

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Victory Lease Pty Ltd ACN 153 345 665 PO Box 776, CHATSWOOD NSW 2057	Phone: (02) 9884 8969
vendor	Jing LI	
vendor's solicitor	CKW & Associates Lawyers Suite 405, 2 Help Street, Chatswood NSW 2067 PO Box 1752, Chatswood NSW 2057	Phone: (02) 8456 3499 Email: info@ckwassociateslaw.com.au Fax: (02) 8088 6218 Ref: CC:P231/22
date for completion land (address, plan details and title reference)	42nd day after the contract date 8 Fortunato Street, Schofields, New South Wales 2762 Registered Plan: Lot 126 Plan DP 1204556 Folio Identifier 126/1204556	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
 GST of: \$

witness

purchaser JOINT TENANTS tenants in common in unequal shares

witness

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30)

no YES

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Sale by auction

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

Bidders Record means the Bidders Record to be kept pursuant to section 13 of the *Property, Stock and Business Agents Regulation 2014* (NSW) and section 68 of the *Property, Stock and Business Agents Act 2002* (NSW).

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by paragraph 1 above, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.
3. The following conditions, in addition to those prescribed by paragraphs 1 and 2 above, are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
 - (a) More than one vendor bid may be made to purchase interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

Special Conditions

Further special conditions (the *Special Conditions*) forming part of the contract for the sale and purchase of land 2019 edition between:

Vendor:	
Purchaser:	

dated:

33. Interpretation

33.1 In these Special Conditions:

(a) terms defined in the standard form of the “Contract for the sale and purchase of land 2019 edition” (the *Printed Conditions*) to which these Special Conditions are annexed have the meanings given in the Printed Conditions unless the context requires otherwise; and

(b) the following definition applies:

Object means the purchaser:

- (i) making requisitions or objections;
 - (ii) claiming compensation;
 - (iii) rescinding or purporting to rescind;
 - (iv) calling on the vendor to amend title or bear the cost of doing so;
 - (v) seeking a reduction in the price;
 - (vi) refusing or delaying payment of the whole or part of the price;
 - (vii) retaining the whole or part of the price;
 - (viii) postponing settlement; or
 - (ix) avoiding obligations,
- under or in connection with this contract.

33.2 To the extent of any inconsistency between the Printed Conditions and these Special Conditions, these Special Conditions prevail.

33.3 In this contract, the meaning of general words is not limited by specific examples introduced by “*include*”, “*includes*”, “*including*”, “*for example*”, “*in particular*”, “*such as*” or similar expressions.

Disclosure

33.4 For the purposes of the *Conveyancing Act 1919* (NSW) and the provisions of this contract referring to disclosure:

- (a) a disclosure is deemed to be made if a reference to the relevant matter is made in this contract; and
- (b) the vendor discloses all of the material appearing in the documents annexed or attached to this contract, whether or not that material is specified in the list of documents appearing on page 3 of this contract.

34. Amendments to the Printed Conditions

The Printed Conditions are amended as follows:

- (a) **(requisitions)** clause 5.2.1 is deleted;
- (b) **(claims by the purchaser)** the following amendments are made in clause 7:
 - (i) clause 7.1 is deleted and replaced with the following:
 - “7.1 The vendor can *rescind* if –
 - 7.1.1 the vendor *serves* notice of intention to rescind; and
 - 7.1.2 the purchaser does *serve* notice waiving the claims *within* 14 days after that *service*; and”;
 - (ii) in clause 7.2.1, “10%” is replaced with “5%”; and
 - (iii) in clause 7.2.4, the words “and the costs of the purchaser” are deleted;
- (c) **(rescission by the vendor)** clause 8.1 is deleted and replaced with the following:
 - “8.1 The vendor can *rescind* if –
 - 8.1.1 the vendor is unable or unwilling to comply with a *requisition* or claim for compensation;
 - 8.1.2 the vendor *serves* notice of intention to *rescind* which specified the *requisition* or claim for compensation; and
 - 8.1.3 the purchaser does *serve* notice waiving the *requisition* or claim *within* 14 days after that *service*.”;
- (d) **(disclosure)** in clauses 10.1.8 and 10.1.9, the word “substance” is replaced with “existence” and the word “disclosed” is replaced with “noted”;
- (e) **(work orders)** the following amendments are made in clause 11:
 - (i) in clause 11.1, the word “made” is replaced with the words “delivered to the vendor”; and
 - (ii) in clause 11.12, the words “other than because of a default by the purchaser” are inserted after the word “*terminated*”;
- (f) **(land tax)** the following amendments are made in clause 14.4:
 - (i) In clause 14.4, the words “not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax” are deleted and replaced with “adjust any land tax and surcharge land tax (as defined in the *Land Tax Act 1956* (NSW))”; and
 - (ii) clause 14.4.2 is deleted and replaced with the following:
 - “14.4.2 by adjusting the amount of land tax determined by applying to the taxable value of the property the average rate of land tax (including, if applicable, any surcharge land tax as per the *Land Tax Act 1956* (NSW)) payable by the vendor (or, if applicable, any predecessor in title) for the relevant year.”;
- (g) **(adjustments)** clause 14.8 is deleted;
- (h) **(charge for land tax)** in clause 16.6, after the word “If”, the words “at least 7 days before the date of completion” are added and insert “The purchaser agrees that the vendor may pay the outstanding land tax on completion.” in the end of this clause;
- (i) **(settlement cheques)** clause 16.8 is deleted and, in clause 16.7, the words “cash (up to \$2,000.00) or” are deleted;

- (j) **(contributions)** the following amendments are made in clause 23:
 - (i) clause 23.6.1 is replaced with the following:

“23.6.1 the vendor is liable for it if it was determined on or before the contract date provided that, if it is payable by instalments, the vendor is liable for all instalments due on or before the contract date and the purchase is liable for all instalments due after the contract date; and”; and
 - (ii) in clauses 23.9.3 and 23.9.4, the words “or before completion” are deleted;
- (k) **(information certificates)** clauses 23.13 & 23.14 are deleted;
- (l) **(voting rights)** clause 23.17.2 is deleted; and
- (m) **(unregistered plan)** clause 28 is deleted.

35. FIRB approval

- 35.1 If the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the *Foreign Acquisitions and Takeovers Regulation 1989* (Cth) to enter into this contract, then the purchaser hereby warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.
- 35.2 The purchaser acknowledges and agrees that, if the warranty in paragraph 35.1 is false or untrue in any respect whatsoever, the purchaser indemnifies the vendor against any loss that the vendor may suffer as a direct or indirect result of the vendor having relied on this warranty when entering into this contract including any consequential loss that the vendor may sustain.

36. Building certificate

The vendor does not hold a building certificate issued under the *Environmental Planning and Assessment Act 1979* (NSW) or *Local Government Act 1993* (NSW) in respect of the *property*. The vendor is not required to apply for such a building certificate nor to carry out any works or take any other actions necessary for the issue of a building certificate. This contract is not conditional upon the issue of a building certificate and the purchaser cannot Object for any reason related to a building certificate.

37. No survey report

The purchaser acknowledges that the vendor does not have a current survey report relating to the *property*. The purchaser cannot Object in respect of any encroachment by any dividing fences between the property and adjoining properties.

38. Finance

The purchaser:

- (a) acknowledges that it has not discussed, and does not intend to discuss, any matters with the vendor in respect of the means of payment of the price or any finance that the purchaser has been, or anticipates, obtaining in relation to such payment;
- (b) warrants that it has secured finance for payment of the price in full; and
- (c) acknowledges that the National Credit Code in Schedule 1 of the *National Consumer Credit Protection Act 2009* (Cth) has no application to this transaction and that the purchaser has sought independent legal advice in relation to that matter and the purchaser hereby indemnifies the vendor against any and all claims, actions or proceedings of any nature that the purchaser may take, or that others may take on behalf of the purchaser, in relation to the National Credit Code.

39. Deposit

The purchaser authorises the release of the whole of the deposit, minus the commission payable by the vendor to the vendor's agent, to the vendor if required for use by the vendor as:

- (a) a rental bond; or
- (b) a deposit on the purchase of real estate and/or for the payment of stamp duty in relation to such a purchase.

The commission payable by the vendor to the vendor's agent will be retained by the *depositholder* until completion or termination of this contract.

40. Completion delayed

- 40.1 If completion does not take place on or before the date for completion stipulated in this contract (***Completion Date***), either party may *serve* notice requiring the other party to complete this contract *within* a period of 14 days or more after that *service* and, upon that *service*, time will be of the essence in this contract both at law and in equity.
- 40.2 If, for any reason not solely attributable to the vendor, the balance of the price and any other amounts payable by the purchaser under this contract (together, the ***Total Payable***) is not paid by the purchaser to the vendor on or before the Completion Date, the purchaser must, at completion, pay to the vendor, in addition to the Total Payable and as a reasonable pre-estimation of the vendor's damages, interest on the outstanding balance of the Total Payable at 10.00% per annum calculated daily from and including the Completion Date to and including the date on which completion occurs. The vendor's right to such interest will be additional and without prejudice to the vendor's rights under this contract or otherwise in relation to the purchaser's default.

Notice to complete

- 40.3 The parties agree that any notice to complete under this contract will be reasonable as to time if:
 - (a) a period of at least 14 days from the date of *service* of that notice is allowed for completion; and
 - (b) a time of day between the hours of 11:00am and 5:00pm is specified as the time for completion.
- 40.4 A party *servicing* a notice to complete is entitled to withdraw that notice and issue further notices to complete.
- 40.5 If the vendor *serves* a notice to complete, the purchaser must pay to the vendor on completion an additional amount of \$440.00 including GST to cover the vendor's legal costs and associated expenses incurred in the preparation and *service* of that notice to complete.

41. Capacity

If, before completion, a *party*:

- (a) being a natural person:
 - (i) dies or becomes mentally incapacitated;
 - (ii) is presumed or declared to be bankrupt or insolvent under any applicable law; or
 - (iii) has a receiver or trustee for creditors or in bankruptcy appointed to any of his/her property;
- (b) being a body corporate:
 - (i) becomes subject to a resolution or court order for the liquidation or winding up of that *party*; or
 - (ii) has appointed an administrator or liquidator pursuant to any relevant law or has a receiver, manager or receiver and manager appointed to the assets or undertaking of that *party* or any part thereof;

- (c) proposes, enters into or effects an arrangement or composition with, an assignment for the benefit of, or a moratorium involving, any of its creditors; or
- (d) is unable to pay all of its debts as they fall due or stops or suspends, or threatens to stop or suspend, the payment of all or a class of its debts,

the other *party* may, by *-serving* notice on the solicitor of the first-mentioned party, *rescind* this contract and thereupon this contract will be at an end and the provisions of clause 19 will apply.

42. Condition of the *property*

42.1 In this clause 42, the following definitions apply:

Contaminant means a solid, liquid, gas, odour, temperature, sound, vibration or radiation or substance that makes, or may make, the *property*:

- (a) unfit or unsafe for habitation or occupation by humans or animals;
- (b) degraded in its capacity to support plant life or otherwise environmentally degraded; or
- (c) not comply with any Environmental Law.

Contamination means the presence of any Contaminant in, on, above or under the *property*.

Environmental Law means any law (whether statutory or common law) concerning environmental matters, including any law related to land use, pollution, waste disposal, toxic or hazardous substances, conservation of natural or cultural resources, resource allocation or the exploration for, or exploitation of, any natural resource.

Environmental Liability means any:

- (a) obligations, expenses, penalties or fines under any Environmental Law that could be imposed upon the purchaser or any occupier of the *property* as a result of any activities carried on during the ownership or occupation of the *property* by the vendor or by any predecessor in title or previous occupier of the *property*; and
- (b) actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs resulting from or in connection with any Contamination and/or any breach of, or non-compliance with, any Environmental Law.

State of Repair means the condition and state of repair of the *property* including (whether apparent or latent) any faults, defects, Contamination, dilapidation, infestation, mechanical breakdown, wear and tear or Environmental Liability.

42.2 The purchaser acknowledges and warrants that:

- (a) the *property* is being purchased in its present State of Repair as a result of the purchaser's own inspections and investigations and the purchaser cannot Object because of the State of Repair of the *property*;
- (b) the purchaser is purchasing the *property* and will take title subject to all existing and proposed water, sewerage, drainage, gas, electricity, telephone and other installations and services (the ***Services***) and cannot Object because of the condition, nature, location, availability or non-availability of any of the ***Services***;
- (c) sewers, drains or other services may lay outside registered easements and the land may be subject to unregistered easements in relation to pipes, connections or structures of service supply authorities or others that may not have been disclosed to the vendor and that may not be apparent from an inspection of the land; and
- (d) the vendor has not, nor has anyone on the vendor's behalf, made any representation or warranty as to:
 - (i) the State of Repair of the *property*;
 - (ii) the condition or state of repair of the ***Services***;

- (iii) the fitness for any particular purpose of the whole or any part of the *property* or the use to which the whole or any part of the *property* may be put;
 - (iv) the rights and privileges relating to the *property*; or
 - (v) any financial return or income that may be derived from the *property*,
- other than as expressly set out in this contract.

Requisitions

- 42.3 Any requisitions taken to have been made by the purchaser under clause 5.1 of the Printed Conditions are the only requisitions:
- (a) arising out of this contract; and/or
 - (b) being general questions about the *property* or *title*,
- that the purchaser is entitled to make.
- 42.4 It has been agreed by the parties that the replies to requisitions are attached to this contract and no further replies will be provided to the purchaser.

Smoke alarms

- 42.5 The purchaser cannot Object by reason of the vendor not having complied with the regulations made under the *Environmental Planning and Assessment Act 1979* (NSW) relating to the installation of smoke alarms in the *property*.

Fences

- 42.6 Subject to section 52A of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Sale of Land) Regulation 2017* (NSW), the vendor is not liable to pay compensation in respect of any fencing, nor is it required to erect or contribute to the expense of erecting any new fencing, if:
- (a) the fencing is not on the boundary;
 - (b) a give and take fence exists: or
 - (c) a boundary of the property is not fenced.

Swimming Pool

- 42.7 The vendor does not warrant that the swimming pool located on the property and its enclosures comply with all requirements under the *Swimming Pools Act 1992* (NSW) and the regulations made thereunder. The purchaser cannot make any objection or raise any requisition in relation to the swimming pool or its enclosures, including any non-compliance with such legislation or any order or notice issued by any local council or other relevant authority under such legislation.

Environmental Liability

- 42.8 The vendor makes no representation, and gives no warranty, regarding the environmental condition of the *property*, including whether there is any Contamination, and the purchaser cannot Object because of any Contamination.
- 42.9 On and from the date of completion, the purchaser assumes all responsibility for, and releases and indemnifies the vendor from and against, all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs resulting from or in connection with any Environmental Liability.

43. Real estate agents

The purchaser warrants that it was not introduced to the vendor or the *property*, directly or indirectly, by any person other than the vendor's agent specified in this contract. The purchaser indemnifies the vendor against:

- (a) any claim for commission by reason of any introduction by any other person; and

- (b) all costs and expenses incurred in, or incidental to, defending any such claim.

44. GST

The purchaser warrants to the vendor that the *property* will be used predominantly for residential accommodation and the purchaser indemnifies the vendor against any liability to pay GST arising from any breach of that warranty.

45. Special Levies

Notwithstanding clauses 23.6 and 23.7, the parties covenant and agree that, if there are or have been any special levies or contributions that are not regular contributions (*Special Levies*) levied before the contract date, the vendor will pay or allow to the purchaser on completion the amount of any unpaid Special Levies that fall due for payment up to and including the contract date and the purchaser will pay all Special Levies that fall due for payment after the contract date.

46. Indemnity

The purchaser indemnifies the vendor from and against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the vendor or that the vendor may pay, sustain or incur as a direct or indirect result of any breach or non-performance of this contract by the purchaser and/or any breach of warranty under this contract by the purchaser.

47. General

Indemnities

- 47.1 Any indemnity provided by a party under this contract is a continuing obligation separate and independent from any other obligations of that party that survives termination of this agreement.

No merger

- 47.2 A provision of this contract that can take effect after completion does not merge on completion and continues to bind the parties.

Entire agreement

- 47.3 In entering this contract, the purchaser does not rely upon any representation or warranty (whether oral or written) made or published by the vendor, or by any person on behalf of the vendor or otherwise, except the warranties expressly made in this contract.

No assignment

- 47.4 The purchaser cannot nominate an alternative transferee or assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor (which the vendor may withhold or delay at its discretion).

48. Discrepancy at Settlement

- 48.1 Discrepancy at Settlement Each party agrees that if on completion any adjustment of outgoings or any part of the sale price of the land, required to be made under the contract is overlooked or incorrectly calculated or an incorrect settlement cheque drawn, the party will forthwith upon being requested by the other party to make the correct calculation and pay such amount or amendments.
- 48.2 Any money payable by the purchaser to the vendor but for any reason unpaid on completion is not waived on completion but remains a debt which must be paid by the purchaser. The debt and interest and costs arising from the debt are secured by a charge over the Property after completion and the purchaser authorises the vendor to register a caveat over the Property in respect of that charge until such debt is fully paid.

48.3 This clause will not merge on completion.

49. Re-scheduled Settlement

In the event the settlement does not take place at the scheduled date, or is cancelled after appropriate arrangements have been made, due to the purchaser and/or their mortgagee and through no fault of the vendor, the purchaser must pay an additional \$165.00 (GST inclusive) on settlement to the vendor to cover the legal costs and other expenses incurred in rescheduling the settlement booking as a consequence of the delay in addition to any other monies due and payable by the purchaser on completion.

50. Information Certificate

The vendor is not obliged to provide an information certificate under section 184 of the *Strata Schemes Management Act 2015* (NSW) or section 174 of the *Community Land Management Act 2021* (NSW) and the vendor authorises the purchaser to apply for such certificate at the purchaser's own costs. If before completion the vendor or the vendor's agent provides such a certificate, the purchaser must reimburse the vendor for the costs of the certificate as an adjustment on completion.

51. Cooling off Period

In the event that this Contract is subject to a cooling-off period and the purchaser applies for and is granted an extension to the cooling-off period by the vendor, then in such event the sum of \$165.00 (GST inclusive) to cover the legal costs and expenses incurred by the vendor as a consequence of the extension to the cooling-off period shall be payable by the purchaser to the vendor by way of adjustment on completion.

52. Deposit Release for Completion

- 52.1 The purchaser agrees that, if required by the vendor, the purchaser will authorise the depositholder to release so much of the deposit held by the depositholder as directed by the vendors solicitor prior to completion if required by the vendor to effect completion of this contract.
- 52.2 The vendor agrees that the amount of the deposit released will be held by the vendors solicitor in escrow pending the completion.
- 52.3 The parties agree that no further authority will be required for such release as the necessary authority is contained in this special condition.

53. Order on the Deposit Holder

- 53.1 When completion of this contract is effected as an electronic transaction, it is an essential term of this contract that the purchaser must provide to the vendor prior to completion, an authority in writing to the deposit holder for the release of the deposit.
- 53.2 This authority will be held in escrow by the Vendors solicitor until settlement is effected.

54. Deposit less than 10% of the Contract Price

- 54.1 The parties acknowledge that it is a fundamental condition of the contract that a deposit of 10% of the purchase price is payable and shall be forfeited to the vendor in the event of the purchaser's default under this contract.
- 54.2 In the event that the vendor agrees to accept less than 10% of the purchase price to be paid by the purchaser, either on or before the date of exchange or prior to the expiry of any cooling off period granted under this contract, then the balance of the deposit (being 10% of the purchase price) shall be paid to the vendor on the date of completion, in the event that the contract is completed, or immediately upon notice being served on the purchaser or the purchaser's solicitor by or on behalf of the vendor in the event this contract is terminated.

- (i) a dividend or distribution;
- (ii) a payment out of the estate or assets; or
- (iii) a payment in the liquidation, winding up or bankruptcy,

of a person liable jointly with the purchaser or the Guarantor to the vendor or liable under a security for money payable by the purchaser or the Guarantor; or

- (b) prove in an estate or in relation to an asset in a liquidation, winding up or bankruptcy in competition with the vendor unless the amount to which the vendor is entitled will not be reduced as a result.

56.9 The Guarantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of a right of the vendor under this clause 56.

56.10 The Guarantor's obligations are not affected if:

- (a) the vendor releases or enters into a composition with the purchaser;
- (b) a payment made to the vendor is later avoided; or
- (c) the vendor assigns or transfers the benefit of this contract.

56.11 If the vendor assigns or transfers the benefit of this contract, the assignee receives the benefit of the Guarantor's covenants, agreements, guarantees and indemnities.

56.12 The obligations of the Guarantor under this clause 56 are not released, discharged or otherwise affected by:

- (a) failure by any Guarantor to have executed this guarantee and indemnity, validly or otherwise;
- (b) the grant of any time, waiver, covenant not to sue or other indulgence;
- (c) the release (including a release as part of a novation) or discharge of any person;
- (d) an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;
- (e) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
- (f) a variation of this contract including a variation in the date of completion of this contract;
- (g) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;
- (h) payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- (i) the winding up of the purchaser.



FOLIO: 126/1204556

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
29/6/2022	2:48 PM	3	9/9/2018

LAND

LOT 126 IN DEPOSITED PLAN 1204556
AT SCHOFIELDS
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF GIDLEY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1204556

FIRST SCHEDULE

JING LI (T AK44597)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 H665995 COVENANT
- 3 DP1204556 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT AFFECTING THE SITE DESIGNATED (A) IN THE TITLE DIAGRAM
- 4 DP1204556 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1204556 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 6 DP1204556 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 7 DP1204556 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
- 8 AK44598 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

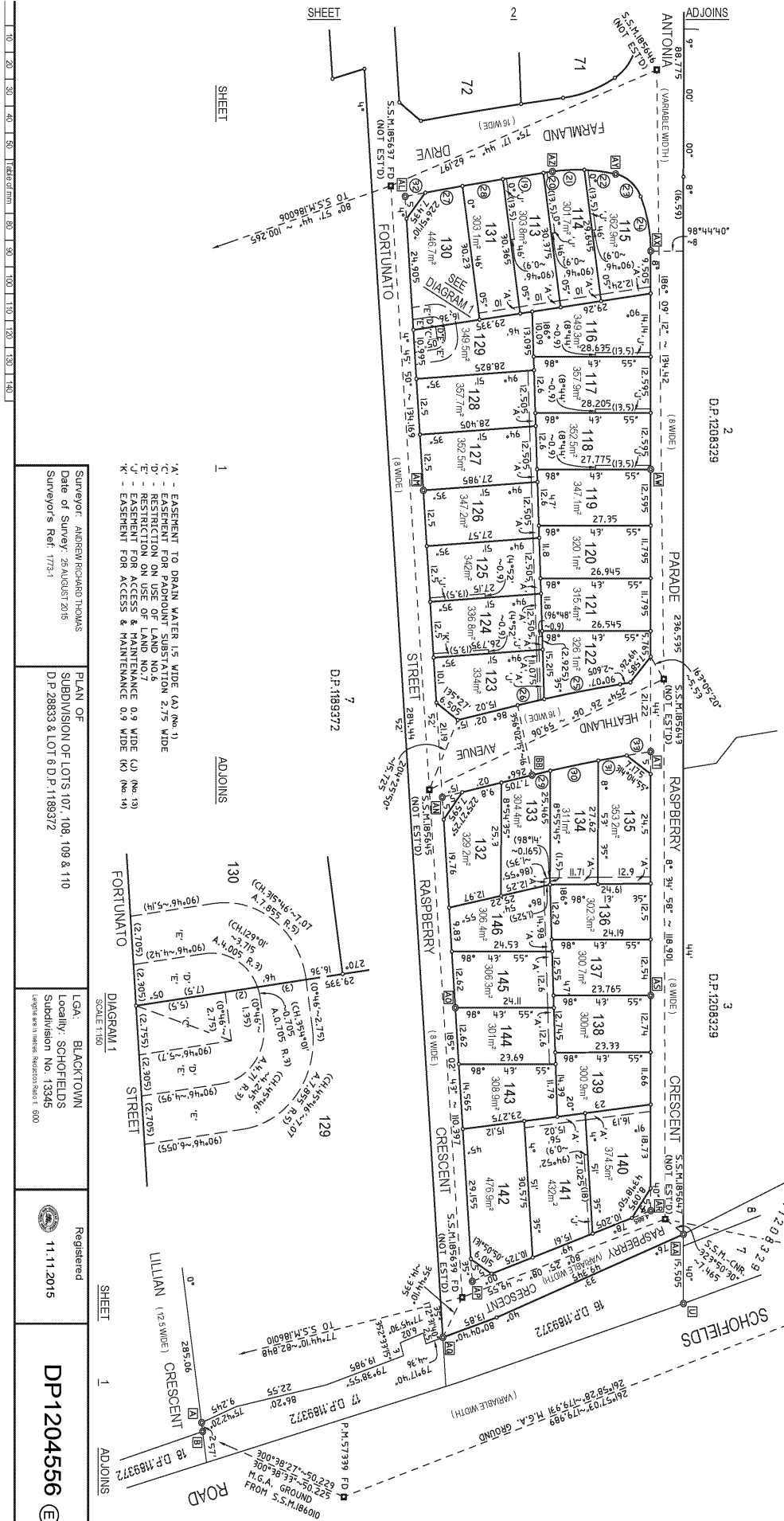
Sheet 2 of 3 (sheet)

SCHEDULE OF REFERENCE MARKS

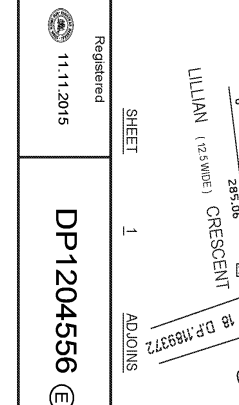
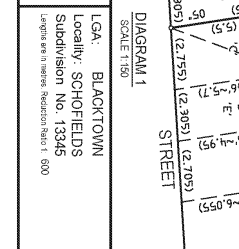
NO.	BEARING	DISTANCE	DESCRIPTION	NO.	BEARING	DISTANCE	DESCRIPTION
1	R.M. G.I.P. 1189372	2.32	R.M. D.H. & W. 1189372	1	R.M. D.H. & W. 1189372	2.32	R.M. D.H. & W. 1189372
2	R.M. D.H. & W. 1189372	2.73	R.M. S.M. 185647	2	R.M. S.M. 185647	2.73	R.M. S.M. 185647
3	R.M. D.H. & W. 1189372	10.02	R.M. D.H. & W. 1189372	3	R.M. D.H. & W. 1189372	10.02	R.M. D.H. & W. 1189372
4	R.M. G.I.P. 1189372	3.56	R.M. D.H. & W. 1189372	4	R.M. D.H. & W. 1189372	3.56	R.M. D.H. & W. 1189372
5	R.M. G.I.P. 1189372	7.815	R.M. D.H. & W. 1189372	5	R.M. D.H. & W. 1189372	7.815	R.M. D.H. & W. 1189372
6	R.M. D.H. & W. 1189372	16.415	R.M. S.M. 185643	6	R.M. D.H. & W. 1189372	16.415	R.M. S.M. 185643
7	R.M. D.H. & W. 1189372	3.595	R.M. D.H. & W. 1189372	7	R.M. D.H. & W. 1189372	3.595	R.M. D.H. & W. 1189372
8	R.M. D.H. & W. 1189372	3.48	R.M. D.H. & W. 1189372	8	R.M. D.H. & W. 1189372	3.48	R.M. D.H. & W. 1189372
9	R.M. S.M. 185645	5.275	R.M. D.H. & W. 1189372	9	R.M. S.M. 185645	5.275	R.M. D.H. & W. 1189372
10	R.M. D.H. & W. 1189372	3.72	R.M. D.H. & W. 1189372	10	R.M. D.H. & W. 1189372	3.72	R.M. D.H. & W. 1189372
11	R.M. D.H. & W. 1189372	12.93	R.M. D.H. & W. 1189372	11	R.M. D.H. & W. 1189372	12.93	R.M. D.H. & W. 1189372
12	R.M. D.H. & W. 1189372	7.07	R.M. D.H. & W. 1189372	12	R.M. D.H. & W. 1189372	7.07	R.M. D.H. & W. 1189372
13	R.M. S.M. 185639	3.275 & 12.545	R.M. D.H. & W. 1189372	13	R.M. S.M. 185639	3.275 & 12.545	R.M. D.H. & W. 1189372
14	R.M. D.H. & W. 1189372	3.42	R.M. D.H. & W. 1189372	14	R.M. D.H. & W. 1189372	3.42	R.M. D.H. & W. 1189372

SCHEDULE OF CURVED BOUNDARIES

NO.	BEARING	CURVED	ARC	RADIUS
1	19°28'42.15"	10	2.22	816.085
2	201°21'08.8"	7.81	7.82	816.085
3	221°28'36.6"	7.705	7.71	46.5
4	231°31'9.9"	7.993	8.25	31.5
5	251°28'46.20"	18.8	38.8	38.8
6	88°34.4"	6.655	6.655	35.8
7	28°29'20"	9.22	9.225	816.085
8	201°21'08.8"	10	10	816.085
9	201°21'08.8"	11.585	11.585	342
10	289°24.15"	7.07	7.07	342
11	289°24.15"	7.07	7.07	342
12	289°24.15"	5.915	5.915	816.085
13	90°28'30"	5.915	5.915	342



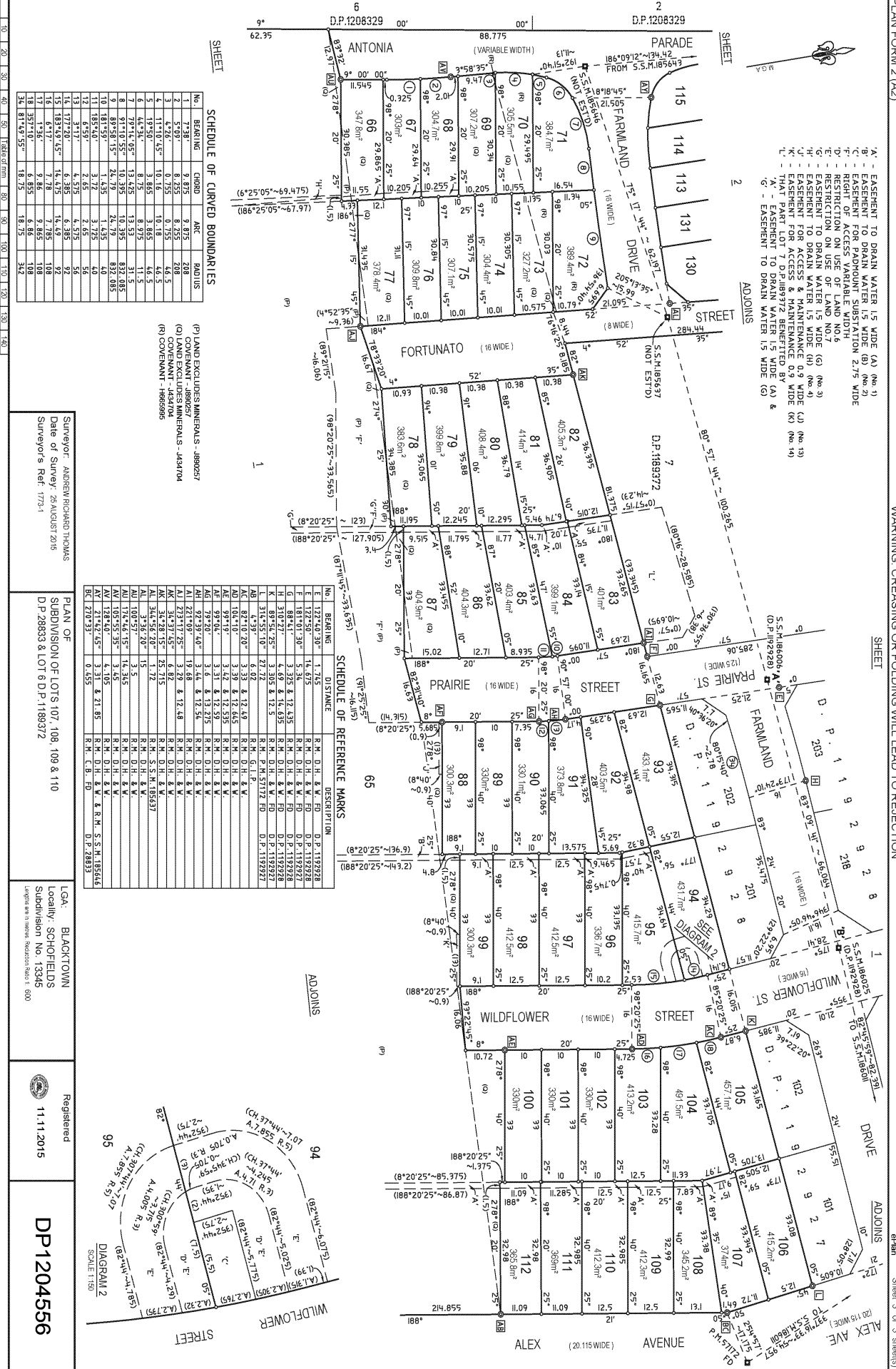
- 1
- A - EASEMENT TO DRAIN WATER 1/5 WIDE (AY (No. 1))
 - B - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (AY (No. 1))
 - C - RESTRICTION ON USE OF LAND NO. 6
 - D - RESTRICTION ON USE OF LAND NO. 7
 - E - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (AY (No. 1))
 - F - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (AY (No. 1))
 - G - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (AY (No. 1))
 - H - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (AY (No. 1))
 - I - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (AY (No. 1))
 - J - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (AY (No. 1))
 - K - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (AY (No. 1))
 - L - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (AY (No. 1))
 - M - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (AY (No. 1))
 - N - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (AY (No. 1))
 - O - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (AY (No. 1))
 - P - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (AY (No. 1))
 - Q - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (AY (No. 1))
 - R - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (AY (No. 1))
 - S - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (AY (No. 1))
 - T - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (AY (No. 1))
 - U - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (AY (No. 1))
 - V - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (AY (No. 1))
 - W - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (AY (No. 1))
 - X - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (AY (No. 1))
 - Y - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (AY (No. 1))
 - Z - EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (AY (No. 1))



PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 3 of 3 sheets



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	7.38°	9.975	9.975	708
2	8.75°	6.385	6.385	46.5
3	4.72°	8.755	8.755	64.5
4	11.10°	10.16	10.18	46.5
5	19.50°	8.855	8.855	64.5
6	44.31°	8.975	8.975	114.5
7	27.16°	13.325	13.325	832.85
8	89.58°	24.79	24.79	322.85
9	89.58°	24.79	24.79	322.85
10	181.46°	3.72	3.725	4.0
11	185.46°	3.72	3.725	4.0
12	6.51°	2.55	2.55	5.5
13	6.51°	2.55	2.55	5.5
14	117.20°	6.385	6.385	22
15	133.49°	14.475	14.49	92
16	6.417°	7.78	7.785	108
17	35.74°	9.86	9.865	108
18	35.74°	9.86	9.865	108
19	81.49°	18.75	18.75	342

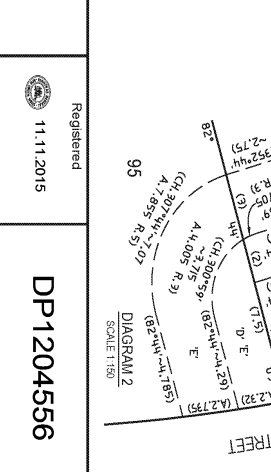
(P) LAND EXCLUDES MINERALS - J880257
 (O) LAND EXCLUDES MINERALS - J434704
 (R) COVENANT - H665965

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
E	172°40'30"	1.745	R.M. D.H. & W. RD D.P. 1199228
F	172°40'30"	1.745	R.M. D.H. & W. RD D.P. 1199228
F	181°01'30"	5.34	R.M. D.H. & W. RD D.P. 1199227
G	334° & 121°45'	3.34	R.M. D.H. & W. RD D.P. 1199227
H	310°21'	4.428	R.M. D.H. & W. RD D.P. 1199228
I	310°21'	4.428	R.M. D.H. & W. RD D.P. 1199228
K	89°54'25"	3.305	R.M. D.H. & W. RD D.P. 1199227
L	314°55'10"	27.712	R.M. D.H. & W. RD D.P. 1199227
M	4°33'9"	6.02	R.M. G.I.P.
N	82°10'20"	3.33	R.M. D.H. & W. RD D.P. 1199228
O	82°10'20"	3.33	R.M. D.H. & W. RD D.P. 1199228
P	98°11'9"	3.42	R.M. D.H. & W. RD D.P. 1199228
Q	98°11'9"	3.42	R.M. D.H. & W. RD D.P. 1199228
R	99°04'	3.31	R.M. D.H. & W. RD D.P. 1199228
S	99°04'	3.31	R.M. D.H. & W. RD D.P. 1199228
T	79°29'	3.6	R.M. D.H. & W. RD D.P. 1199228
U	97°59'40"	13.04	R.M. D.H. & W. RD D.P. 1199228
V	97°59'40"	13.04	R.M. D.H. & W. RD D.P. 1199228
W	34°52'20"	6.82	R.M. D.H. & W. RD D.P. 1199228
X	273°11'25"	3.29	R.M. D.H. & W. RD D.P. 1199228
Y	34°28'15"	25.715	R.M. D.H. & W. RD D.P. 1199228
Z	34°28'15"	25.715	R.M. D.H. & W. RD D.P. 1199228
AA	100°57'20"	3.5	R.M. D.H. & W. RD D.P. 1199228
AB	100°57'20"	3.5	R.M. D.H. & W. RD D.P. 1199228
AC	105°55'35"	3.45	R.M. D.H. & W. RD D.P. 1199228
AD	105°55'35"	3.45	R.M. D.H. & W. RD D.P. 1199228
AE	128°40'15"	4.105	R.M. D.H. & W. RD D.P. 1199228
AF	270°31'	0.455	R.M. D.H. & W. RD D.P. 1199228

SCHEDULE OF ADJOINS

No.	BEARING	DISTANCE	DESCRIPTION
1	172°40'30"	1.745	R.M. D.H. & W. RD D.P. 1199228
2	172°40'30"	1.745	R.M. D.H. & W. RD D.P. 1199228
3	181°01'30"	5.34	R.M. D.H. & W. RD D.P. 1199227
4	334° & 121°45'	3.34	R.M. D.H. & W. RD D.P. 1199227
5	310°21'	4.428	R.M. D.H. & W. RD D.P. 1199228
6	310°21'	4.428	R.M. D.H. & W. RD D.P. 1199228
7	89°54'25"	3.305	R.M. D.H. & W. RD D.P. 1199227
8	314°55'10"	27.712	R.M. D.H. & W. RD D.P. 1199227
9	4°33'9"	6.02	R.M. G.I.P.
10	82°10'20"	3.33	R.M. D.H. & W. RD D.P. 1199228
11	82°10'20"	3.33	R.M. D.H. & W. RD D.P. 1199228
12	98°11'9"	3.42	R.M. D.H. & W. RD D.P. 1199228
13	98°11'9"	3.42	R.M. D.H. & W. RD D.P. 1199228
14	99°04'	3.31	R.M. D.H. & W. RD D.P. 1199228
15	99°04'	3.31	R.M. D.H. & W. RD D.P. 1199228
16	79°29'	3.6	R.M. D.H. & W. RD D.P. 1199228
17	97°59'40"	13.04	R.M. D.H. & W. RD D.P. 1199228
18	97°59'40"	13.04	R.M. D.H. & W. RD D.P. 1199228
19	34°52'20"	6.82	R.M. D.H. & W. RD D.P. 1199228
20	273°11'25"	3.29	R.M. D.H. & W. RD D.P. 1199228
21	34°28'15"	25.715	R.M. D.H. & W. RD D.P. 1199228
22	34°28'15"	25.715	R.M. D.H. & W. RD D.P. 1199228
23	100°57'20"	3.5	R.M. D.H. & W. RD D.P. 1199228
24	100°57'20"	3.5	R.M. D.H. & W. RD D.P. 1199228
25	105°55'35"	3.45	R.M. D.H. & W. RD D.P. 1199228
26	105°55'35"	3.45	R.M. D.H. & W. RD D.P. 1199228
27	128°40'15"	4.105	R.M. D.H. & W. RD D.P. 1199228
28	270°31'	0.455	R.M. D.H. & W. RD D.P. 1199228




PLAN OF SUBDIVISION OF LOTS 107, 108, 109 & 110
 D.P. 28833 & LOT 6 D.P. 1189372

Surveyor: ANDREW RICHARD THOMAS
 Date of Survey: 26 AUGUST 2015
 Surveyor's Ref: 17731


LOCALITY: BLACKTOWN
 LOCALITY: SCHOFFIELDS
 Subdivision No. 13345
 (Larger scale image Reduction Ratio 1:600)

Registered
 11.11.2015

DP1204556

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
Office Use Only	Office Use Only	
Registered:  11.11.2015 Title System: TORRENS Purpose: SUBDIVISION	DP1204556	
PLAN OF SUBDIVISION OF LOTS 107, 108, 109 & 110 D.P.28833 & LOT 6 D.P.1189372	LGA: BLACKTOWN Locality: SCHOFIELDS Parish: GIDLEY County: CUMBERLAND	
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	<h3 style="text-align: center;">Survey Certificate</h3> I, <u>ANDREW RICHARD THOMAS</u> of <u>CRAIG & RHODES PTY LTD</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on <u>25 AUGUST 2015</u> *(b) The part of the land shown in the plan(*being*excluding ^..... was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that regulation. *(c) The land shown in the plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012. Signature <u>Andrew R. Thomas</u> Dated: <u>27/8/2015</u> Surveyor ID: <u>247</u> Datum Line: <u>'A' - 'B'</u> Type: *Urban*/Rural- The Terrain is *Level Undulating/ *Steep Mountainous- *Strike through if inapplicable. ^Specify the land actually surveyed or specify land shown in the plan that is not the subject of the survey.	
<h3 style="text-align: center;">Subdivision Certificate</h3> I, <u>Judith Portelli</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <u>Judith Portelli</u> Accreditation number: <u>N/A</u> Consent Authority: <u>BLACKTOWN CITY COUNCIL</u> Date of endorsement: <u>21 OCTOBER 2015</u> Subdivision Certificate number: <u>13345</u> File number: <u>DAP-14-1771</u> *Strike through in inapplicable parts.	Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE TO THE PUBLIC: 1. HEATHLAND AVENUE (16 WIDE) 2. FARMLAND DRIVE (16 WIDE) 3. WILDFLOWER STREET EXTENSION (16 WIDE) 4. PRAIRIE STREET EXTENSION (16 WIDE) 5. FORTUNATO STREET (8 WIDE & 16 WIDE) 6. ANTONIA PARADE (8 WIDE & VARIABLE WIDTH) 7. RASPBERRY CRESCENT (8 WIDE & VARIABLE WIDTH) AS PUBLIC ROAD	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Plans used in the preparation of survey/compilation D.P. 28833 D.P. 31797 D.P. 555847 D.P. 1178749 D.P. 1189372 D.P. 1192467 D.P. 1192468 D.P. 1192927 D.P. 1192928 D.P. 1208329 D.P. 1209060 If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: 1773-1	


CAD REF: Z:\1773 109, 111& 113 Alex Ave, Schofields\CR_PLANS\1773G S101 [00] -K.S. -A.T.

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheet(s)			
Registered:  11.11.2015	<h1 style="margin: 0;">DP1204556</h1>	Office Use Only			
PLAN OF SUBDIVISION OF LOTS 107, 108, 109 & 110 D.P.28833 & LOT 6 D.P.1189372		Office Use Only			
Subdivision Certificate number: <u>13345</u> Date of Endorsement: <u>21/10/15</u>		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals - see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">SURVEYING & SPATIAL INFORMATION REGULATION 2012 (CLAUSE 60(c))</td> </tr> <tr> <td style="text-align: center;">SCHEDULE OF LOTS & ADDRESSES</td> </tr> <tr> <td style="text-align: center; height: 40px;">STREET ADDRESSES NOT AVAILABLE</td> </tr> </table>			SURVEYING & SPATIAL INFORMATION REGULATION 2012 (CLAUSE 60(c))	SCHEDULE OF LOTS & ADDRESSES	STREET ADDRESSES NOT AVAILABLE
SURVEYING & SPATIAL INFORMATION REGULATION 2012 (CLAUSE 60(c))					
SCHEDULE OF LOTS & ADDRESSES					
STREET ADDRESSES NOT AVAILABLE					
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:					
<ol style="list-style-type: none"> 1. EASEMENT TO DRAIN WATER 1.5 WIDE (A) 2. EASEMENT TO DRAIN WATER 1.5 WIDE (B) 3. EASEMENT TO DRAIN WATER 1.5 WIDE (G) 4. EASEMENT TO DRAIN WATER 1.5 WIDE (H) 5. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE 6. RESTRICTION ON USE OF LAND 7. RESTRICTION ON USE OF LAND 8. RESTRICTION ON USE OF LAND 9. RESTRICTION ON USE OF LAND 10. RESTRICTION ON USE OF LAND 11. RESTRICTION ON USE OF LAND 12. RIGHT OF ACCESS VARIABLE WIDTH 13. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (J) 14. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (K) 					
If space is insufficient use additional annexure sheet					
Surveyor's Reference: 1773-1					

CAD REF: Z:\1773 109, 111& 113 Alex Ave, Scholfield\CR_PLANS\1773G S101 [00] - K.S. - A.T.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  11.11.2015 Office Use Only

DP1204556

PLAN OF
SUBDIVISION OF LOTS 107, 108, 109 & 110
D.P.28833 & LOT 6 D.P.1189372

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals - see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 13345
Date of Endorsement: 21/10/15

Sam A Kemp
Grant

[Signature]
BO GONGY
DIRECTOR
3377 HOLDINGS PTY LTD
KEN 169 260 628

[Signature]
Cheng Jia Pan
DIRECTOR
3377 HOLDINGS PTY LTD
KEN 169 260 626

SIGNED SEALED AND DELIVERED for and
on behalf of NATIONAL AUSTRALIA BANK
LIMITED ABN 12 004 044 937 by its
Attorney who holds the position of
Level 2 Attorney under Power of Attorney
Registered No. 39 Book 4512 in the presence of:)
)
)
)
)
)

[Signature]
Witness Signature

XIADJING SHEN LEVEL 22, 255 GEORGE ST
2000 NSW 2000

[Signature]
Attorney Signature
RACHEL TWEEDY
Associate Director
NAB Corporate Property NSW

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Lengths are in Metres

Sheet 1 of 11 Sheets

Plan:


Plan of Subdivision of Lots 107, 108, 109 & 110 in DP28833, and Lot 6 in DP1189372 covered by Council's Subdivision Certificate No. 13345
 Dated 21.10.2015

DP1204556

<u>Full Name and address of Proprietor of land:</u>	
6/1189372, 107/28833, 108/28833 & 110/28833	3377 HOLDINGS PTY LTD ACN 169 260 628 LEVEL 15 1 O'CONNELL STREET SYDNEY NSW 200
109/28833	3377 HOLDINGS PTY LTD ACN 169 260 628 LEVEL 15 1 O'CONNELL STREET SYDNEY NSW 200
	SAM AXIAK CONNIE ELLEN XUEREB 521 TERRACE ROAD FREEMANS REACH NSW 2756

Part 1

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide (A)	65 66 67 68 83 84 85	106, 107, 108, 109, 110, 111, 112 67, 68, 69 68, 69 69 That Part 7/1189372 denoted 'L' 83, that part 7/1189372 denoted 'L' 83, 84 that part 7/1189372 denoted 'L'

APPROVED BY BLACKTOWN CITY COUNCIL

 -General Manager-/ Authorised Officer

Lengths are in Metres

Sheet 2 of 2 Sheets

Plan:

Plan of Subdivision of Lots 107, 108, 109 & 110 in DP28833, and Lot 6 in DP1189372 covered by Council's Subdivision Certificate No. 13345 Dated 21.10.2015

DP1204556

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide (A)	86	83, 84, 85, that part 7/1189372 denoted 'L'
		87	83, 84, 85, 86 that part 7/1189372 denoted 'L'
		95	94
		96	94, 95
		97	94, 95, 96
		98	94, 95, 96, 97
		99	94, 95, 96, 97, 98
		107	106
		108	106, 107
		109	106, 107, 108
		110	106, 107, 108, 109
		111	106, 107, 108, 109, 110
		112	106, 107, 108, 109, 110, 111
		113	130, 131
		114	113, 130, 131
115	113, 114, 130, 131		
123	124, 125, 126, 127, 128, 129		
124	125, 126, 127, 128, 129		
125	126, 127, 128, 129		
126	127, 128, 129		

APPROVED BY BLACKTOWN CITY COUNCIL



 General Manager / Authorised Officer

Lengths are in Metres

Sheet 3 of 11 Sheets

Plan:


Plan of Subdivision of Lots 107, 108,
 109 & 110 in DP28833, and Lot 6 in
 DP1189372 covered by Council's
 Subdivision Certificate No. 13345
 Dated 21.10.2015

DP1204556

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide (A)	127 128 131 133 134 135 140 141 144 145 146	128, 129 129 130 143, 144, 145, 146 133, 143, 144, 145, 146 133, 134, 143, 144, 145, 146 141, 142 142 143 143, 144 143, 144, 145
2.	Easement to Drain Water 1.5 Wide (B)	65	94, 95, 96, 97, 98, 99
3.	Easement to Drain Water 1.5 Wide (G)	65	83, 84, 85, 86, 87, that part 7/1189372 denoted 'L'
4.	Easement to Drain Water 1.5 Wide (H)	65	66, 67, 68, 69
5.	Easement for Padmount Substation 2.75 Wide	94, 129	Endeavour Energy
6.	Restriction on Use of Land	94, 95, 129, 130	Endeavour Energy
7.	Restriction or Use of Land	94, 95, 129, 130	Endeavour Energy

APPROVED BY BLACKTOWN CITY COUNCIL



 General Manager / Authorised Officer

Lengths are in Metres

Sheet 4 of 14 Sheets

Plan:

Plan of Subdivision of Lots 107, 108,
 109 & 110 in DP28833, and Lot 6 in
 DP1189372 covered by Council's
 Subdivision Certificate No. 13345
 Dated 21.10.2015

DP1204556

Part 1 (Cont.)

	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:-
8.	Restriction on Use of Land	66 to 131 inclusive, 140, 141	Blacktown City Council
9.	Restriction on Use of Land	66 to 87 inclusive, 113 to 131 inclusive	Blacktown City Council
10.	Restriction on Use of Land	88 to 112 inclusive, 132 to 146 inclusive	Blacktown City Council
11.	Restriction on Use of Land	66 to 146 inclusive	Blacktown City Council
12.	Right of Access Variable Width	65	Blacktown City Council
13.	Easement for Access & Maintenance 0.9 Wide (J)	65 113 114 115 116 117 118 123, 124 125 141	88 131 113 114 117 118 119 122 124 140
14.	Easement for Access & Maintenance 0.9 Wide (K)	65 124	99 123

APPROVED BY BLACKTOWN CITY COUNCIL



 General Manager / Authorised Officer

Lengths are in Metres

Sheet 5 of 12 Sheets

Plan:

Plan of Subdivision of Lots 107, 108,
109 & 110 in DP28833, and Lot 6 in
DP1189372 covered by Council's
Subdivision Certificate No. 13345
Dated 21.10.2015

DP1204556

Part 2

**Name of Authority empowered to release vary or modify Easements
numbered 1, 2, 3, 4 & 12 in the plan is Blacktown City Council.**

**Terms of easement, profit à prendre, restriction or positive covenant
numbered 5 in the plan.**

An Easement for Padmount Substation having terms as detailed in
Memorandum No. 9262886 registered with the Land Titles Office, subject to
changing Integral Energy Australia to Endeavour Energy in Clause 5.1.

**Name of Authority empowered to release vary or modify easement
numbered 5 in the plan is Endeavour Energy.**

**Terms of easement, profit à prendre, restriction or positive covenant
numbered 6 in the plan.**

1. No building shall be erected or permitted to remain within the restriction site denoted 'D' on the abovementioned plans unless:

the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and

the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating.

and the Owner provides the Authority Benefited with an engineer's certificate to this effect.
2. The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
3. Definitions

"building" means a substantial structure with a roof and walls and includes any projections from the external walls

"erect" includes construct, install, build and maintain

"restriction site" means that part of the lot burdened subject to the restriction on the use of land.

"120/120/120 fire rating" and "60/60/60 fire rating" mean the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

**Name of Authority empowered to release vary or modify restriction
numbered 6 in the plan is Endeavour Energy.**

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 6 of 12 Sheets

Plan:

Plan of Subdivision of Lots 107, 108,
109 & 110 in DP28833, and Lot 6 in
DP1189372 covered by Council's
Subdivision Certificate No. 13345
Dated 21.10.2015

DP1204556

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan.

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

Name of Authority empowered to release vary or modify restriction numbered 7 in the plan is Endeavour Energy.

Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan.

No building shall be erected on the lot hereby burdened being a filled lot unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of the Council of the City of Blacktown.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 8 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 9 in the plan.

No building or structure shall be erected on the lot hereby burdened unless the design of the footing system is per exposure classification A1 in accordance with AS2870-2011 unless such a footing system is designed and certified by a Chartered Professional Engineer.

Name of Authority empowered to release vary or modify restriction numbered 9 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 7 of 11 Sheets

Plan:

Plan of Subdivision of Lots 107, 108,
109 & 110 in DP28833, and Lot 6 in
DP1189372 covered by Council's
Subdivision Certificate No. 13345
Dated 21.10.2015

DP1204556

Part 2 (cont)

**Terms of easement, profit à prendre, restriction or positive covenant
numbered 10 in the plan.**

No building or structure shall be erected on the lot hereby burdened unless the design of the footing system is per exposure classification A2 in accordance with AS2870-2011 unless such a footing system is designed and certified by a Chartered Professional Engineer.

**Name of Authority empowered to release vary or modify restriction
numbered 10 in the plan is Blacktown City Council.**

**Terms of easement, profit à prendre, restriction or positive covenant
numbered 11 in the plan.**

No vehicular access to the lot hereby burdened shall be constructed unless it achieves, to Blacktown City Council's satisfaction, the minimum clearance requirements from any services or stormwater drainage pits.

**Name of Authority empowered to release vary or modify the terms of the
restriction numbered 11 in the plan is Blacktown City Council.**

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 8 of 11 Sheets

Plan:

Plan of Subdivision of Lots 107, 108,
109 & 110 in DP28833, and Lot 6 in
DP1189372 covered by Council's
Subdivision Certificate No. 13345
Dated 21.10.2015

DP1204556

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 13 & 14 in the plan.

The proprietor of the lot benefited and persons authorised by him may:

- (a) enter upon the burdened lot but only within the site of this easement.
- (b) do anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement.
- (c) remain on the site of this easement for any reasonable time for the said purposes.

In exercising those powers the proprietor of the lot benefited must:

- (a) ensure that all work is done properly and carried out as quickly as practicable; and
- (b) cause as little inconvenience to the proprietor or occupier of the burdened lot; and
- (c) cause as little damage as possible to the burdened lot and any improvement on it and
- (d) restore as nearly as is practicable the burdened lot to its former condition; and
- (e) make good any collateral damage; and

The proprietor of the burdened lot shall not place any obstructions within the site of the easement nor erect any building or other structure of any kind on or over the site of the easement except for any wall and/or slab, eave and/or gutter and/or roof structure attached to any dwelling or garage that has been granted development approval by Blacktown City Council, and

The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the Easement for Access & Maintenance and any dispute is a civil matter to be resolved with the relevant parties.

Name of Authority empowered to release vary or modify the terms of the easement numbered 13 & 14 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL



.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 9 of 11 Sheets

Plan:

Plan of Subdivision of Lots 107, 108,
109 & 110 in DP28833, and Lot 6 in
DP1189372 covered by Council's
Subdivision Certificate No. 13345
Dated 21.10.2015

DP1204556

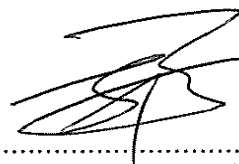
Part 2 (cont)

EXECUTED by 3377 HOLDINGS PTY LTD)
~~DEVELOPMENT PTY LTD~~)
ACN 169 260 628)
)

in accordance with section 127 of the
Corporations Act:



.....
Signature of Director



.....
Signature of Director/Secretary

BO GONG

.....
Name of Director

Cheng Jia Pan

.....
Name of Director/Secretary

APPROVED BY BLACKTOWN CITY COUNCIL



.....
~~General Manager /~~ Authorised Officer

Lengths are in Metres

Sheet 10 of 14 Sheets

Plan:

Plan of Subdivision of Lots 107, 108,
109 & 110 in DP28833, and Lot 6 in
DP1189372 covered by Council's
Subdivision Certificate No. 13345
Dated 21.10.2015

DP1204556

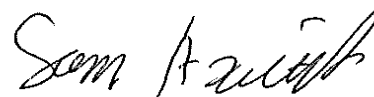
Part 2 (cont)

SIGNED in my presence by

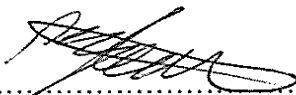
Sam AXIAK

who is personally known to me:

)
)
)



.....
SAM AXIAK



.....
Signature of Witness

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

Mike Steell
Senior Associate
Gadens Lawyers
77 Castlereagh Street
SYDNEY NSW 2000

.....
Address of Witness

SIGNED in my presence by


Connie Ellen XUEREB

who is personally known to me:

)
)
)



.....
CONNIE ELLEN XUEREB



.....
Signature of Witness

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

Mike Steell
Senior Associate
Gadens Lawyers
77 Castlereagh Street
SYDNEY NSW 2000

.....
Address of Witness

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 11 of 11 Sheets

Plan:

Plan of Subdivision of Lots 107, 108,
109 & 110 in DP28833, and Lot 6 in
DP1189372 covered by Council's
Subdivision Certificate No. 13345
Dated 21.10.2015

DP1204556

Part 2 (cont)

~~Signed on behalf of _____)
Endeavour Energy _____)
ABN 59 253 130 878 _____)
by its Attorney pursuant to _____)
Power of Attorney Book 4677 No. 686 _____)
in the presence of: _____)~~

.....
~~Signature of WITNESS~~

.....
~~Signature of Attorney~~

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

.....
~~Name of Attorney~~

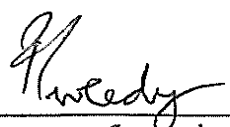
~~C/ Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148~~

.....
~~Position~~

~~Date of Execution:~~


~~Reference:~~

SIGNED SEALED AND DELIVERED for and
on behalf of NATIONAL AUSTRALIA BANK
LIMITED ABN 12 004 044 937 by its
Attorney who holds the position of
Level 2 Attorney under Power of
Attorney Registered No. 39 Book 4512
in the presence of:



Attorney Signature

RACHEL TWEEDY
Associate Director
NAB Corporate Property NSW



WITNESS

CAROLINE SHEN
ANALYST
NAB Corporate Property NSW
LEVEL 22, 255 GEORGE ST
SYDNEY NSW 2000

BLACKTOWN CITY COUNCIL



Judith Portelli
Manager Development Services

APPROVED BY BLACKTOWN CITY COUNCIL

.....
~~General Manager / Authorised Officer~~

Lengths are in Metres

Sheet 11 of 11 Sheets

Plan:

Plan of Subdivision of Lots 107, 108,
109 & 110 in DP28833, and Lot 6 in
DP1189372 covered by Council's
Subdivision Certificate No. 13345
Dated 21.10.2015

DP1204556

Part 2 (cont)

Signed on behalf of)
Endeavour Energy)
ABN 59 253 130 878)
by its Attorney pursuant to)
Power of Attorney Book ~~4677~~ No. ~~686~~)
in the presence of: ~~4693~~ ~~329~~)

Signature of WITNESS

Signature of Attorney

KERAN POOLE

Name of Witness (BLOCK LETTERS)

Helen Smith

Name of Attorney

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

Manager Property & Fleet
Position

Date of Execution: 6 October 2015

Reference: URS16199

REGISTERED  11.11.2015

APPROVED BY BLACKTOWN CITY COUNCIL

General Manager / Authorised Officer

FORM FOR SIMPLE TRANSFER. WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED, OR WHERE THIS FORM IS OTHERWISE UNSUITABLE, FORM R.P. 13A SHOULD BE USED.

FEE:-
 Lodgment 2/6
 Endorsement 1/6
 Certificate 2/-
 Stamp Duty 1/6
 1/6 1/6
 1/6 1/6
 1/5-5-0

R.P. 13. **HN665995**

New South Wales

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)



(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

If a less estate, strike out "in fee simple" and interline the required alteration.

State in full the name of the person who furnished the consideration monies.

Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General. Where these records are inadequate for the purpose, a suitable plan may be endorsed hereon, or furnished as an annexure signed by the parties and their signatures witnessed.

Where the consent of the local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

A very short note will suffice.

Execution in New South Wales may be proved if this instrument is 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 Section 107 of the Real Property Act 1900, Section 168 of the Conveyancing Act, 1919-1954 and Section 52A of the Evidence Act 1898-1954.

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

WE, JOHN ALLEN TAYLOR of Wahroonga Solicitor
 and ALEXANDER FRANK COWDRILL of Wahroonga Solicitor

(herein called transferors)

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 AND SIXTY FIVE POUNDS (£1065.0.0) (the receipt whereof is hereby acknowledged) paid to us by

FREDERICK CRONK & MARGARET JOAN CRONK

do hereby transfer to

FREDERICK CRONK & MARGARET JOAN CRONK of 17 Schofields Road, Schofields
Machinist and wife
 (herein called transferee) as joint tenants

ALL such our Estate and Interest in ALL THE land mentioned in the schedule following :-

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
Cumberland	Gidley	whole	3573	65 B	Range Lot 17 on Deposited Plan No 28833
		Part	7790	25 and 30	

ENCUMBRANCES, &c., REFERRED TO.*

Signed at Sydney the 22nd day of November 1960

'Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

[Signature]
[Signature]

[Signature]
[Signature]
 Transferor.*

'Signed

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Fredrick Cronk
[Signature]
 Signed in my presence by the transferee Margaret Joan Cronk who is personally known to me

Fredrick Cronk
M. J. Cronk
 Transferee(s).

[Signature] J.P.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, 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.

THIS SPACE TO BE LEFT FREE FROM NOTATION.

NOT TO BE ALTERED BY ERASURE—See Foot Note.

H 665995
 No.

LODGED BY.....

PARTIAL DISCHARGE OF MORTGAGEⁿ
 (N.B.—Before execution read marginal note.)

THE INTERCOLONIAL INVESTMENT LAND & BUILDING COMPANY LIMITED
 mortgagee under Mortgage No. G721286.

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.

^h This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or 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 Tenth day of November 1960.

~~Signature of the Registrar-General~~
THE COMMON SEAL of THE INTERCOLONIAL INVESTMENT LAND & BUILDING COMPANY LIMITED was hereunto affixed by the

Raymond [Signature]
[Signature]

Directors.

~~Signature of the Registrar-General~~
 authority of the Directors in the presence of *[Signature]* Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

Signed at *[Location]* the *[Day]* day of *[Month]* 19 *[Year]*.
 Signed in the presence of—

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

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

^j 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.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED <i>[Initials]</i>	MEMORANDUM OF TRANSFER <i>Covenant</i>
Checked by <i>[Signature]</i>	Particulars entered in Register Book, Volume <i>1790</i> Folio <i>29 & 30</i>
Passed (in S.D.B.) by <i>[Signature]</i>	the <i>6th</i> day of <i>January</i> 19 <i>61</i> at <i>[Location]</i>
Signed by <i>[Signature]</i>	<i>2</i> minutes past <i>2</i> o'clock in the <i>after</i> noon. <i>[Signature]</i> Registrar-General

DOCUMENTS LODGED HEREWITH.		Received Docs. Nos. Receiving Clerk.
To be filled in by person lodging dealing.		
1 _____	4 _____	}
2 _____	5 _____	
3 _____	6 _____	

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written ...	<i>[Signature]</i>	<i>19.12.60</i>
Draft examined ...	<i>[Signature]</i>	<i>16/1/61</i>
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
Vol. 8073 Fol. 162		

FEES.

The Fees, which are payable on lodgment, are as follows:—

- £2 where, the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- A supplementary charge of 10s. is made in each of the following—
 - where a restrictive covenant is imposed; or
 - a new easement is created; or
 - a partial discharge of mortgage is endorsed on the transfer.
- Where a new Certificate of Title must issue the scale charges are—
 - £2 for every Certificate of Title not exceeding 15 folios and without diagram;
 - £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 - as approved where more than one simple diagram, or an extensive diagram will appear.

Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

H 665995

AND the Transferees covenant with the Transferors:

- (a) that no fence shall be erected on the said land to divide it from the Transferors' adjoining Lots 18 and 110 Deposited Plan 28833 without the consent of the Transferors but such consent shall not be withheld if the fence shall be erected without expense to the Transferors and in favour of any person dealing with the Transferees such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.
- (b) That the Transferees shall not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware.

THE benefit of the foregoing covenants shall be appurtenant to the said adjoining land of the Transferors but upon transfer of such adjoining land the said covenant (a) shall become absolutely void.

THE burden of the foregoing covenants is upon the land transferred by this instrument. THE said covenants may be released modified or varied by the registered proprietor for the time being of the land to which the said covenants are appurtenant.

SIGNED in my presence by the said
JOHN ALLEN TAYLOR
J. A. Taylor

SIGNED in my presence by the said
ALEXANDER FRANK COWDRILL
A. F. Cowdrill

SIGNED in my presence by the said
FREDERICK CRONK
W. A. Cronk
Sulphide
Widow

SIGNED in my presence by the said
MARGARET JOAN CRONK
L. K. Hutchins J.P.

John Taylor

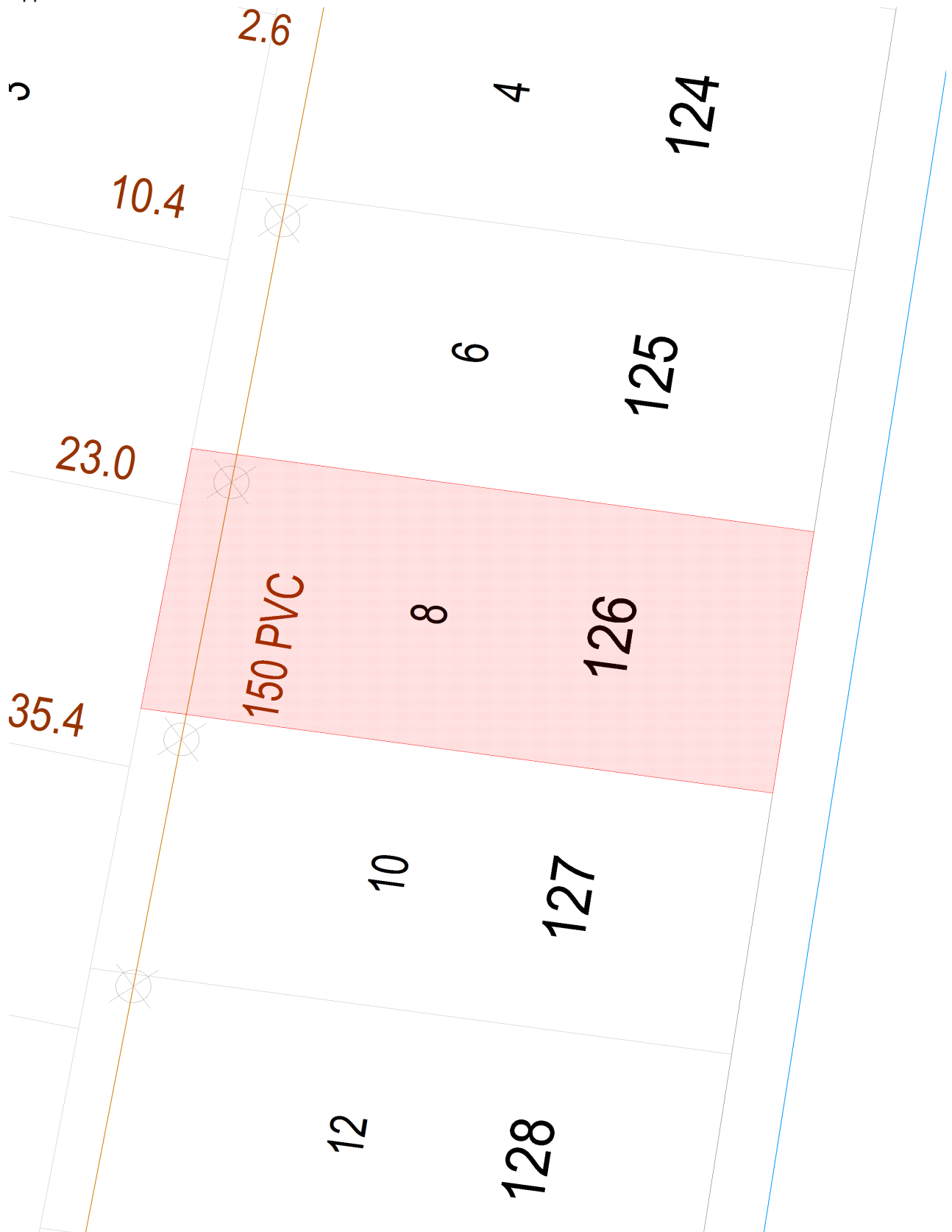
Alexander Frank Cowdrill

Frederick Cronk

M. J. Cronk

WODGED BY: PRIDDLE GOSLING
DALRYMPLE & SILLAR
17, CASTLEGRAVE STREET
SYDNEY

Service Location Print
Application Number: 8001768703



Document generated at 29-06-2022 06:20:34 PM

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

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**.

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**.

29 June 2022

Infotrack Pty Limited

Reference number: 8001768704

Property address: 8 Fortunato St Schofields NSW 2762

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Jason Dagger
Head of Customer Metering & Accounts

Applicant Details

Your reference P231/22

CKW & ASSOCIATES LAWYERS
SUITE 405 2 HELP STREET
CHATSWOOD NSW 2067

Certificate Details

Certificate no.	PL2022/09511	Fee: \$53.00
Date issued	30 June 2022	Urgency fee: N/A
Receipt no.	ePay Ref 225143	

Property information

Property ID	370786	Land ID	370786
Legal description	LOT 126 DP 1204556		
Address	8 FORTUNATO STREET SCHOFIELDS NSW 2762		
County	CUMBERLAND	Parish	GIDLEY

PLANNING CERTIFICATE (Section 10.7(2))

Blacktown City Council prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with Schedule 4 of the *Environmental Planning and Assessment Regulation 2000*.

Disclaimer

Blacktown City Council gives notice and points out to all users of the information supplied herein, that the information herein has been compiled by Council from sources outside of Council's control. While the information herein is provided with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like.

Blacktown City Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.

Section 10.7(2)

The following information is provided under Section 10.7(2) of the *Environmental Planning and Assessment Act 1979*. The information relates to the subject land at the date of this Certificate.

This Note only applies to land affected by one or more of the previous State Environmental Planning Policies (SEPPs), where applicable:

- State Environmental Planning Policy (Sydney Region Growth Centres) 2006
- State Environmental Planning Policy (State Significant Precincts) 2005
- Sydney Regional Environmental Plan No 30—St Marys
- State Environmental Planning Policy (Western Sydney Parklands) 2009
- State Environmental Planning Policy (Western Sydney Employment Area) 2009
- State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

Please note that the above SEPPs were repealed on 1 March 2022. From the 1 March 2022, the following State Environmental Planning Policies apply as follows:

State Environmental Planning Policy (Precincts – Central River City) 2021 applies where:

- Appendix 3, 4, 6, 7 or 12 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
- Appendix 7 or 10 of repealed State Environmental Planning Policy (State Significant Precincts) 2005 applied.

State Environmental Planning Policy (Precincts – Western Parklands City) 2021 applies where:

- Appendix 5 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
- Sydney Regional Environmental Plan No 30—St Marys applied.
- State Environmental Planning Policy (Western Sydney Parklands) 2009 applied.
- State Environmental Planning Policy (Western Sydney Employment Area) 2009 applied.
- State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applied.

Any reference to repealed SEPPs numbered 1-6 above in this Certificate means either of the SEPPs identified above.

Note that the content of the SEPP has not changed.

1. Names of relevant planning instruments and development control plans

1.1 Environmental Planning Instrument

As at the date of this certificate the abovementioned land is not affected by Blacktown Local Environmental Plan 2015.

The land is affected by the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*.

1.2 Proposed Local Environmental Plans

On 1 December 2022, Business and Industrial zones will be replaced by the new Employment zones under the Standard Instrument (Local Environmental Plans) Order 2006. The Department of Planning and Environment has placed on exhibition from 31 May 2022 details of how each Local Environmental Plan that includes a current Business or Industrial zone will be amended to use the new Employment zones. The Explanation of Intended Effect (EIE) and a searchable web tool that displays the current and proposed zone for land covered in this public exhibition is available on the [Planning Portal](#).

1.3 Other Applicable State Environmental Planning Policies

Attachment 1 contains a list of State Environmental Planning Policies that may apply to the carrying out of development on the subject land.

1.4 Proposed State Environmental Planning Policies

The following draft State Environmental Planning Policies (SEPPs) or Explanation of Intended Effects (EIE) are currently on exhibition or have been exhibited. For further information refer to <https://www.planningportal.nsw.gov.au/draftplans>

- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 29 October 2021 to 30 November 2021 to amend State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Fun SEPP).

The amendment proposes to support hospitality, events and arts industries through the use of exempt and complying development. For more information visit <https://www.planningportal.nsw.gov.au/the-fun-SEPP>

- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 March and 12 May 2021 to review Clause 4.6 of the Standard Instrument Local Environmental Plan
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 2 March to 16 March 2020 to amend State Environmental Planning Policy (State and Regional Development) 2011 to facilitate the efficient delivery of upgrades to existing water treatment facilities in NSW

- The NSW Department of Planning, Industry and Environment exhibited and Explanation of Intended Effect from 20 November to 17 December 2020 to amend the Infrastructure SEPP related to health services facilities.
- The NSW Department of Planning, Industry and Environment exhibited and Explanation of Intended Effect from 26 August to 2 November 2020 to recommend the creation of a new State Environmental Planning Policy for strategic conservation planning
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 7 September to 28 September 2018 to amend State Environmental Planning Policy (Sydney Region Growth Centres) 2006
- The NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 October 2017 and 31 January 2018 for the proposed Environment SEPP. Draft amendments to *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* to implement actions from the North West Priority Growth Area Land Use and Infrastructure Implementation Plan applies to the land.

1.5 Development control plans

As at the date of this certificate the abovementioned land is affected by the NSW Government's *Blacktown City Council Growth Centre Precincts Development Control Plan 2018*.

Blacktown Development Control Plan 2015 generally does not apply to land that a Precinct Plan applies to, except where specifically referred to in the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* or the *Growth Centre Precincts Development Control Plan 2018*.

2. Zoning and land use under relevant environmental planning instruments

The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

2.1 Zoning

Attachment 2 applies if the site is or has been the subject of public consultation in relation to a proposed rezoning under an applicable Environmental Planning Instrument (including a Local Environmental Plan or State Environmental Planning Policy).

Under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*, the land is zoned:

Zone R2 Low Density Residential

Below is an extract from the principal Environmental Planning Instrument, outlining the types of development that may or may not be carried out in the above zone.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Business identification signs; Centre-based child care facilities; Community facilities; Drainage; Dual occupancies; Dwelling houses; Earthworks; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Neighbourhood shops; Places of public worship; Roads; Secondary dwellings; Semi-detached dwellings; Shop top housing; Studio dwellings; Veterinary hospitals

4 Prohibited

Any other development not specified in item 2 or 3

2.2 Minimum land dimensions for the erection of a dwelling house

Not applicable

2.3 Critical habitat

The land does not include or comprise a critical habitat.

Note: Critical habitat registers are kept by the National Parks and Wildlife Service under the *Threatened Species Conservation Act 1995* and the Department of Fisheries under the *Fisheries Management Act 1994*.

2.4 Conservation areas

The land is not within a conservation area.

2.5 Environmental Heritage

The land does not contain an item of environmental heritage under the protection of State Environmental Planning Policy (Sydney Region Growth Centres) 2006

3. Complying development

Complying development may or may not be carried out on the subject land under an Environmental Planning Policy. Council does not have sufficient information to determine the extent to which specific complying development may or may not be carried out.

4. Coastal protection

The subject land is not affected by the operation of Sections 38 or 39 of the *Coastal Protection Act, 1979*.

5. Mine subsidence

The subject land has not been proclaimed to be a mine subsidence district within the meaning of Section 15 of the *Mine Subsidence Compensation Act 1961*.

6. Road widening and road realignment

The subject land is not affected by road widening or road realignment under an environmental planning instrument.

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

7.1 Contaminated Lands Policy and Asbestos Policy (Schedule 6)

Council has adopted a Contaminated Lands Policy and an Asbestos Policy which may restrict development on the subject land.

The Land Contamination Policy applies when zoning or land use changes are proposed on land which has previously been used for certain purposes or has the potential to be affected by such purposes undertaken on nearby lands. The Asbestos Policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. Both policies should be considered in the context of relevant State legislation and guidelines.

Council's records may not be sufficient to determine all previous uses on the land, or determine activities that may have taken place on this land.

7.2 Other policies on hazard risk restrictions

Council has not adopted any other policies to restrict the development of the subject land by reason of the likelihood of landslip, bushfire, tidal inundation, subsidence or the occurrence of acid sulphate soils.

Note: Although Council has not adopted a specific policy to restrict development bushfire prone land, it is bound by state-wide bushfire legislation that may restrict development on the subject land. Additional information relating to bushfire prone land is provided at point 11 below.

7a. Flood related development controls information

The Flood Inundation maps prepared by Council are based on results of Engineering flood studies commissioned by Government authorities or Council. The information provided in this section is general advice based on Council's current adopted flood mapping. For more detailed flood information, please contact Council's Flooding Section and/or email Floodadvice@blacktown.nsw.gov.au

8. Land reserved for acquisition

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 makes provision for land included on the Land Reservation Acquisition Map to be acquired by a public authority.

9. Contributions plans

Council currently levies contributions under Section 7.11 of the *Environmental Planning & Assessment Act 1979* for facilities and services. The further development of the subject land may incur such contributions.

Contributions Plan No. 20 - Riverstone and Alex Avenue Precincts applies to the subject land.

9a. Biodiversity certified land

The land is biodiversity certified land as defined by Part 7AA of the *Threatened Species Conservation Act 1995*.

10. Biobanking agreements

The land is not subject to any biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995*.

11. Bushfire prone land

The Rural Fires and Environmental Assessment Legislation Amendment Act 2002, which came into force on 1 August 2002, introduced development provisions for bush fire prone land as shown on a Bush Fire Prone Land Map. "Bush fire prone land" is land that has been designated by the Commissioner of the NSW Rural Fire Service as being bush fire prone due to characteristics of vegetation and topography. The land the subject of this certificate has been identified on Council's Bush Fire Prone Land Map as being:

Bushfire - 100m buffer

On land that is bush fire prone, certain development may require further consideration under Section 4.14 or Section 4.46 of the *Environmental Planning & Assessment Act 1979* and under Section 100B of the *Rural Fires Act 1997*.

12. Property vegetation plans

The subject land is not affected by a property vegetation plan under the *Native Vegetation Act 2003*. The Blacktown local government area is excluded from the operation of the *Native Vegetation Act 2003* (refer Schedule 1 Part 3 of that Act).

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

No. Council has not been notified of any order made under the *Trees (Disputes Between Neighbours) Act 2006* in relation to the subject land.

14. Site compatibility certificates and conditions for seniors housing

Land to which this Certificate applies is not subject to the above.

15. Site compatibility certificates for infrastructure

Land to which this Certificate applies is not subject to the above.

16. Site compatibility certificates and conditions for affordable rental housing

Land to which this Certificate applies is not subject to the above.

17. Paper subdivision information

Not applicable

18. Site verification certificates

Council is not aware of any site verification certificate applying to the subject land.

Under the *Contaminated Land Management Act 1997* and *Contaminated Land Management Amendment Act 2008*

- (a) The land to which this certificate relates has not been declared to be significantly contaminated land at the date when the certificate was issued
- (b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued
- (c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued
- (d) The land to which this certificate relates is not subject to an ongoing maintenance order as at the date when the certificate was issued
- (e) The land to which this certificate relates is not the subject of a site audit statement provided to the Council.

19. Affected building notices and building product rectification orders

19.1 Affected building notices

Council is not aware of any affected building notice in force for the subject land.

19.2 Building product rectification orders

- (a) Council is not aware of any building product rectification order in force for the subject land.
- (b) Council is not aware of any notice of intention to make a building product rectification order being given for the subject land.

Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 2.1 of this Certificate, the following State Environmental Planning Policies may also affect the development on the subject land:

State Environmental Planning Policy (Housing) 2021

The principles of this policy include to enable development of diverse housing types, including purpose-built rental housing, encourage the development of housing that will meet the needs of housing that will meet the needs of low income, vulnerable and seniors and people with a disability, and ensure housing developments with reasonable level of amenity.

This policy is the consolidation of repealed policies including the Affordable Rental Housing SEPP (2009), Housing for Seniors SEPP (2004), SEPP No 21 Caravan Parks, SEPP 70 Affordable Housing.

Note that General savings provisions apply for the repealed instruments in accordance with Schedule 7 Savings and transitional provisions of Housing SEPP 2021.

State Environmental Planning Policy (Building Sustainability Index (BASIX) 2004

This policy aims to ensure consistency in the implementation of the BASIX scheme throughout the State by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

This policy is proposed to be repealed and consolidated into the draft Design and Place SEPP 2021 which is on exhibition until 28 February 2022.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This policy is also known as the Codes SEPP and includes a number of Codes that allow for certain types of development to be undertaken without the need for council approval as either Exempt Development or approved under a fast track system known as Complying Development, if the relevant standards are met.

State Environmental Planning Policy No 65 - Design Quality of Apartments

This policy aims to improve the design quality of residential apartment development through the application of 9 design quality principles. The policy also provides requirements for a constituted design review panel to provide independent expert advice to council on the merit of residential flat

developments. A design review panel is not mandatory.

This policy is proposed to be repealed and consolidated into the draft Design and Place SEPP 2021 which is on exhibition until 28 February 2022.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

The SEPP contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application.
- the land use planning and assessment framework for koala habitat.
- provisions which establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray.
- provisions seeking to protect and preserve bushland within public open space zones and reservations.
- provisions which aim to prohibit canal estate development.
- provisions to support the water quality objectives for the Sydney drinking water catchment.
- provisions to protect the environment of the Hawkesbury-Nepean River system.
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries.
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries.
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

State Environmental Planning Policy (Industry and Employment) 2021

This SEPP contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

State Environmental Planning Policy (Planning Systems) 2021

The Planning Systems SEPP:

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure.
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment.
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

State Environmental Planning Policy (Primary Production) 2021

This SEPP contains planning provisions:

- to manage primary production and rural development including supporting sustainable agriculture.
- for the protection of prime agricultural land of state and regional significance as well as regionally significant mining and extractive resources.

State Environmental Planning Policy (Precincts - Central River City) 2021

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this SEPP are located in the Central River City.

This city is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Precincts - Western Parkland City) 2021

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this SEPP are located in the Western Parkland City.

This city is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Resilience and Hazards) 2021

This SEPP contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the Coastal Management Act 2016.
- to manage hazardous and offensive development.
- which provides a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

State Environmental Planning Policy (Resources and Energy) 2021

This SEPP contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW.
- which aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area by identifying land which contains extractive material of regional significance.

State Environmental Planning Policy (Transport and Infrastructure) 2021

This SEPP contains planning provisions:

- for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery.
 - for child-care centres, schools, TAFEs and Universities.
- planning controls and reserves land for the protection of three corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line).
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

Attachment 2 – Proposed rezoning

There are no proposed zonings for this land

End of Certificate

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations/Benefits

- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

We are instructed to reply the requisitions on title as follows:

1. Noted.
2. Not to the Vendor's knowledge.
- 3(a)-(f). The Vendor relies on the Contract.
4. The Vendor is not aware.
- 5.(a)&(b) The Vendor is not aware.

6. Noted.
7. Noted.
8. Not to the Vendor's knowledge.
9. The Vendor relies on the Contract.
10. Not to the Vendor's knowledge.

11. Noted.
12. The Vendor relies on the Contract.
13. Noted.

14. Noted.
15. No.
- 16(a)-(e). The Vendor relies on the Contract.
- 17(a)&(b). As to the Vendor no, as to predecessors in title he is unaware.
- 18(a)-(f). The Vendor relies on the Contract.
- 19(a)-(e). The Purchasers should reply on their own enquiries.

- 20.(a)&(b) Not to the Vendor's knowledge.
- 21(a)-(c). The Purchasers should reply on their own enquiries.
- 22.(a)-(f) The Purchasers should reply on their own enquiries.
- 23(a)-(c). The Vendor relies on the Contract.
24. Not to the Vendor's knowledge.

25. Noted.

26. Noted.

27. Noted.

28. Noted.

29. Noted.

30. Noted.

31. No.

32. Noted.