 1 IN DEPOSITED PLAN 1132038
AT WEST HOXTON
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1132038

FIRST SCHEDULE

REGINALD DE LEON
MELODY DE LEON

AS JOINT TENANTS

(T AM521271)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 F809240 COVENANT
- 3 DP1005786 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1005786 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1038025 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 6 DP1038025 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 7 DP1132038 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN S. 88B INSTRUMENT
- 8 AM521272 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

kdavenport

PRINTED ON 20/6/2025

FIRST-STYLE HOMES, LLC ACN 08777379
Signs this document pursuant to
Sec 107 of the Corporations Act 2001

[Signature]
Domenic Tamburri
Sole Director/Secretary

SIGNED for and on behalf of ST. GEORGE BANK LIMITED
By Sarah Croston and Michele Kervelle
Its duly constituted Attorneys WHO HEREBY DECLARE that at
the time of execution by them of this document they have no
notice of the revocation of the Power of Attorney Registered
No. 125 Book No. 4182 under the authority of
which they have just executed the within document.

Witness:
Dana Toscano
Lending Support Officer
Lana Toscano

Crown Lands Office Approval

PLAN APPROVED _____
Land District _____
Paper No. _____
Field Book _____ pages _____

Subdivision Certificate

I certify that the provisions of A1094 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed _____

Subdivision

* Initial / Subdivision or new road _____ set out herein

J.R. Conway

* Authorised Person / General Manager / Executive Officer _____

Consent Authority: _____

Date of Endorsement: _____

Assessment Fee No.: _____

File No.: 1029/05 46

Note: _____

When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.

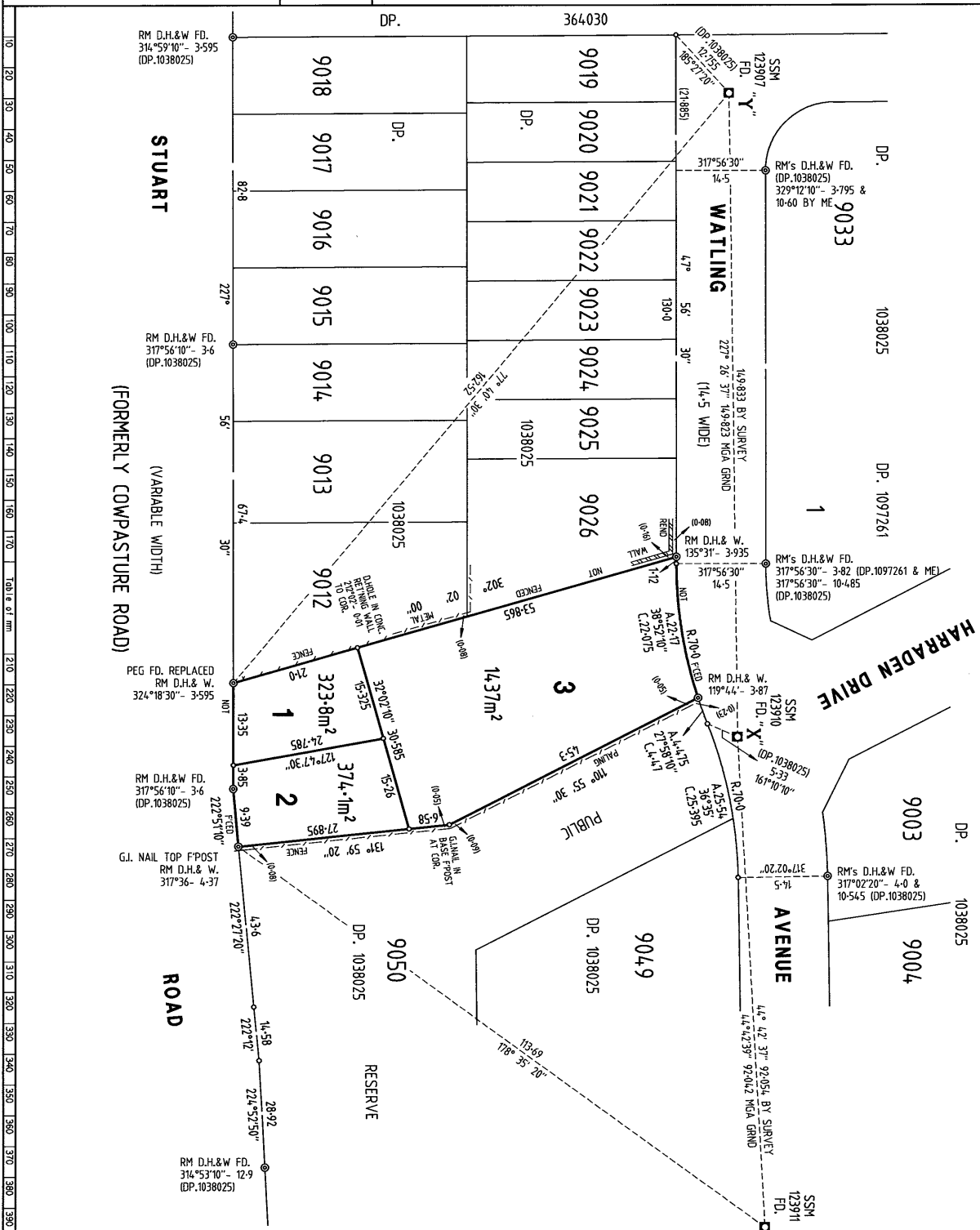
*Delete whichever is inappropriate.

Margaret City Council
2-10-2008

SURVEYING REGULATION 2001 CLAUSE 32 (2)							
MARK	MGA		CO-ORDINATES		ZONE	CLASS	ORDER
	EASTINGS	NORTHINGS					
SSM 123907	299 744.300	6 241 833.374	56	C		3	
SSM 123910	299 854.671	6 241 934.710	56	C		3	
SSM 123911	299 919.431	6 242 000.127	56	C		3	

SOURCE: MGA CO-ORDINATES ADOPTED FROM DEPARTMENT OF LAND AND PROPERTY INFORMATION ON AUGUST 03, 2005

COMBINED SCALE FACTOR OF 1+000085



Registered: 10-11-2008

C.A: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U8237-14

Last Plan: DP.1038025

PLAN OF SUBDIVISION OF
LOT 9048 DP.1038025

LGA	LIVERPOOL
Locality:	WEST HOXTON
Parish:	CABRAMATTA
County:	CUMBERLAND

This is Sheet 1 of my plan in _____ sheet
(Delete if inapplicable)

of P.O. BOX 3070 LIVERPOOL, WESTFIELD, 2170
a surveyor registered under the Surveying Act, 2002, hereby
certify that the survey represented in this plan is accurate, has
been made in accordance with the Surveying Regulation 2001
and was completed on 07/08/2006

Plans used in preparation of survey/compilation.
DP.1038025, DP.1097261

PARA. 609 USE ONLY for statements of intention to dedicate public roads or to create public reserves, technology reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1979, IT IS INTENDED TO CREATE :-

- 1) RESTRICTION ON THE USE OF LAND.
- 2) RESTRICTION ON THE USE OF LAND.
- 3) POSITIVE COVENANT.

SURVEYOR'S REFERENCE 20756/CHECKLIST

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

[illegible]

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



DP1132038 B

(Sheet 1 of 3 sheets)

Subdivision of Lot 9048 DP 1038025
Covered by Council Clerk's Certificate
No. **46** of **2-10-2008**

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

Firststyle Homes Pty Limited
ACN 078 171 172
Suite 6
138 Elizabeth Drive
LIVERPOOL NSW 2170

PART 1

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Restriction on the Use of Land	Each Lot	Liverpool City Council
2	Restriction on the Use of Land	3	Liverpool City Council
3	Positive Covenant	3	Liverpool City Council

PART 2

Terms of Restriction on the Use of Land firstly referred to in the abovementioned plan

No dwelling shall be erected or permitted to remain on any lot burdened on the plan unless it is sited and constructed in accordance with approved plans and Notice of Determination (development consent) issued by Liverpool City Council for Development Application No. 1029/05. Any dwelling on any lot burdened shall be deemed to comply with this Covenant if in respect of such dwelling the Liverpool City Council has issued a certificate under S.172 of the Local Government Act, 1993.

Terms of Restriction on the Use of Land secondly referred to in the abovementioned plan:

The Proprietor of the burdened lot shall not:

- (a) Erect, construct or place any building or other structure.
- (b) Make alterations to the ground surface levels, grates, pits, kerbs, tanks, gutters or any other structure associated with the on-site stormwater detention system.

Within the land so burdened without the prior written consent of LIVERPOOL CITY COUNCIL.

D.T

(Sheet 2 of 3 sheets)

DP1132038

Subdivision of Lot 9048 DP 1038025
Covered by Council Clerk's Certificate
No. **46** of **2-10-2008**

RT 2 (Continued)

Terms of Positive Covenant thirdly referred to in the abovementioned plan.

1. The Registered Proprietor will:
 - (a) Permit stormwater to be temporarily detained by the system.
 - (b) Keep the system clean and free from silt, rubbish and debris.
 - (c) Maintain and repair the system so that it functions in a safe and efficient manner.
 - (d) Replace, repair, alter and renew the whole or part of the system within the time and in the manner specified in a written notice issued by Council.
 - (e) Carry out the matters referred to in paragraphs (b), (c) and (d) at the registered proprietor's expense.
 - (f) Not to make any alterations to the system or elements thereof without prior consent in writing of the Council.
 - (g) Permit the Council or its authorized agents from time to time upon giving reasonable notice (but any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause.
 - (h) Comply with the terms of any written notice by the Council in respect to the requirements of this clause within the time stated in the notice.
2. In the event of the Registered Proprietor failing to comply with the terms of any written notice served in respect of the matters in Clause 1 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe efficient operations of the system and recover from the Registered Proprietor the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this Clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

NAME OF AUTHORITY empowered to release, vary or modify the Restriction firstly and secondly referred to and the Positive Covenant thirdly referred to in the abovementioned plan:

THE COUNCIL OF THE CITY OF LIVERPOOL. The cost and expense of any such release, variation or modification shall be borne by the persons or corporation requesting the same in all respects.

D.T

(Sheet 3 of 3 sheets)

PLAN

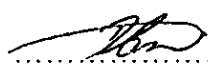
Subdivision of Lot 9048 DP 1038025
Covered by Council Clerk's Certificate
No. 46 of 2-10-2008

DP1132038



PART 2 (Continued)

THE COMMON SEAL of FIRSTYLE HOMES
PTY LIMITED ACN ~~078 171 212~~ was hereunto
affixed by Resolution of the Directors in the
presence of:

DT
*087 773 779

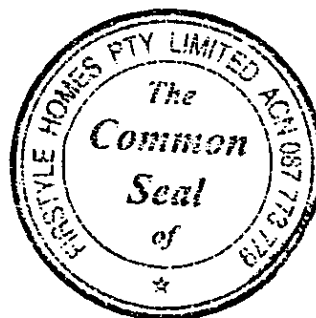

Sole Director / SECRETARY
DOMENIC TAMBURRI


.....
Secretary

SIGNED for and on behalf of ST. GEORGE BANK LIMITED
By Sarah Croxson AND Michele Kerwick
its duly constituted Attorneys WHO HEREBY DECLARE that at
the time of execution by them of this document they have no
notice of the revocation of the Power of Attorney Registered
No. 125 Book No. 4182 under the authority of
which they have just executed the within document.
 

Witness: Dana Toscano
Lending Support Officer





Approved by the COUNCIL OF THE CITY OF LIVERPOOL 

REGISTERED



10-11-2008

SIGNATURES AND SEALS ONLY.
SIGNED BY ME **DOMINIC J. SIDOTTI**
AS DELEGATE OF LANDOWN AND I HEREBY
CERTIFY THAT I HAVE NO NOTICE OF THE
REVOCACTION OF SUCH DELEGATION.

[Signature]

WITNESSED BY:

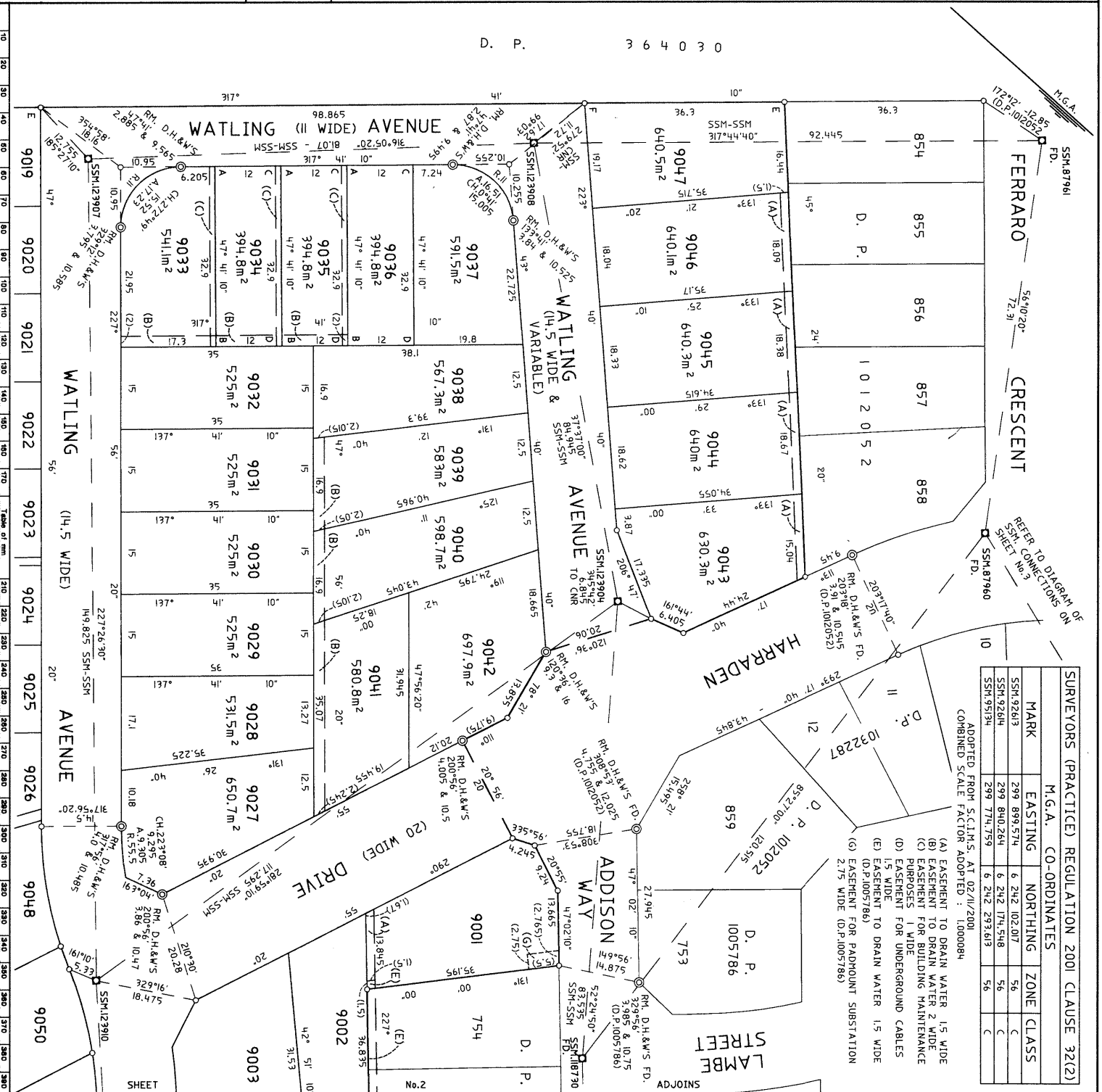
[Signature]

MICHAEL BURTT

Crown Lands Office Approval
Land District:
Paper No.:
Field Book:
Subdivision Certificate
1. I certify that the provisions of 88B of the Environmental Planning
and Assessment Act 1979 have been satisfied in relation to the
proposed **SUBDIVISION** set out herein and
I am authorised to sign this certificate.
Consent Authority: **LIVERPOOL CITY COUNCIL**
Date of endorsement: **26-2-2002**
Subdivision Certificate no.: **35**
File no: **5X1280 596**
Note
When this plan is to be lodged electronically in the Land Titles
Office, the plan must be signed electronically by the Registrar-General
or a delegate of the Registrar-General.

-Check whether it complies

-CHECKLIST*



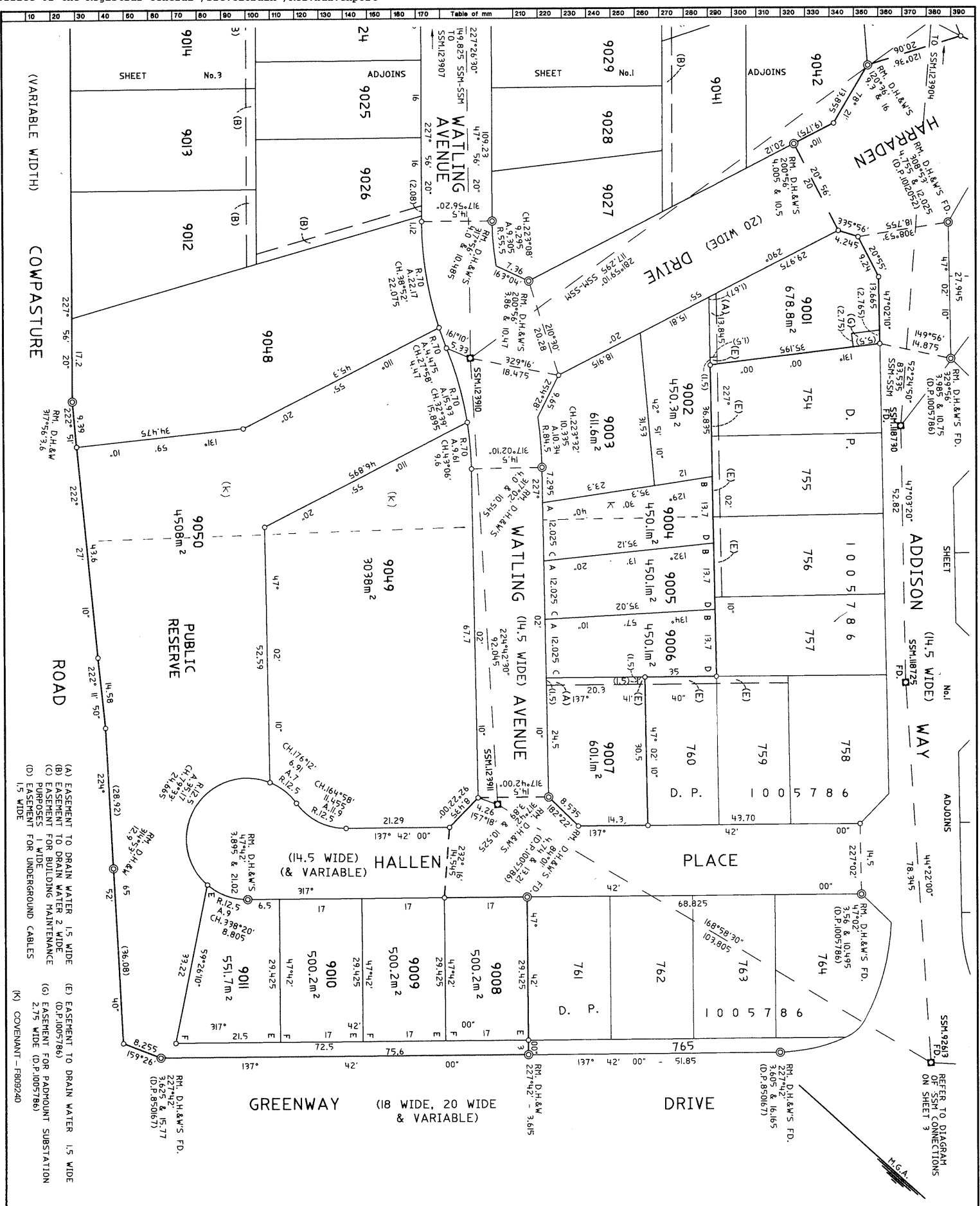
SURVEYORS (PRACTICE) REGULATION 2001 CLAUSE 32(2)				
M.G.A. CO-ORDINATES				
MARK	EASTING	NORTHING	ZONE	CLASS
SSM 92613	299 899 574	6 242 102 017	56	C
SSM 92614	299 890 264	6 242 174 548	56	C
SSM 95324	299 774 759	6 242 293 619	56	C

ADOPTED FROM S.C.I.M.S. AT 02/11/2001

COMBINED SCALE FACTOR ADOPTED: 1.000084

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
(B) EASEMENT TO DRAIN WATER 2 WIDE
(C) EASEMENT FOR BUILDING MAINTENANCE
(D) EASEMENT FOR UNDERGROUND CABLES
(E) EASEMENT TO DRAIN WATER 1.5 WIDE
(F) EASEMENT FOR PADOPOINT SUBSTATION
(G) EASEMENT FOR PADOPOINT SUBSTATION
2.75 WIDE (D.P.1005786)

DP1038025		LGA: LIVERPOOL CITY	
Regulation 47-3-2002		Locality: WEST HOXTON	
Title System: TORRENS		Parish: CABBAGHATTA	
Purpose: SUBDIVISION		County: CUMBERLAND	
Rel. Map: U 8277-1		This is sheet 1 of my plan in 3 sheets.	
Last Plan: D.P.1002052		I, RODNEY J. WORTHINGTON, P/L, of the firm of RODNEY J. WORTHINGTON & PARTNERS, 10/11, ADDISON WAY, LIVERPOOL, N.S.W. 2150, being a duly qualified and licensed Surveyor, do hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly qualified and licensed Surveyor.	
PLAN OF SUBDIVISION OF LOT 819 IN D.P.1002052		The survey was made on 12TH DECEMBER, 2001.	
Lengths are in metres. Reduction Ratio 1:500		I am specially and personally sworn to give my best and true opinion in relation to the accuracy of the survey.	
PLAN FOR USE ONLY for statements of intention to reserve easements, restrictions on the use of land or positive covenants.		I, X.Y., do hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly qualified and licensed Surveyor.	
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:		I am specially and personally sworn to give my best and true opinion in relation to the accuracy of the survey.	
1. EASEMENT TO DRAIN WATER		I, X.Y., do hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly qualified and licensed Surveyor.	
2. EASEMENT TO DRAIN WATER		I, X.Y., do hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly qualified and licensed Surveyor.	
3. EASEMENT FOR BUILDING		I, X.Y., do hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly qualified and licensed Surveyor.	
4. RESTRICTION ON THE USE OF LAND		I, X.Y., do hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly qualified and licensed Surveyor.	
5. RESTRICTION ON THE USE OF LAND		I, X.Y., do hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly qualified and licensed Surveyor.	
6. RESTRICTION ON THE USE OF LAND		I, X.Y., do hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly qualified and licensed Surveyor.	
7. RESTRICTION ON THE USE OF LAND		I, X.Y., do hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly qualified and licensed Surveyor.	
8. RESTRICTION ON THE USE OF LAND		I, X.Y., do hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly qualified and licensed Surveyor.	
9. RESTRICTION ON THE USE OF LAND		I, X.Y., do hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly qualified and licensed Surveyor.	
10. EASEMENT FOR UNDERGROUND CABLES 1.5 WIDE		I, X.Y., do hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly qualified and licensed Surveyor.	
IT IS INTENDED TO DEDICATE WATLING AVENUE AND THE EXTENSIONS OF HARRADEN DRIVE AND HALLEN PLACE TO THE PUBLIC AS ROAD.		I, X.Y., do hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly qualified and licensed Surveyor.	
IT IS INTENDED TO DEDICATE LOT 9050 AS PUBLIC RESERVE		I, X.Y., do hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly qualified and licensed Surveyor.	



DP1038025

Registered: 7-3-2002

This is sheet 2 of my plan in 3 sheets

Surveyor registered under Surveyors Act 1980

This is sheet 2 of my plan in 3 sheets

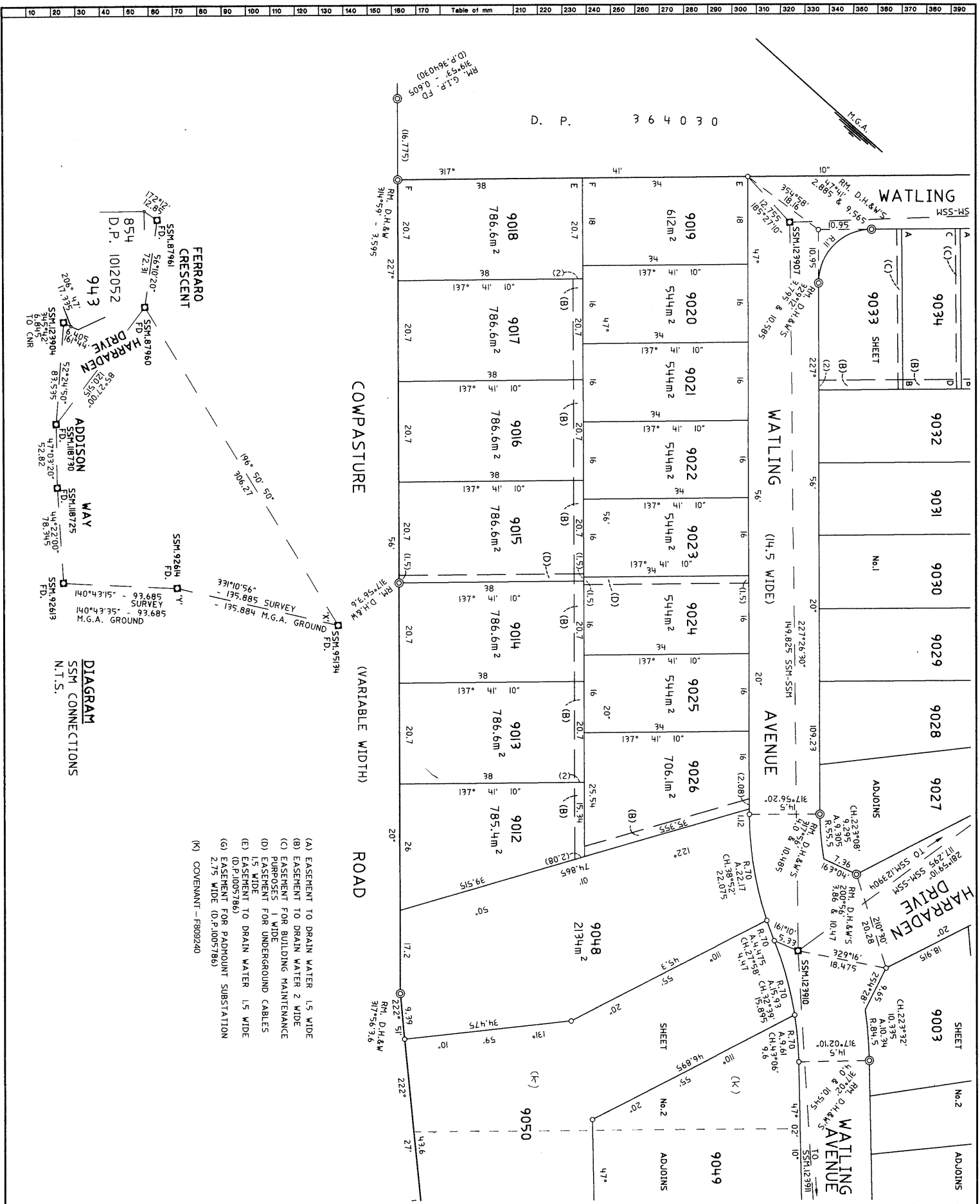
Drawn by: 20-2-2002

For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1:500

STATIONERS REFERENCE: DP 1038025

CHECKLIST



DP1038025	Registered: 7-3-2002	Surveyor registered under Surveyors Act 1992	This is sheet 3 of the plan in 3 sheets	Sheet covered by my Certificate No. 33	26-2-2002	For use where space is insufficient in any panel on Plan Form 2.
Reduction Ratio 1:500	Surveyors' REFERENCE 109-10P	CHECKLIST				

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

Lengths are in metres

(Sheet 1 of 12 Sheets)

DP1038025

Subdivision of Lot 879 in DP 1012052
covered by Council Certificate No. 33 of 26-2-02

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

Landcom
PO Box 237
PARRAMATTA NSW 2150

PART 1

1. **Identity of Easement firstly
referred to in the
abovementioned plan:** Easement to Drain Water 1.5 wide.

Schedule of lots etc affected

Lots burdened:	Lots, name of road or authority benefited:
9046	9047
9045	9046, 9047
9044	9045, 9046, 9047
9043	9044, 9045, 9046, 9047
9001	Lots 754 to 757 (inclusive) in DP 1005786
9007	Lots 758 to 760 (inclusive) in DP 1005786

2. **Identity of Easement secondly
referred to in the
abovementioned plan:** Easement to Drain Water 2 wide

Schedule of lots etc affected

Lots burdened:	Lots, name of road or authority benefited:
9017	9018
9016	9017, 9018

.....
Council Authorised Person

MB

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

Lengths are in metres

(Sheet 2 of 12 Sheets)

DP1038025

Subdivision of Lot 879 in DP 1012052
covered by Council Certificate No. 33 of 26-2-02

9015
9014
9013
9012
9026

9035
9034
9033
9039
9040
9041

9016, 9017, 9018
9015, 9016, 9017, 9018
9014, 9015, 9016, 9017, 9018
9013, 9014, 9015, 9016, 9017, 9018
9012, 9013, 9014, 9015, 9016, 9017,
9018
9036
9035, 9036
9034, 9035, 9036
9038
9039, 9038
9040, 9039, 9038

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

Easement for Building Maintenance
Purposes 1 Wide

Schedule of lots etc affected

Lots burdened:

9033
9034
9035

**Lots, name of road or authority
benefited:**

9034
9035
9036

.....*B. R. Waring*.....
Council Authorised Person

MBurst

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

Lengths are in metres

(Sheet 3 of 12 Sheets)

DP1038025

Subdivision of Lot 879 in DP 1012052
covered by Council Certificate No. 33 of 26-2-02

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

Restriction on the Use of Land

Schedule of lots etc affected

Lots burdened:

9034, 9035, 9036

**Lots, name of road or authority
benefited:**

Liverpool City Council

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

Restriction on the Use of Land

Schedule of lots etc affected

Lots burdened:

9004, 9005, 9006

**Lots, name of road or authority
benefited:**

Liverpool City Council

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

Restriction on the Use of Land

Schedule of lots etc affected

Lots burdened:

Each and every lot except lots
9048, 9049 and 9050

**Lots, name of road or authority
benefited:**

Each and every other lot except lot 9050

.....*to R. B. B. B. B.*.....
Council Authorised Person

M. B. B. B.

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

Lengths are in metres

(Sheet 4 of 12 Sheets)

Subdivision of Lot 879 in DP 1012052
covered by Council Certificate No. 33 of 26-2-02

DP1038025

- 7. Identity of Restriction
seventhly referred to in the
abovementioned plan:**

Restriction on the Use of Land

Schedule of lots etc affected

Lots burdened:

**Lots, name of road or authority
benefited:**

Each and every lot except lot
9050

Liverpool City Council

- 8. Identity of Restriction eighthly
referred to in the
abovementioned plan:**

Restriction on the Use of Land

Schedule of lots etc affected

Lots burdened:

**Lots, name of road or authority
benefited:**

Lots 9001 to 9011 inclusive,
Lots 9020 to 9024 inclusive,
Lots 9027 to 9031 inclusive,
Lots 9033 to 9036 inclusive,
Lots 9039 to 9047 inclusive,
Lots 9048 and 9049.

Liverpool City Council

.....*CR Bailey*.....
Council Authorised Person

MB

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

Lengths are in metres

(Sheet 5 of 12 Sheets)

DP1038025

Subdivision of Lot 879 in DP 1012052
covered by Council Certificate No. 33 of 26-2-02

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

Restriction on the Use of Land

Schedule of lots etc affected

Lots burdened:

**Lots, name of road or authority
benefited:**

Lots 9008 to 9011 inclusive,
9018, 9019 and 9047

Liverpool City Council

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

Easement for Underground Cables 1.5
wide

Schedule of lots etc affected

Lots burdened:

**Lots, name of road or authority
benefited:**

9024, 9015

Integral Energy Australia

.....*G.R. Conway*.....
Council Authorised Person

MB

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

Lengths are in metres

(Sheet 6 of 12 Sheets)

Subdivision of Lot 879 in DP 1012052
covered by Council Certificate No. 33 of 26-2-02

DP1038025

PART 2

**3. Terms of Easement for Building Maintenance Purposes 1 wide thirdly
referred to in the abovementioned plan.**

Full and free right for the registered proprietor for the time being of the dominant tenement and every person authorised by him or her to enter upon that part of the servient tenement marked (C) in the abovementioned plan with any tools implements or machinery necessary and to remain there for any reasonable time for the purpose of repairing or maintaining any part of the building or structure erected on the dominant tenement and the registered proprietor for the time being of the servient tenement covenants that he or she will not use or permit to be used that portion of the servient tenement marked (C) in the abovementioned plan in any manner or for any purpose which may restrict the rights herein conferred.

**4. Terms of Restriction on the Use of Land fourthly referred to in the
abovementioned plan:**

1. No building shall be erected or permitted to remain on the land hereby burdened UNLESS:
 - (a) the building is set back a distance no greater than 0.9 metres from the lot boundary indicated AB on the abovementioned plan,
 - (b) the maximum wall length abutting the boundary indicated AB on the abovementioned plan shall be 50% (for single storey) or 30% (for two storeys) of the total wall length facing that boundary,
 - (c) any external building wall constructed along the lot boundary indicated AB on the abovementioned plan is in accordance with the Fire Resistance level requirements of the Building Code of Australia, with no windows parallel to the boundary unless such windows are set back a minimum 0.9 metres from the said boundary,
 - (d) the building is setback a minimum of 1.2 metres from the lot boundary indicated CD on the abovementioned plan,
 - (e) the building is setback a minimum of 5.5 metres from the lot boundary indicated AC on the abovementioned plan,
 - (f) the building is setback a minimum of 2.5 metres from the lot boundary indicated BD on the abovementioned plan,

.....
Council Authorised Person



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

Lengths are in metres

(Sheet 7 of 12 Sheets)

Subdivision of Lot 879 in DP 1012052
covered by Council Certificate No 33 of 26-2-02

DP1038025

- (g) a fence 1.8 metres in height is constructed along the side and rear lot boundaries except where the external building wall is constructed within 0.9 metres of the boundary, and fencing erected adjacent to the front boundary is setback a minimum of 5.5 metres from the said boundary indicated AC on the abovementioned plan.

**5. Terms of Restriction on the Use of Land fifthly referred to in the
abovementioned plan:**

1. No building shall be erected or permitted to remain on the land hereby burdened UNLESS:
- (a) the building is set back a distance no less than 0.9 metres from the lot boundaries indicated AB and CD on the abovementioned plan,
- (b) the building is set back a distance no less than 4 metres from the lot boundaries indicated AC and BD on the abovementioned plan.

**6. Terms of Restriction on the Use of Land sixthly referred to in the
abovementioned plan:**

1. a) No buildings shall be erected on the lot hereby burdened other than with external walls of brick and/or concrete and/or stone and/or fibre cement panelling or boarding and/or substrates coated with a minimum 2 millimetres thick approved texture coat to give seamless appearance, and/or glass and/or timber. Timber and/or glass and/or fibre cement panelling or boarding shall not be used in external walls except in conjunction with all or any of the above materials and the proportion of the combined areas of timber and/or glass and/or fibre cement panelling or boarding shall not in the case of a single storey building exceed 25% of the total area of the external walls and in the case of a building having more than one storey, 40% thereof. PROVIDING THAT combinations thereof produce attractive forms of composite construction and nothing herein contained shall prevent the erection of a brick veneer building.

.....
Council Authorised Person



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

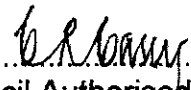
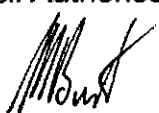
Lengths are in metres

(Sheet 8 of 12 Sheets)

DP1038025

Subdivision of Lot 879 in DP 1012052
covered by Council Certificate No. 33 of 26-2-02

- b) No main building shall be erected on the lot hereby burdened having a minimum floor area (excluding the floor area of any attached garage, carport, patio or verandah):
- of less than 140 square metres where that land area is 650 square metres or greater,
- of less than 130 square metres where the land area is 500 square metres or more but less than 650 square metres,
- of less than 110 square metres where the land area is less than 500 square metres.
2. Unless design clearly demonstrates architectural merit, no building shall be erected or permitted to remain on the lot burdened having what is commonly known as a "flat roof" or a roof constructed of any material other than terra-cotta roof tiles, or concrete roof tiles, or timber shingles, or slate, or corrugated metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process, or such other material as may be approved by Landcom in its absolute discretion.
 3. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot.
 4. No main building shall be erected on each burdened lot unless it has an attached garage and such garage shall have a minimum floor area of 16 square metres.

..........
Council Authorised Person


**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 9 of 12 Sheets)

DP1038025

Subdivision of Lot 879 in DP 1012052
covered by Council Certificate No ~~33~~ ³⁵ of 26-2-02

5. No fence comprised of materials other than brick or stone or brushwood or wooden picket or steel picket, save that timber infill panels may be used in combination with brick or stone (and then only to a height not greater than 900 millimetres) shall be constructed on the burdened lot:

where the lot is not a corner lot, on or adjacent to the street frontage, or on a side boundary forward of the main building, except for side boundaries co-incident with the rear boundary of corner lots, where the relevant requirements of 6 hereunder shall apply, or

where the lot is a corner lot, on a front or side boundary forward of the front alignment of the main building or on or adjacent to the side street frontage forward of a line parallel to and distant 10 metres forward of the rear boundary.
6. Where the burdened lot is a corner lot, no fence comprised of materials other than lapped paling, brick, stone, brushwood or combinations thereof (and only to a height of no greater than 1,800 millimetres) shall be constructed on or adjacent to the side street boundary within the area bounded by a line parallel to and distant 10 metres forward of the rear boundary, the street side alignment of the main building, the rear boundary and the side street boundary.
7. No fence constructed with aluminium sheeting or fibre cement or asbestos cement or fibreglass or any other material of a similar nature shall be erected on a boundary of the burdened lot adjoining a public reserve or a public pathway or a street frontage.
8. Where any timber boundary fence has been erected by Landcom at the common boundary of the subject lot and a Public Reserve or pathway adjacent within the Deposited Plan, no owner or occupier of the said lot shall alter, add to or remove any materials from that fence, or permit the fence to be altered or to be added to or permit any removal of materials from that fence without the express permission of Landcom in writing being first obtained.

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Council Authorised Person



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

Lengths are in metres

(Sheet 10 of 12 Sheets)

Subdivision of Lot 879 in DP 1012052
covered by Council Certificate No 33 of 26-2-02

DP1038025

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

This restriction on use shall cease to have effect on the expiry of the period of seven (7) years from the dated of registration of the Deposited Plan to which this instrument relates.

7. Terms of Restrictions on the Use of Land seventhly referred to in the abovementioned plan.

No building shall be erected on the land hereby burdened with foundations consisting of a concrete slab on ground UNLESS the requirements of Liverpool City Council's cut and fill policy can be complied with.

8. Terms of Restrictions on the Use of Land eighthly referred to in the abovementioned plan.

The lots hereby burdened shall not be used for residential purposes UNLESS the Transferor has advised the Transferee that the land has been filled and that no building shall be constructed thereon UNLESS the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geo-technical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities and approved by Liverpool Council.

.....*G.R. Ansey*.....
Council Authorised Person
MB

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

Lengths are in metres

(Sheet 11 of 12 Sheets)

Subdivision of Lot 879 in DP 1012052
covered by Council Certificate No. 33 of 26-2-02

DP1038025

**9. Terms of Restrictions on the Use of Land ninthly referred to in the
abovementioned plan.**

Any fence erected on the boundary indicated EF on the abovementioned plan forming a common boundary of the burdened land and a Public Reserve, Regional Open Space or a public road must not be constructed of a material other than timber and be lapped palings and consist of decorative feature posts and be of a height of no less than 1.8 metres.

10. Terms of Easement tenthly referred to in the abovementioned plan.

An easement for underground cables as set out in Memorandum 3021851 filed in the office of Land and Property Information New South Wales.

**Name of person or authority empowered to release vary or modify the Easements
or Restrictions firstly, secondly, thirdly, fourthly, fifthly, seventhly, eighthly and
ninthly referred to in the abovementioned plan.**

Liverpool City Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**Name of person or authority empowered to release vary or modify the Restriction
sixthly referred to in the abovementioned plan.**

Landcom. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**Name of person or authority empowered to release vary or modify the Easement
tenthly referred to in the abovementioned plan.**

Integral Energy Australia. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

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Council Authorised Person



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

Lengths are in metres

(Sheet 12 of 12 Sheets)

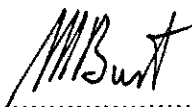
Subdivision of Lot 879 in DP 1012052
covered by Council Certificate No. 33 of 26-2-02

DP1038025

SIGNED by DOMINIC. J. SIDOTI
as delegate of Landcom who
hereby declares that he has no notice
of the revocation of the delegation
in the presence of: MICHAEL BURT
LEVEL 2, 1 FITZWILLIAM STREET
PARRAMATTA



.....
Landcom by its delegate.



.....
Witness

b. R. Bailey
.....
Council Authorised Person

REGISTERED



17-3-2002

DP1005786

Registered: 11/11/2019

This is sheet 2 of my plan 3 sheets

dated

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 3 sheets covered by my Certificate No. 2111 of 21-9-1999

b. R. Harvey
Surveyor-General

For use where space is insufficient in any part on Plan

(CONTINUED)

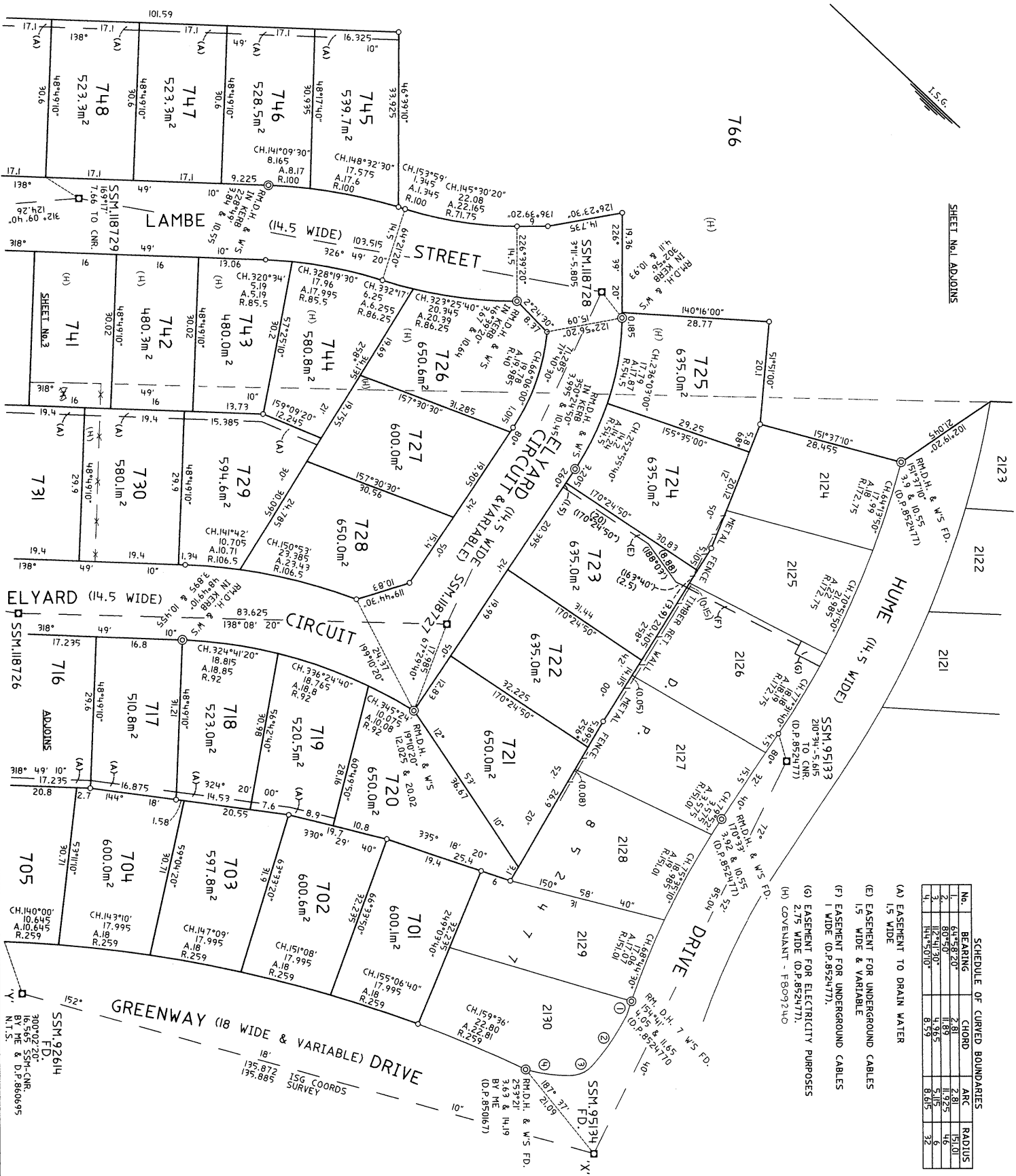
IT IS INTENDED TO DEDICATE LOT 765 AS PUBLIC RESERVE IT IS INTENDED TO DEDICATE ADDISON WAY, HALLEN PLACE, ELYARD CIRCUIT AND LAMBE STREET TO THE PUBLIC AS ROAD.

"PUBLIC RESERVE" ADDED TO LOT 765 IN L.T.O. AT SURVEYOR'S REQUEST

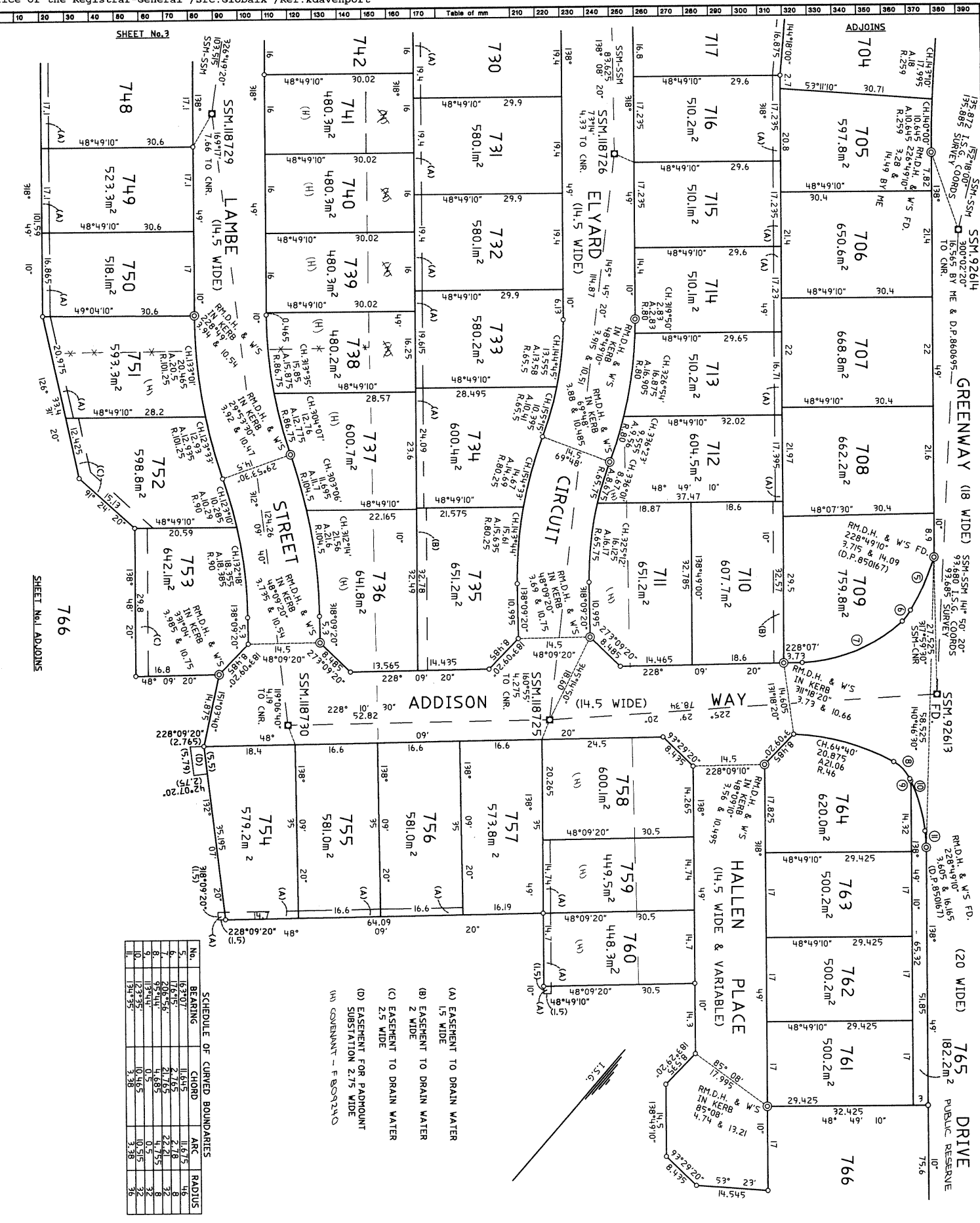
SCHEDULE OF CURVED BOUNDARIES			
No.	BEARING	CHORD	RADIUS
1.	64°48'20"	2.81	15.01
2.	80°50'	11.89	46
3.	112°41'30"	4.965	5.15
4.	144°50'00"	8.559	8.615
			32

(A) EASEMENT TO DRAIN WATER
1/5 WIDE(E) EASEMENT FOR UNDERGROUND CABLES
1/5 WIDE & VARIABLE(F) EASEMENT FOR UNDERGROUND CABLES
1 WIDE (D.P.8524177).(G) EASEMENT FOR ELECTRICITY PURPOSES
2.75 WIDE (D.P.8524177).

(H) COVENANT - F809240



to R. M. M. M.



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

Lengths are in metres

(Sheet 1 of 17 Sheets)

DP1005786

Subdivision of Lot 2135 in DP 850167,
Lot 1 in DP 514259 and Lots 1 & 2 in DP
552265 covered by Council Certificate
No. 211 of 21-9-1999

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

New South Wales Land and
Housing Corporation
PO Box 237
PARRAMATTA NSW 2150

PART 1

1. **Identity of Easement firstly
referred to in the
abovementioned plan:** Easement to Drain Water 1.5 wide.

Schedule of lots etc affected

Lots burdened:

712
713
714
715
716
717
718
719
734
733
732
731
730
729

**Lots, name of road or authority
benefited:**

720, 719, 718, 717, 716, 715, 714, 713
720, 719, 718, 717, 716, 715, 714
720, 719, 718, 717, 716, 715
720, 719, 718, 717, 716
720, 719, 718, 717
720, 719, 718
720, 719
720
727, 729, 730, 731, 732, 733,
727, 729, 730, 731, 732
727, 729, 730, 731
727, 729, 730
727, 729
727


.....
Council Authorised Person



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

Lengths are in metres

(Sheet 2 of 17 Sheets)

DP1005786

Subdivision of Lot 2135 in DP 850167,
Lot 1 in DP 514259 and Lots 1 & 2 in DP
552265 covered by Council Certificate
No. 211 of 21-9-1999

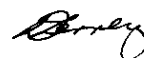
751	766, 745, 746, 747, 748, 749, 750
750	766, 745, 746, 747, 748, 749
749	766, 745, 746, 747, 748
748	766, 745, 746, 747
747	766, 745, 746
746	766, 745
745	766
754	757, 756, 755
755	757, 756
756	757
760	758, 759
759	758
766	754, 755, 756, 757, 758, 759, 760

2. **Identity of Easement secondly
referred to in the
abovementioned plan:** Easement to Drain Water 2 wide

Schedule of lots etc affected

Lots burdened:	Lots, name of road or authority benefited:
710	720, 719, 718, 717, 716, 715, 714, 713, 712
735	727, 729, 730, 731, 732, 733, 734


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Council Authorised Person



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

Lengths are in metres

(Sheet 3 of 17 Sheets)

DP1005786

Subdivision of Lot 2135 in DP 850167,
Lot 1 in DP 514259 and Lots 1 & 2 in DP
552265 covered by Council Certificate
No. 211 of 21-9-1999

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

Easement to Drain Water 2.5 wide

Schedule of lots etc affected

Lots burdened:

**Lots, name of road or authority
benefited:**

752
753

766, 745, 746, 747, 748, 749, 750, 751
766, 745, 746, 747, 748, 749, 750, 751,
752

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

Easement for Padmount Substation 2.75
wide

Schedule of lots etc affected

Lots burdened:

**Lots, name of road or authority
benefited:**

766

Integral Energy Australia


.....
Council Authorised Person



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

Lengths are in metres

(Sheet 4 of 17 Sheets)

DP1005786

Subdivision of Lot 2135 in DP 850167,
Lot 1 in DP 514259 and Lots 1 & 2 in DP
552265 covered by Council Certificate
No. 211 of 21-9-1999

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

Easement for Underground Cables 1.5
wide and variable

Schedule of lots etc affected

Lots burdened:

**Lots, name of road or authority
benefited:**

723

Integral Energy Australia

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

Restriction on the Use of Land

Schedule of lots etc affected

Lots burdened:

**Lots, name of road or authority
benefited:**

Each and every lot except lots
709, 764, 765 & 766

Each and every other lot except lots 765
& 766


.....
Council Authorised Person



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

Lengths are in metres

(Sheet 5 of 17 Sheets)

DP1005786

Subdivision of Lot 2135 in DP 850167,
Lot 1 in DP 514259 and Lots 1 & 2 in DP
552265 covered by Council Certificate
No. 211 of 21-9-1999

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

Restriction on the Use of Land

Schedule of lots etc affected

Lots burdened:

**Lots, name of road or authority
benefited:**

709

Each and every other lot except lots 765
& 766

8. **Identity of Restriction eighthly
referred to in the
abovementioned plan:**

Restriction on the Use of Land

Schedule of lots etc affected

Lots burdened:

**Lots, name of road or authority
benefited:**

764

Each and every other lot except lots 765
& 766


.....
Council Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
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Lengths are in metres

(Sheet 6 of 17 Sheets)

DP1005786

Subdivision of Lot 2135 in DP 850167,
Lot 1 in DP 514259 and Lots 1 & 2 in DP
552265 covered by Council Certificate
No. 211 of 21-9-1999

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

Restriction on the Use of Land

Schedule of lots etc affected

Lots burdened:

727, 728, 729, 730, 731, 732,
733, 737, 738, 739, 740, 741,
742, 743, 744, 754, 755, 756,
757

**Lots, name of road or authority
benefited:**

Liverpool City Council

PART 2

4. **Terms of Easement for Padmount Substation 2.75 wide fourthly referred to
in the abovementioned plan:**

An easement for padmount substation as set out in Memorandum 3021852 filed
in the Land Titles Office.

5. **Terms of Easement for Underground Cables 1.5 wide and variable fifthly
referred to in the abovementioned plan:**

An easement for underground cables as set out in Memorandum 3021851 filed in
the Land Titles Office.


.....
Council Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
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Lengths are in metres

(Sheet 7 of 17 Sheets)

DP1005786

Subdivision of Lot 2135 in DP 850167,
Lot 1 in DP 514259 and Lots 1 & 2 in DP
552265 covered by Council Certificate
No. 211 of 21-9-1999

**6. Terms of Restrictions on the Use of Land sixthly referred to in the
abovementioned plan:**

1. a) No buildings shall be erected on the lot hereby burdened other than with external walls of brick and/or concrete and/or stone and/or fibre cement panelling or boarding and/or substrates coated with a minimum 2 millimetres thick approved texture coat to give seamless appearance, and/or glass and/or timber. Timber and/or glass and/or fibre cement panelling or boarding shall not be used in external walls except in conjunction with all or any of the above materials and the proportion of the combined areas of timber and/or glass and/or fibre cement panelling or boarding shall not in the case of a single storey building exceed 25% of the total area of the external walls and in the case of a building having more than one storey, 40% thereof: PROVIDING THAT combinations thereof produce attractive forms of composite construction and nothing herein contained shall prevent the erection of a brick veneer building.

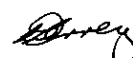
b) No main building shall be erected on the lot hereby burdened having a minimum floor area (excluding the floor area of any attached garage, carport, patio or verandah):

of less than 140 square metres where that land area is 650 square metres or greater,

of less than 130 square metres where the land area is 500 square metres or more but less than 650 square metres,

of less than 110 square metres where the land area is less than 500 square metres.


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Council Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
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Lengths are in metres

(Sheet 8 of 17 Sheets)

DP1005786

Subdivision of Lot 2135 in DP 850167,
Lot 1 in DP 514259 and Lots 1 & 2 in DP
552265 covered by Council Certificate
No. 211 of 21-9-1999

2. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as a "flat roof" or a roof constructed of any material other than terra-cotta roof tiles, or concrete roof tiles, or timber shingles, or slate, or corrugated metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process, or such other material as may be approved by the New South Wales Land and Housing Corporation in its absolute discretion.
3. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot.
4. No main building shall be erected on each burdened lot unless it has an attached garage and such garage shall have a minimum floor area of 16 square metres.
5. No fence comprised of materials other than brick or stone or brushwood or wooden picket or steel picket, save that timber infill panels may be used in combination with brick or stone (and then only to a height not greater than 900 millimetres) shall be constructed on the burdened lot:

where the lot is not a corner lot, on or adjacent to the street frontage, or on a side boundary forward of the main building, except for side boundaries co-incident with the rear boundary of corner lots, where the relevant requirements of 6 hereunder shall apply, or

where the lot is a corner lot, on a front or side boundary forward of the front alignment of the main building or on or adjacent to the side street frontage forward of a line parallel to and distant 10 metres forward of the rear boundary.


.....
Council Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
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(Sheet 9 of 17 Sheets)

DP1005786

Subdivision of Lot 2135 in DP 850167,
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552265 covered by Council Certificate
No. 211 of 21-9-1999

6. Where the burdened lot is a corner lot, no fence comprised of materials other than lapped and capped paling, brick, stone, brushwood or combinations thereof (and only to a height of no greater than 1,800 millimetres) shall be constructed on or adjacent to the side street boundary within the area bounded by a line parallel to and distant 10 metres forward of the rear boundary, the street side alignment of the main building, the rear boundary and the side street boundary.
7. No fence constructed with aluminium sheeting or fibre cement or asbestos cement or fibreglass or any other material of a similar nature shall be erected on a boundary of the burdened lot adjoining a public reserve or a public pathway or a street frontage.
8. Where any timber boundary fence has been erected by the New South Wales Land and Housing Corporation at the common boundary of the subject lot and a Public Reserve or pathway adjacent within the Deposited Plan, no owner or occupier of the said lot shall alter, add to or remove any materials from that fence, or permit the fence to be altered or to be added to or permit any removal of materials from that fence without the express permission of the New South Wales Land and Housing Corporation in writing being first obtained.
9. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.


.....
Council Authorised Person



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

Lengths are in metres

(Sheet 10 of 17 Sheets)

DP1005786

Subdivision of Lot 2135 in DP 850167,
Lot 1 in DP 514259 and Lots 1 & 2 in DP
552265 covered by Council Certificate
No. 211 of 21-9-1999

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

This restriction on use shall cease to have effect on the expiry of the period of seven (7) years from the dated of registration of the Deposited Plan to which this instrument relates.

7. Terms of Restrictions on the Use of Land seventhly referred to in the abovementioned plan:

1. a) No buildings shall be erected on the lot hereby burdened other than with external walls of brick and/or concrete and/or stone and/or fibre cement panelling or boarding and/or substrates coated with a minimum 2 millimetres thick approved texture coat to give seamless appearance, and/or glass and/or timber. Timber and/or glass and/or fibre cement panelling or boarding shall not be used in external walls except in conjunction with all or any of the above materials and the proportion of the combined areas of timber and/or glass and/or fibre cement panelling or boarding shall not in the case of a single storey building exceed 25% of the total area of the external walls and in the case of a building having more than one storey, 40% thereof: PROVIDING THAT combinations thereof produce attractive forms of composite construction and nothing herein contained shall prevent the erection of a brick veneer building.


.....
Council Authorised Person



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(Sheet 11 of 17 Sheets)

DP1005786

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b) No main building shall be erected on the lot hereby burdened having a minimum floor area (excluding the floor area of any attached garage, carport, patio or verandah):

of less than 140 square metres where that land area is 650 square metres or greater,

of less than 130 square metres where the land area is 500 square metres or more but less than 650 square metres,

of less than 110 square metres where the land area is less than 500 square metres.

2. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as a "flat roof" or a roof constructed of any material other than terra-cotta roof tiles, or concrete roof tiles, or timber shingles, or slate, or corrugated metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process, or such other material as may be approved by the New South Wales Land and Housing Corporation in its absolute discretion.
3. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot.
4. No main building shall be erected on each burdened lot unless it has an attached garage and such garage shall have a minimum floor area of 16 square metres.
5. No fence comprised of materials other than brick or stone or brushwood or wooden picket or steel picket, save that timber infill panels may be used in combination with brick or stone (and then only to a height not greater than 900 millimetres) shall be constructed on the burdened lot adjacent to Greenway Drive or Addison Way forward of the building alignments of any building constructed thereon.


.....
Council Authorised Person



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6. No fence constructed with aluminium sheeting or fibre cement or asbestos cement or fibreglass or any other material of a similar nature shall be erected on a boundary of the burdened lot adjoining a public reserve or a public pathway or a street frontage.
7. Where any timber boundary fence has been erected by the New South Wales Land and Housing Corporation at the common boundary of the subject lot and a Public Reserve or pathway adjacent within the Deposited Plan, no owner or occupier of the said lot shall alter, add to or remove any materials from that fence, or permit the fence to be altered or to be added to or permit any removal of materials from that fence without the express permission of the New South Wales Land and Housing Corporation in writing being first obtained.
8. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.
9. No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

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Council Authorised Person



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**8. Terms of Restrictions on the Use of Land eighthly referred to in the
abovementioned plan:**

1. a) No buildings shall be erected on the lot hereby burdened other than with external walls of brick and/or concrete and/or stone and/or fibre cement panelling or boarding and/or substrates coated with a minimum 2 millimetres thick approved texture coat to give seamless appearance, and/or glass and/or timber. Timber and/or glass and/or fibre cement panelling or boarding shall not be used in external walls except in conjunction with all or any of the above materials and the proportion of the combined areas of timber and/or glass and/or fibre cement panelling or boarding shall not in the case of a single storey building exceed 25% of the total area of the external walls and in the case of a building having more than one storey, 40% thereof. PROVIDING THAT combinations thereof produce attractive forms of composite construction and nothing herein contained shall prevent the erection of a brick veneer building.

b) No main building shall be erected on the lot hereby burdened having a minimum floor area (excluding the floor area of any attached garage, carport, patio or verandah):

of less than 140 square metres where that land area is 650 square metres or greater,

of less than 130 square metres where the land area is 500 square metres or more but less than 650 square metres,

of less than 110 square metres where the land area is less than 500 square metres.

.....*G.R. Barry*.....
Council Authorised Person

Barry

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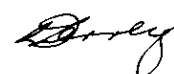
(Sheet 14 of 17 Sheets)

DP1005786

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2. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as a "flat roof" or a roof constructed of any material other than terra-cotta roof tiles, or concrete roof tiles, or timber shingles, or slate, or corrugated metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process, or such other material as may be approved by the New South Wales Land and Housing Corporation in its absolute discretion.
3. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot.
4. No main building shall be erected on each burdened lot unless it has an attached garage and such garage shall have a minimum floor area of 16 square metres.
5. No fence comprised of materials other than brick or stone or brushwood or wooden picket or steel picket, save that timber infill panels may be used in combination with brick or stone (and then only to a height not greater than 900 millimetres) shall be constructed on the burdened lot adjacent to Greenway Drive, Addison Way or Hallen Place forward of the building alignments of any building constructed thereon.
6. No fence constructed with aluminium sheeting or fibre cement or asbestos cement or fibreglass or any other material of a similar nature shall be erected on a boundary of the burdened lot adjoining a public reserve or a public pathway or a street frontage.
7. Where any timber boundary fence has been erected by the New South Wales Land and Housing Corporation at the common boundary of the subject lot and a Public Reserve or pathway adjacent within the Deposited Plan, no owner or occupier of the said lot shall alter, add to or remove any materials from that fence, or permit the fence to be altered or to be added to or permit any removal of materials from that fence without the express permission of the New South Wales Land and Housing Corporation in writing being first obtained.


.....
Council Authorised Person



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

This restriction on use shall cease to have effect on the expiry of the period of seven (7) years from the dated of registration of the Deposited Plan to which this instrument relates.

9. Terms of Restrictions on the Use of Land ninthly referred to in the abovementioned plan.

The lots hereby burdened shall not be used for residential purposes UNLESS the Transferor has advised the Transferee that the land has been filled and that no building shall be constructed thereon UNLESS the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geo-technical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities and approved by Liverpool Council.


.....
Council Authorised Person



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**Name of person or authority empowered to release vary or modify the Easements
firstly, secondly and thirdly referred to in the abovementioned plan.**

Liverpool City Council. The cost and expense of any such release, variation or
modification shall be borne by the person or corporation requesting same in all
respects.

**Name of person or authority empowered to release vary or modify the Easements
fourthly and fifthly referred to in the abovementioned plan.**

Integral Energy Australia. The cost and expense of any such release, variation or
modification shall be borne by the person or corporation requesting same in all
respects.

**Name of person or authority empowered to release vary or modify the
Restrictions sixthly, seventhly and eighthly referred to in the abovementioned
plan.**

The New South Wales Land and Housing Corporation. The cost and expense of
any such release, variation or modification shall be borne by the person or
corporation requesting same in all respects.

**Name of person or authority empowered to release vary or modify the Restriction
ninthly referred to in the abovementioned plan.**

Liverpool City Council. The cost and expense of any such release, variation or
modification shall be borne by the person or corporation requesting same in all
respects.


.....
Council Authorised Person



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SIGNED by DOMINIC JOSEPH SIDOTI
as delegate of the New South Wales
Land and Housing Corporation who
hereby declares that he has no notice
of the revocation of the delegation
in the presence of:



Witness DAVID PAUL TERREY



New South Wales Land and
Housing Corporation by
its delegate.



Council Authorised Person





R.P. 13. No. **F 809240**

New South Wales.

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



FEES:—
Lodgment
Endorsement
Certificate

(Trusts must not be disclosed in the transfer.)

I, **ARTHUR LACHLAN** of Hoxton Park, Retired Poultry Farmer

(herein called transferor)

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of One thousand Eight hundred pounds

(£ 1,800) (the receipt whereof is hereby acknowledged) paid to me by

DANIEL LE CORRE of Cowpasture Road, Hoxton Park,

Liverpool, Market Gardener, (herein called transferee)

do hereby transfer to the said transferee

ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	CABRAMATTA	PART	6414	213	BEING LOT C. IN MISC. PLAN OF SUBDN. (R.P.) REGD. NO. 64030* CONTAINING 32 ACRES 0 ROODS 11 $\frac{1}{4}$ PERCHES

And the transferee covenants with the transferor. The Transferee for himself and his assigns hereby for the benefit of the adjoining land of the Transferor being the residue of the land in the said Certificate of Title but only during the ownership thereof by the Transferor his executors administrators and assigns other than Purchasers on sale covenants with the Transferor that no fence shall be erected on the land hereby transferred to divide it from such adjoining land of the Transferor without the consent of the Transferor and such consent will not be withheld if such fence is erected without expense to the Transferor and in favour of any person dealing with the Transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected and this restriction may be released varied or modified by the owner or owners for the time being of such adjoining land

ENCUMBRANCES, &c., REFERRED TO.

N I L

Signed at **SYDNEY**
Signed in my presence by the transferor
WHO IS PERSONALLY KNOWN TO ME

Signed

the *15th* day of *January* 1953.
A. Lachlan
Transferor.*

g If executed within the State this instrument should 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, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

h Repeat attestation if necessary.

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."

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

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

D. Le Corre

Transferee(s).

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

LODGED BY *Sly & Russell*

No. **F 809240**

CONSENT OF MORTGAGEE.

(N.B.—Before execution read marginal notes.)

We Sidney Gordon Marshall Hutton and Alfred Alexander John Hutton
do hereby consent to the release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

1 This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at *Sydney* this *18th* day of *February* 19 *53*.

Signed in my presence by *Sidney Gordon Marshall Hutton and Alfred Alexander John Hutton*

W. Hutton

who are personally known to me.

Robert Sydney Mortgagees

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at _____ the _____ day of _____ 19 ____.

Signed in the presence of—

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

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

Appeared before me at _____ 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 _____ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

k To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH.
<i>N</i>	<i>Covenant</i>	To be filled in by person lodging dealing.
Checked by <i>K.B.</i>	Particulars entered in Register Book, Volume <i>6644</i> Folio <i>2/3</i>	1 _____ Received Docs.
Passed (in S.D.B.) by <i>Q</i>	the <i>12th</i> day of <i>March</i> 19 <i>53</i> at _____	2 _____ Nos.
Signed by <i>J. H. Pells</i>	minutes past <i>12</i> o'clock in the _____ noon.	3 _____
	<i>J. H. Pells</i> Registrar-General	4 _____
		5 _____ Receiving Clerk.
		6 _____
		7 _____

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch...		
Received from Records...	<i>Q</i>	<i>2/3</i>
Draft written ...	<i>Q</i>	<i>4/3</i>
Draft examined...	<i>Q</i>	<i>9/3</i>
Diagram prepared	<i>Q</i>	<i>10/3</i>
Diagram examined	<i>Q</i>	<i>10/3</i>
Draft forwarded	<i>Q</i>	<i>10/3</i>
Supt. of Engrossers	<i>Q</i>	<i>10/3</i>
Cancellation Clerk	<i>Q</i>	<i>10/3</i>
VOL.	<i>6640</i>	<i>196</i>

EXECUTION OUTSIDE NEW SOUTH WALES.

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

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

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

The fees are:—Upon lodgment (a) £1, if accompanied by the relevant title or evidence of production thereof, (b) £1-5-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(c) 5/- for each additional Certificate included in the Transfer, (d) £1-10-0 for each new Certificate of Title issued, (e) 5/- where the Transfer contains covenant purporting to affect the user of any land, (f) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (g) 2/6 where partial discharge of a mortgage is endorsed on the Transfer, (h) 2/6 for each additional folio where the Certificate exceeds ten folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

REQUISITIONS ON TITLE

Property:	4 STUART ROAD, WEST HOXTON NSW 2171
Vendor:	De Leon
Purchaser:	

All properties

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4. Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?

If strata/community title

1. Has the initial period expired?
2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners corporation, the community, and precinct or neighbourhood associations?

If rural

1. Are there any notices from neighbours or any public authorities requiring compliance?
2. All agreements written, oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated, and plant and equipment not the subject of the sale removed from the property prior to completion.
3. Are there any give and take fences?

4. Are there any agreements with neighbours relating to fencing?
5. Are there any licences or agreements relating to pipelines, soil conservation or timber harvesting?
6. Has the vendor any water licence or rights under the Water Management Act 2000?
7. Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?
8. Are there any enclosure permits that attach to the property?
9. Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?
10. Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, threatened species, native vegetation conservation or National Parks and Wildlife?
11. Is there any application to the Crown for purchase or conversion of a holding?
12. Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?

If company title

1. Please provide evidence that the company has approved the sale of the shares to the purchaser which will be registered in the share register on presentation following settlement.
2. Have there been or are there any proposed changes to the constitution of the company that affect the right of occupation by the purchaser and the use and enjoyment of the hereditaments?
3. The financial records and books of the company will be inspected and must prove satisfactory and establish that the company is free of debt, that all levies on shareholders have been made and paid and that there is no action suit or proceeding by or against the company.
4. A copy of the constitution of the company must be provided together with copies of the minutes of the last general meeting and copies of any resolutions that might adversely affect the use and enjoyment of the property by the purchaser.

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Ref.: OR-1A4LY6T4OIRLAW:178611
Ppty: 170921

Cert. No.: 7788

Applicant:
THE SEARCH PEOPLE PTY LTD
GPO BOX 1585
SYDNEY NSW 2001

Receipt No.: 6369511
Receipt Amt.: 69.00
Date: 20-Jun-2025

The information in this certificate is provided pursuant to Section 10.7(2)&(5) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2021. The information has been extracted from Council's records, as they existed at the date listed on the certificate. Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

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

Legal Description: LOT 1 DP 1132038
Street Address: 4 STUART ROAD, WEST HOXTON NSW 2171

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

Note: Commonly Used Abbreviations:

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

1. Names of relevant planning instruments and DCPs

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

LEPs:

Liverpool LEP 2008

SEPPs*:

State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Precincts - Western Parkland City) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022

DCPs:

Liverpool DCP 2008

(2) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation or public exhibition under the Act).

Draft LEPs:

N/A

Draft SEPPs*:

N/A

Draft DCPs:

N/A

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

This section contains information required under subclauses 2 of Schedule 2 of the EP&A Regulation 2021. Subclause 2 of the regulation requires Council to provide information with respect to zoning and land-use in areas zoned by, or proposed to be zoned by, an environmental planning instrument or draft environmental planning instrument.

Employment zones reform commenced on 26 April 2023 which replaced previous Business zones (B) and Industrial zones (IN) with Employment zones (E) and updated the land use tables. Standard Instrument (Local Environmental Plans) Amendment (Land Use Zones) Order 2022, contains a 2-year savings provision as follows:

Development that is permitted with development consent on land in a former Business (B) or Industrial (IN) zone under a local environmental plan, as in force immediately before 26 April 2023, continues to be permitted with development consent on the land until 26 April 2025.

The land use and zoning information under any EPI applying to the land is given below.

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

R2 Low Density Residential - Liverpool LEP 2008

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

Home-based child care; Home occupations

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

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

(b)(iii) The purposes for which the instrument provides that development is prohibited within the zone

Any development not specified in item (b)(i) or (b)(ii)

(c) Additional permitted uses apply to the land:

Nil

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

No

(e) Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

No

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

No

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

No

3. Contribution Plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:

Liverpool Contributions Plan 2009

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4, the name of the region and the Ministerial planning order in which the region is identified:

Greater Sydney Region - Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area:

Not Applicable

(4) In this section—

continued 7.23 determination means a 7.23 determination that—

- (a) has been continued in force by the Act, Schedule 4, Part 1, and
- (b) has not been repealed as provided by that part.

Note— The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4. Complying development

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

The first column identifies the code(s). The second column describes the extent of the land in which complying development is permitted, as per the clauses above, for the code(s) given to the immediate left. The third column indicates the reason as to why complying development is

prohibited on some or all of the land and will be blank if such development is permitted on all of the land.

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
Housing Code, Rural Housing Code, Greenfield Housing Code, Low Rise Housing Diversity Code (for purposes other than dual occupancies), Inland Code	All	
Industrial and Business Buildings Code	All	
General Development Code, Container Recycling Facilities Code, Fire Safety Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, and Demolition Code	All	
Low Rise Housing Diversity Code (for purposes of dual occupancies)	None	All of the land is in R2 Low Density Residential zone under Liverpool LEP 2008 (Clause 1.19(3B))

Note: Despite information in the table above, complying development codes do not apply or are modified in areas subject to land-use zoning under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis.

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

Nil

5. Exempt development

The information below outlines whether exempt development is permitted on the land as per the provisions of clauses 1.16(1)(b1)–(d) or 1.16A SEPP of the (Exempt and Complying Development Codes) 2008 only. The table does not specify whether any code applies to the land; applicants should read the full extent of the code with their building certifier, solicitor, or other professional to determine whether any code applies to the land.

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

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
General Exempt Development Code, Advertising and Signage Exempt Development Code, Temporary Uses and Structures Exempt Development Code	All	

Note: Despite information in the table above, certain Exempt Codes do not apply or are modified in areas subject to land-use zoning under the SEPP (Precincts - Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis.

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

Nil

6. Affected building notices and building product rectification orders*

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

No

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

No

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

No

7. Land reserved for acquisition

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

No

8. Road widening and road realignment

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

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

No

(b) An EPI?

No

(c) A resolution of the council?

No

9. Flood related development controls

(1) Is the land, or part of the land, within the flood planning area and subject to flood-related development controls?

No, the land is outside of flood planning area and NOT subject to flood related development controls for industrial/commercial and residential premises.

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

(2) Is the land, or part of the land, between the flood planning area and the probable maximum flood (outside the flood planning area, but within the extent of the probable maximum flood), and subject to flood related development controls?

No, the land is outside the extent of the probable maximum flood and NOT subject to flood

related development controls only if the land is also outside of flood planning area.

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

Note:

Flooding certificate will be provided as an annexure to Section 10.7(5) certificate only if the land, or part of the land, is within the flood planning area.

Flood planning area has the same meaning as in the Floodplain Development Manual. It is generally the 1% annual exceedance probability plus a 0.5m freeboard or as outlined in relevant DCP.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 978-1-923076-17-4) published by the NSW Government in June 2023.

Probable maximum flood has the same meaning as in the Floodplain Development Manual.

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

The following table lists hazard/risk policies that have been adopted by Council (or prepared by another public authority and subsequently adopted by Council). The right-most column indicates whether the land is subject to any controls from those policies, but it does not confirm if that hazard/risk is present on the land.

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
Bushfire hazard	Liverpool DCP 2008	Yes
	Liverpool Growth Centre Precincts DCP*	No
	Edmondson Park South DCP 2012	No
	Western Sydney Aerotropolis DCP 2022	No
	Planning for Bushfire Protection (Rural Fire Services, 2025)*	Yes
	Pleasure Point Bushfire Management Plan	No
Tidal inundation	Nil	No
Subsidence	Nil	No
Acid Sulphate Soils	Liverpool LEP 2008	No
	Liverpool DCP 2008	No

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
Potentially Contaminated Land	Liverpool DCP 2008	Yes , see section 10 of Part 1 of the Liverpool DCP 2008
	Liverpool Growth Centre Precincts DCP*	No
Potentially Saline Soils	Liverpool DCP 2008	Yes
	Liverpool Growth Centre Precincts DCP*	No
	Western Sydney Aerotropolis DCP 2022	No

Note: Land for which a policy applies does not confirm that the land is affected by that hazard/risk. For example, all land for which the Liverpool DCP applies is subject to controls relating to contaminated land, as this policy contains triggers and procedures for identifying potential contamination. Applicants are encouraged to review the relevant policy, and other sections of this certificate, to determine what effect, if any, the policy may have on the land. Any information regarding contamination as Council is aware of, if any, can be found in Clause 24 of the Section 10.7(2) certificate and Clause 4 of the Section 10.7(5) certificate.

11. Bushfire prone land

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

Yes, all of the land is bushfire prone land

12. Loose-fill asbestos insulation *

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

No

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

13. Mine subsidence*

Is the land a proclaimed to mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017?

No

14. Paper subdivision information*

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

No

15. Property vegetation plans*

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

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

16. Biodiversity stewardship sites*

Is the land subject to a Biodiversity stewardship site under Part 5 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

No

17. Biodiversity certified land*

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

No

For information about what biodiversity certification means if your property is “Yes, certified” or “Yes, non-certified”, please visit: <https://www.environment.nsw.gov.au/topics/animals-and-plants/biodiversity/biodiversity-certification>

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

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

No, Council has not been notified of an order

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

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

No

20. Western Sydney Aerotropolis

As per the SEPP (Precincts - Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis, is the land:

(a) Subject to an ANEF or ANEC contour of 20 or greater?

No

(b1) Affected by the 6km Lighting Intensity Area, or Light Control Zone?

No

(b2) Affected by the Windshear Assessment Trigger Area?

No

(c) Affected by the Obstacle Limitation Surface Area?

Yes, refer to Chapter 4 Part 4.3 Section 4.22 of *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* for development control details.

(d) Affected by the Public Safety Area on the Public Safety Area Map?

No

(e1) Within the 3km zone of the Wildlife Buffer Zone Map?

No

(e2) Within the 13km zone of the Wildlife Buffer Zone Map?

Yes, refer to Chapter 4 Part 4.3 Section 4.19 of *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* for development control details.

Note: the table above only specifies whether the land is impacted by planning controls related to the Western Sydney Airport. Planning controls also relate to the Bankstown Airport, and are not reflected in this table.

21. Development consent conditions for seniors housing*

Are there any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in section 88(2) of State Environmental Planning Policy (Housing) 2021?

No

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



(1) Is there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in respect of proposed development on the land?

No

(2) Are there any conditions of a development consent in relation to the land that are of a kind referred to in section 21(1) or 40(1) of State Environmental Planning Policy (Housing) 2021?

No

(3) Are there any conditions of a development consent in relation to the land that are of a kind referred to in section 17 (1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009?

No

Note: former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

23. Water or sewerage services provided under the Water Industry Competition Act 2006*

Some land may have services provided by private entities under the Water Industry Competition Act 2006 (WIC Act 2006); any outstanding fees or charges owed to these service providers becomes the responsibility of the new owner(s) of the land.

The Independent Pricing and Regulatory Tribunal (IPART) provides information about the areas serviced, or to be serviced, via a register on their website. A statement below indicates whether the land is, or is to be, subject to an alternative servicing arrangement under the WIC Act 2006 as per that register:

No, this land is not subject to an alternative servicing arrangement under the WIC Act 2006

Note: This section does not contain information relating to whether the land is, or is not, connected to Sydney Water's network for the supply of either drinking water or sewage disposal services. For further information about whether your land is connected to Sydney Water's network, we recommend that you contact Sydney Water.

24. Contaminated land

Is the land:

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

No

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



No

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

No

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

No

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

No

Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997. This section only checks items under section 59(2)(a)–(e) of the Act and may not include all available contamination information for the site. A section 10.7(5) certificate may provide further information.

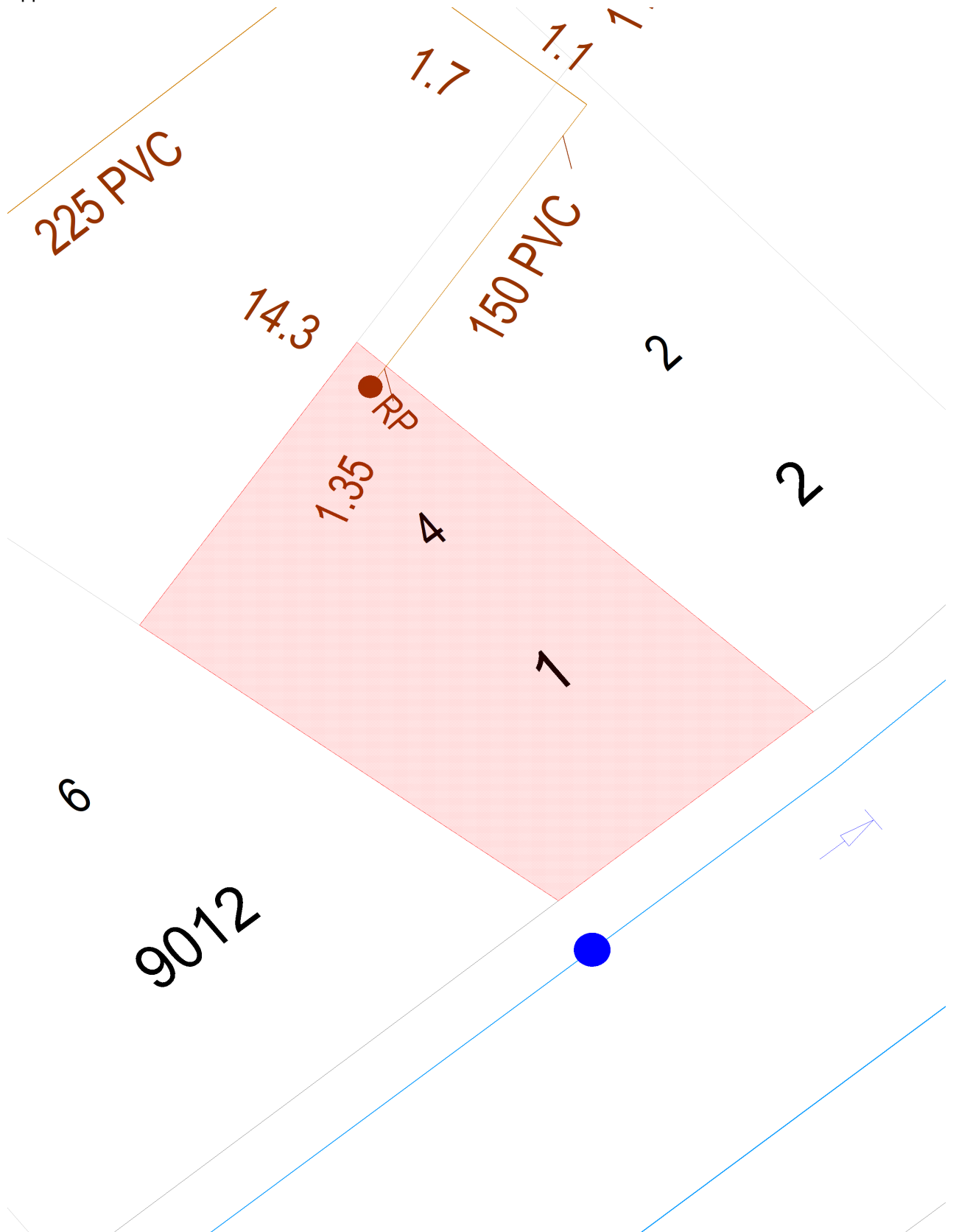


For further information, please contact
CALL CENTRE – 1300 36 2170

Jason Bredon
Chief Executive Officer
Liverpool City Council

Service Location Print

Application Number: 8004395902



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Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

Disclaimer

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

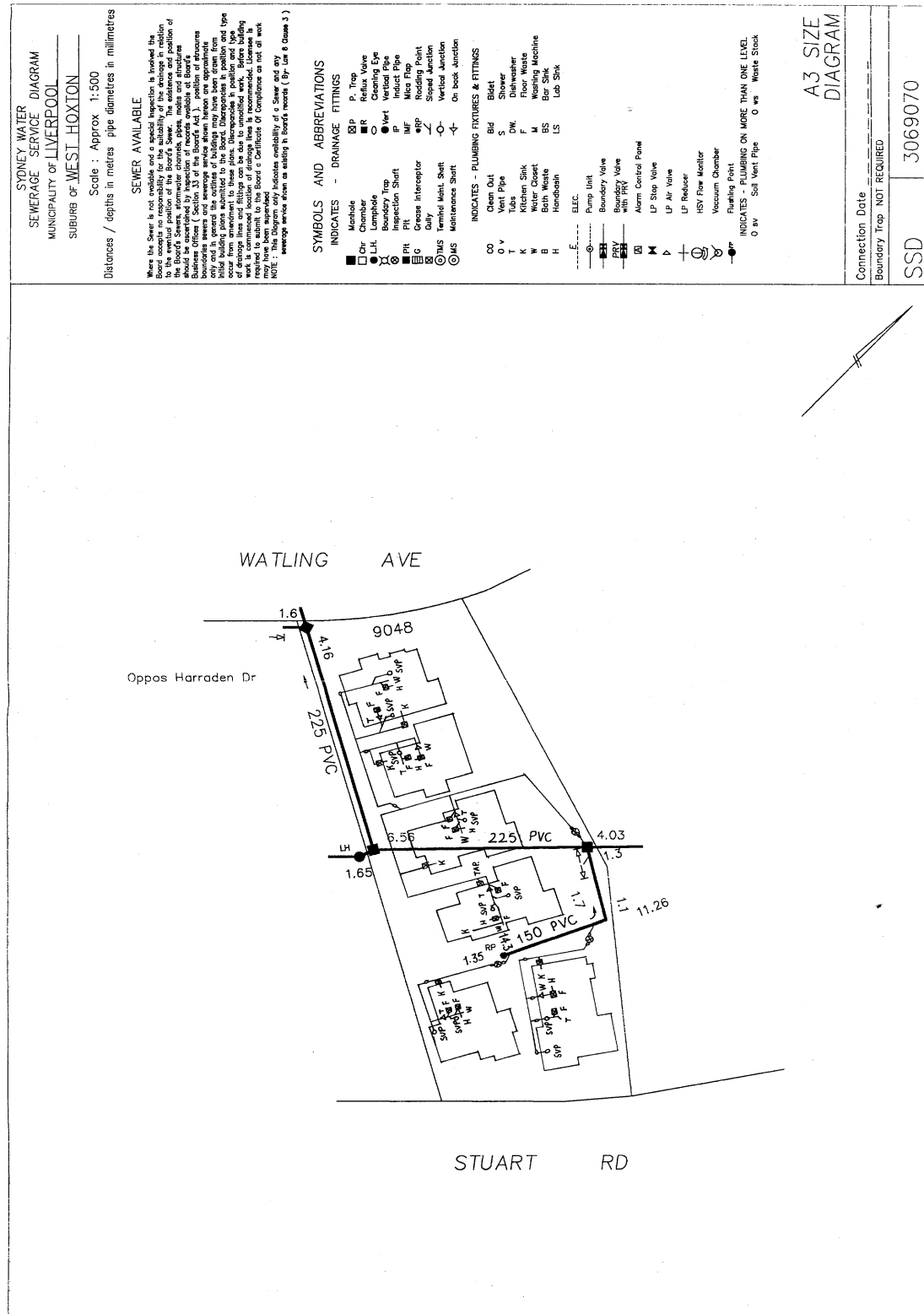
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Sewer Service Diagram

Application Number: 8004395903



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Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.