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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**New Vision Real Estate** **Suite 405.7, 29-31 Solent Circuit, Norwest NSW 2153** **Email: chris@newvisionre.com.au**	**Phone: 1300 597 308** **Ref: Chris Brown**
co-agent		
vendor	**Johanna Read-Falzon** **34 Gooden Drive, Baulkham Hills NSW 2153**	
vendor's solicitor	FLASH conveyancing **PO Box 628, Riverstone NSW 2765** **info@flashconveyancing.com.au**	**Phone: 02 8883 4987** **Fax: 02 8583 3032** **Ref: RN:JSO:212403**
date for completion	**42nd day after the date of this contract** (clause 15)	
land (address, plan details and title reference)	**7 Bovis Place, Rooty Hill NSW 2766** **Lot 29 in Deposited Plan 717574** **Folio Identifier 29/717574**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ blinds	☒ dishwasher	☒ light fittings	☒ stove
	☒ built-in wardrobes	☒ fixed floor coverings	☐ range hood	☐ pool equipment
	☒ clothes line	☒ insect screens	☐ solar panels	☒ TV antenna
	☒ curtains	☒ other: Air Conditioner		

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**

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Choices

Vendor agrees to accept a ***deposit-bond*** (clause 3)	☐ NO	☐ yes
Nominated *Electronic Lodgement Network* (ELN) (clause 30):	PEXA	
Electronic transaction (clause 30)	☐ no	☒ YES

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

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

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

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

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

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

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

***GSTRW payment* (residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 disclosure statement - off-the-plan contract
- ☐ 58 other document relevant to off-the-plan contract

Other

- ☐ 59

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

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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.

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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.

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

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.

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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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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*.

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2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

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6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

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

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

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

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either –

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

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

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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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*.

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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*.

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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.

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18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

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

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

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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 *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 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.

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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

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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 earnt 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

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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.

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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;

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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*.

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

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.*

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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.

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Section 66W certificate

I, _____ of _____,
Licensed Conveyancer/Solicitor, certify as follows:

1. I am a Licensed Conveyancer/Solicitor currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **7 Bovis Place, Rooty Hill NSW 2766** from **Johanna Read-Falzon** as vendor to _____ as purchaser in order that there is no cooling off period in relation to that contract;
3. I do not act for **Johanna Read-Falzon** and am not employed in the legal practice of a Licensed Conveyancer/solicitor acting for **Johanna Read-Falzon** nor am I a member or employee of a firm of which a Licensed Conveyancer/solicitor acting for **Johanna Read-Falzon** is a member or employee; and
4. I have explained to _____**:**
   (a) The effect of the contract for the purchase of that property;
   (b) The nature of this certificate; and
   (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

Signed:_____

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

BETWEEN
Johanna Read-Falzon (Vendor)
And

(Purchaser)

33. Amendments to standard form of contract

33.1 Clause 7.1.1 – replace '5%' to '2.5%'

33.2 Clause 14.4.2 is deleted.

33.3 Clause 16.7 – delete words 'by cash (up to $2,000)'.

33.4 Clause 16.12 – delete the words 'but the vendor must pay the purchasers' additional expenses, including any agency or mortgage fee'.

33.5 Clause 18 – add 18.8 'The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property';

33.6 Clause 23.6.1 – replace 'even if it is payable by instalments' to 'however should it be payable in instalments, the Vendor shall be liable only for instalments payable prior to the Completion date which shall be adjusted on a pro rata basis'.

33.7 Clause 23.13 – replace '7 days' to '3 days'.

33.8 Clause 23.14 replace '7 days' to '3 days'.

33.9 Clause 25.1.1 – delete the words 'limited or'.

33.10 Clause 25.7 is deleted.

33.11 Clause 29 is deleted.

33.12 Clause 30.1.2 is deleted.

33.13 Clause 31.4 - replace '7 days' to '3 days'.

34. SPECIAL CONDITIONS TO PREVAIL

In the event of any conflict between these Special Conditions and the printed form of Contract, the Special Conditions shall prevail.

35. CONDITION OF PROPERTY/INCLUSIONS

The Purchaser acknowledges that they are purchasing the property and its inclusions in its present condition and state of repair subject to fair wear and tear and the Vendor shall not be responsible for any loss, mechanical breakdown or reasonable wear and tear occurring after the date of this Contract.

36. WARRANTY

36.1 The Purchaser acknowledges that they have not relied upon any warranty, representation or statement in relation to the property, or to the neighbourhood in which the property is situated or any event which may or may not have taken place at the property, made by the Vendor, agent or representative of the Vendor and the Purchaser acknowledges that the entire agreement between the parties comprises within this Contract.

36.2 The Purchaser acknowledges that they have inspected the property and any improvements and they rely entirely upon their own enquiries and inspections.

The purchaser acknowledges that they are purchasing the property:

(a) In its present condition and state of repair;
(b) Subject to all defects latent and patent;
(c) Subject to any infestations and dilapidation;
(d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

37. RELEASE OF DEPOSIT

In the event that the Vendor is purchasing another property or renting another property, the Purchaser agrees to release the deposit or so much of the deposit as may be required for use by the Vendor as a deposit or payment of stamp duty on the Vendors purchase or release so much as required as bond and/or rent on their new rental or any monies required associated with the vendor entering into a Retirement village contract/lease.

The Vendor warrants that upon release of the deposit, that such a deposit will be paid only to the trust account of a Real Estate Agent or a Licensed Conveyancer/Solicitor and/or Revenue NSW and shall not be further released without the consent of the Purchaser.

38. DEATH, INCAPACITY AND BANKRUPTCY

Should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then the other party may rescind this Contract by notice in

writing forwarded to the other party and thereupon this Contract shall be at an end and the provisions of clause 19 shall apply.

39. AGENT

The Purchaser warrants that they were not introduced to the Vendor or the property by any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the Vendors agent, if any, referred to in this contract. The Purchaser agrees that they will at all times indemnify and keep indemnified the Vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the Purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, not withstanding completion.

40. REQUISITIONS

The form of requisitions to be served by the Purchaser under clause 5.1 shall be in the form of requisitions attached to this Contract and no other.

41. TRANSFER

Despite clause 4, the particulars of title disclosed in this contract are sufficient for the Purchaser to prepare the transfer and the Purchaser shall not request the Vendor to provide any statement of title.

42. LATE COMPLETION

42.1 If completion does not take place for any reason (other than the Vendors default) on or before the date specified by the Contract then in addition to any other right which the Vendor may have under this Contract or otherwise, the Purchaser will on completion pay to the Vendor a sum equal to the rate of 9% per annum calculated on the daily balances commencing on the date nominated for completion until and including the actual day of completion. The Purchaser acknowledges that this interest is a genuine pre-estimate of liquidated damages which will be deemed part of the balance of purchase money due and payable on completion as an essential term of this Contract.

42.2 If settlement of this matter does not take place at the time appointed by agreement of the parties due to default or failure on the part of the Purchaser or their mortgagee, then the Purchaser shall pay $165.00 being the estimated additional costs incurred by the Vendor.

42.3 The purchaser agrees that it is reasonable to provide at least 3 business days notice to the vendor appointing the new completion date. The vendor may at their discretion agree to complete earlier than the required 3 business days should the vendor and/or their mortgagee be in a position to settle. For the avoidance of doubt, Special Condition 42.1 shall apply during this period.

43. NOTICE TO COMPLETE

43.1 For the purpose of Clause 15, the parties acknowledge that fourteen (14) days shall be sufficient notice in any Notice to Complete issued to make time of the essence of this Contract.

43.2 If the Purchaser does not complete this Contract through no fault of the Vendor which requires the Vendor to serve a Notice to Complete on the Purchaser, then the Purchaser will pay the Vendors Conveyancer an amount of $275.00 on completion to cover the Vendors additional legal fees for the issuing of such notice.

44. ADJUSTMENTS

The parties agree to adjust the usual outgoings and all amounts pursuant to this Contract on completion but if any amount is incorrectly adjusted or an error is made in such calculation at settlement the parties agree to rectify the error within seven (7) days of receipt of evidence of the error and a request for readjustment. This clause shall not merge on completion.

45. DEPOSIT

In the event that:

(a) The Purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and
(b) The Purchaser has paid a deposit of less than ten percent (10%) of the purchase price; and
(c) The Vendor terminates this contract

then the Vendor shall be entitled to recover from the Purchaser an amount equal to ten percent (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any remedies available to the Vendor herein contained or implied notwithstanding any rule of law of equity to the contrary. This special condition shall not merge on completion.

46. DEPOSIT BY INSTALMENTS

Notwithstanding any other provision of the Contract, if a cooling off period applies, then the deposit may be paid by two (2) instalments as follows:

a) An amount equivalent to 0.25% of the purchase price – on or before the making of the Contract;
b) The balance of the deposit – no later than 5:00pm on the last business day of the cooling off period (time being of the essence).

47. RESCHEDULING SETTLEMENT

In the event that the Purchaser requires settlement to be rescheduled after being booked through no fault of the Vendor, then the Purchaser shall pay on completion an amount of

$165.00 for each time settlement is rescheduled being the estimated additional costs incurred by the Vendor.

48. SETTLEMENT FIGURES

Settlement figures are to be submitted three (3) business days before completion. If the Purchaser fails to submit settlement figures to the Vendor in accordance with this clause then the Purchaser shall pay on completion an amount of $110.00 being additional costs incurred by the Vendor arising from the delay.

49. SEWERAGE DIAGRAMS

The Purchaser acknowledges that the sewerage diagrams annexed hereto are the only ones available at the date hereof and shall not make any requisition, objection, claim for compensation, delay completion, rescind or terminate this agreement in respect of or arising from the said sewerage diagrams.

50. APPROVALS

The Vendor discloses to the Purchaser that they did not undertake any additions/building work to the property and cannot answer for any predecessors in title and are not aware of any approvals, whether required or not from the local council, for any improvements erected/located on the property. The Purchaser agrees that they cannot make any objection, requisition or claim for compensation nor have any right of rescission or termination by reason only of the facts disclosed in this provision.

51. COVID19

For the benefit of both parties, should either party:

(a) Contract the Covid-19 virus;
(b) be placed in isolation in the property;
(c) directed to self-isolate in the property; or
(d) need to care for an immediate member of their household or family in the property who is directly affected by matters (a)-(c) above,

then the parties agree that the following provisions shall apply:

1. The other party cannot issue a Notice to Complete on that party until such time that the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
2. The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
3. Completion shall take place within seven (7) days from the date from which the party is permitted to leave the property.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 29/717574

SEARCH DATE	TIME	EDITION NO	DATE
19/2/2021	4:48 PM	9	18/12/2019

LAND

LOT 29 IN DEPOSITED PLAN 717574
AT ROOTY HILL
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF ROOTY HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM DP717574

FIRST SCHEDULE

JOHANNA READ-FALZON (TZ AP785119)

SECOND SCHEDULE (8 NOTIFICATIONS)

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1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 D930156 COVENANT AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
3 F206083 COVENANT AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
4 DP708091 EASEMENT TO DRAIN WATER APPURTENANT TO THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BENEFITED IN THE TITLE DIAGRAM
5 DP710020 EASEMENT TO DRAIN WATER APPURTENANT TO THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BENEFITED IN THE TITLE DIAGRAM
6 DP717574 EASEMENT TO DRAIN WATER AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
7 DP717574 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
8 DP717574 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. triSearch an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 19/02/2021 16:48:30

PLAN FORM 2

Plan Drawing only to appear in this space

*OFFICE USE ONLY

D. P. 717574

Registered: 28-10-1985

C.A.: No 6893 OF 23.9.1985

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U8260-83 #

Last Plan: D. P. 717009

PLAN OF SUBDIVISION OF LOT 26 IN D. P. 717009

Reduction Ratio 1 : 1000

Lengths are in metres.

Mun./Shire: City BLACKTOWN*

Locality: ROOTY HILL

Parish: ROOTY HILL

County: CUMBERLAND

~~This is sheet 1 of my plan in~~ ~~sheets~~

(Delete if inapplicable).

I, GORDON PATRICK WREN of W.G. HUNT, SUMNER & CO., 126 MARSDEN ST. PARRAMATTA. (DX.8215 PARRAMATTA) a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made *(1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on † 26th JUNE, 1985.

Signature ..... Surveyor registered under Surveyors Act, 1929, as amended.

Datum Line of Azimuth 'X' - 'Y'

*Strike out either (1) or (2). †Insert date of survey.

Panel for use only for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

IT IS INTENDED TO DEDICATE BOVIS PLACE 15 WIDE & VAR. AND PATHWAY 3 WIDE TO THE PUBLIC AS ROAD.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 - 1964 IT IS INTENDED TO CREATE:

1 EASEMENT TO DRAIN WATER - 1 WIDE

2 RESTRICTION AS TO USER

AND AS SET OUT IN THE ACCOMPANYING INSTRUMENT SIGNED BY THE COUNCIL CLERK.

SURVEYOR'S REFERENCE E631/16

Signatures and seals only.

The Common Seal of Bovis Homes Australia Pty. Ltd. was hereunto affixed in accordance with its Articles of Association in the presence of:

Corp Secretary

BOVIS HOMES AUST. PTY. LTD. Common Seal N.S.W.

DIRECTOR

Council Clerk's Certificate

I hereby certify that –

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

*(b) the requirements of section 349 of the †Metropolitan Water, Sewerage and Drainage Act, 1924, as amended. †Hunter District Water, Sewerage, and Drainage Act, 1938, as amended

have been complied with by the applicant in relation to the proposed subdivision & new road (†Insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. 6893

Date 23-9-1985

(Signature) ..... Council Clerk

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the area of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.

†Delete if inapplicable. Consent 03380 - 26/6/84 139/84/73

SCHEDULE OF P.M.'s PLACED

N°	DESCRIPTION	REFERENCE
(A)	P.M. D.H.'s & W.	136°08'30" - 3·4 & 11·55
(B)	P.M. D.H.'s & W.	136°08'30" - 3·4 & 11·55
(C)	P.M. D.H.'s & W.	185° 16' - 3·35 & 11·55
(D)	P.M. D.H.'s & W.	185° 16' - 3·4 & 11·55
(E)	P.M. D.H.'s & W.	237° 33' - 3·495 & 12·635
(F)	P.M. D.H.'s & W.	186° 54' - 3·4 & 21·54

SCHEDULE OF CURVED & SHORT LINES

N°	ARC	CHORD OR SHORT LINE	RADIUS
(1)	24·16	75° 29' 40"	23·685	35
(2)	17·845	107° 18' 00"	17·715	42·5
(3)	6·845	135° 01' 00"	6·76	12·5
(4)	8·12	166° 39' 40"	7·975	12·5
(5)	3·02	141° 08' 40"	3·01	12·5
(6)	8·145	115° 33' 00"	8	12·5
(7)	6·59	111° 59' 00"	6·515	12·5
(8)	14	120° 07' 00"	13·965	57·5
(9)	14·54	105° 54' 00"	14·5	57·5
(10)	3·4	96° 57' 00"	3·4	57·5
(11)	11·83	88° 29' 00"	11·8	50
(12)	11·96	75° 05' 00"	11·535	50
(13)	3·76	66° 19' 00"	3·76	50
(14)	15·72	55° 09' 00"	15·655	50
(15)		59° 51' 00"	3·915	---
(16)		91° 08' 00"	3·915	---
(17)		122° 26' 00"	3·915	---

(Q) COVENANT F 206083
(R) BENEFITED BY (M) & (N) REST. DN USER D.P. 710020
(S) COVT. D 930156 BENEFITED BY (M)(N) & (P)

(G) EASEMENT TO DRAIN WATER - 1 WIDE
(H) EASEMENT TO DRAIN WATER 1 WIDE VIDE D.P. 717009
(J) EASEMENT TO DRAIN WATER 1 WIDE VIDE D.P. 717009
(K) EASEMENT TO DRAIN WATER 1 WIDE VIDE D.P. 717009
(L) EASEMENT FOR UNDERGROUND MAINS 1 WIDE VIDE D.P. 717009
(M) EASEMENT TO DRAIN WATER 1 WIDE VIDE D.P. 710020
(N) EASEMENT TO DRAIN WATER 1 WIDE VIDE D.P. 710020
(P) EASEMENT TO DRAIN WATER 1 WIDE VIDE D.P. 708091

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 29th October, 1985

Req:R400453 /Doc:DP 0717574 P /Rev:08-Aug-1992 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 17:03 /Seq:1 of 1
© Office of the Registrar-General /Src:TRISEARCH /Ref:212403

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

Lengths are in metres (Sheet 1 of 4 Sheets)

PART 1

Plan: DP717574 Subdivision of Lot 26 in Plan 717009 covered by Council Clerk's Certificate No. 6893

Full name and address of proprietor of the land: Bovis Homes Australia Pty Limited of RMB 44A Old Windsor Rd Baulkham Hills.

1. Identity of Easement firstly referred to in abovementioned plan: Easement to drain water 1 wide

Schedule of Lots etc affected

Lots burdened	Lots benefited
28	27
29	27, 28
30	27, 28, 29
31	27, 28, 29, 30
32	27, 28, 29, 30, 31
33	27, 28, 29, 30, 31, 32

2. Identity of Restriction secondly referred to in abovementioned plan: Restriction as to user

Schedule of Lots etc affected

Lots burdened	Lots benefited
Every lot in the plan of subdivision except Lot 35	Every other lot in the plan of subdivision except Lot 35

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

Lengths are in metres (Sheet 3 of 4 Sheets)

PART 2

Plan: DP717574 Subdivision of Lot 26 in Plan 717009 covered by Council Clerk's Certificate No. 6893

(f) No sanitary convenience erected on each Lot burdened shall be detached or separated from any building erected thereon except where otherwise required by the responsible authority, in which event such sanitary convenience shall not be erected in a conspicuous place or position on the said lot and if the building or structure in which the said sanitary convenience is situate is visible from the street or streets to which the said Lot fronts then the same shall be suitably screened.

(g) No advertisement or boarding sign shall be displayed or erected on each lot burdened other than a sign advertising that the said Lot is for sale.

(h) No earth clay stone gravel soil sand or trees shall be removed excavated or carried away from the land hereby burdened except so far as may be reasonably necessary for the erection in accordance with the restriction on user herein contained of any building structure or swimming pool thereon or for any purposes incidental and/or ancillary thereto or for the safety of the occupants or the prospective occupants thereof.

(i) No fence shall be erected on the land hereby burdened to divide the same from adjoining land without the consent of Bovis Homes Australia Pty Limited but such consent shall not be withheld if such fence is erected without expense to Bovis Homes Australia Pty Limited and in favour of any person dealing with the registered proprietor for the time being of the land hereby burdened such consent shall be deemed to have been given in respect of every such fence for the time being erected provided however that this restriction in regard to fencing shall be binding on the registered proprietor of the land hereby burdened his executors administrators and assigns only during the ownership of the subject adjoining land by Bovis Homes Australia Pty Limited its successors and assigns other than purchasers on sale.

Name of authority empowered to release vary or modify the Easement firstly referred to in the abovementioned plan

The Council of the City of Blacktown without the consent of any other person or persons PROVIDED THAT any consent that may be given shall be made and done in all respects at the cost and expense of the person or persons requesting such consent.

FRAME 1

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 29th October, 1985

Req:R400454 /Doc:DP 0717574 B /Rev:11-Aug-1992 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 17:03 /Seq:1 of 2
© Office of the Registrar-General /Src:TRISEARCH /Ref:212403

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

Lengths are in metres (Sheet 2 of 4 Sheets)

PART 2

Plan: D.P. 717574 Subdivision of Lot 26 in Plan 717009 covered by Council Clerk's Certificate No. 6893

2. Terms of Restriction as to user secondly referred to in abovementioned plan

(a) No building shall be erected on the land hereby burdened with external walls of materials other than brick stone concrete glass timber weatherboard profile asbestos cement or any combination of the same PROVIDED THAT timber shall not be used in external walls except as in infill panels in conjunction with all or any of the other materials in this clause referred to and the proportion of timber so used in relation to the total external wall area shall not exceed twenty five per centum (25%) thereof PROVIDED FURTHER THAT

(i) weatherboard profile asbestos cement shall not be used in external walls except as gable ends AND

(ii) nothing in this restriction contained shall preclude or prohibit a building having an inner framework of its external walls constructed of timber or other materials with an external brick face or veneer.

(b) No building erected or permitted to remain on the land hereby burdened shall have a roof of corrugated iron or steel or tin or any combination thereof.

(c) No paling fence shall be erected on the land hereby burdened so as to be situated closer to the street than the house building line or building alignment as fixed from time to time by the Council of the City of Blacktown and any fences erected along the boundaries of the land hereby burdened which fence extends from the building alignment to the street frontage or along the street frontage shall not exceed 0.76 metres in height PROVIDED THAT as to what constitutes a paling fence shall be determined by that person having the power to release vary or modify these restrictions as hereinafter referred to and the decision of that person shall be final and binding on the registered proprietor for the time being of the land hereby burdened.

(d) Not more than one main building shall be erected on each Lot burdened and such building shall not be used or permitted to be used other than as a private residential dwelling.

(e) No garage or outbuilding shall be erected or permitted to remain on each lot burdened except until after or concurrently with the erection of any main building thereon.

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

Lengths are in metres (Sheet 4 of 4 Sheets)

PART 2

Plan: DP.717574 Subdivision of Lot 26 in Plan 717009 covered by Council Clerk's Certificate No. 6893

Name of Person empowered to release vary or modify the restriction as to user secondly referred to in the abovementioned plan

Bovis Homes Australia Pty Limited of RMB 44A Windsor Road, Baulkham Hills for such time as it remains the registered proprietor of any lot or part of any lot in this subdivision and thereafter by the person or persons in whom the legal estate in fee simple is for the time being vested in the land in the said subdivision (other than streets or other public areas) having a common boundary with the land burdened provided that any such release variation or modification shall if approved be made and done in all respects at the cost and expense of the person requesting such release variation or modification.

BOVIS HOMES AUST. PTY. LTD. Common Seal N.S.W.

The Common Seal of Bovis Homes Australia Pty Limited was hereunto affixed in accordance with its Articles of Association in the presence of

Council Clerk

Comp. Secretary

DIRECTOR

DP717574 28-10-1985

FRAME 2

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 29th October, 1985

Req:R400454 /Doc:DP 0717574 B /Rev:11-Aug-1992 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 17:03 /Seq:2 of 2
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Req:R400456 /Doc:DL D930156 /Rev:03-Apr-1997 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 17:03 /Seq:1 of 2
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R.P. 13.

New South Wales.

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900).

FEES :— £ s. d.
Lodgment ... : 15 :
Endorsement :
Certificate ... 1 : 10 :
Copy : 5 :
£ 2/10/-

D930156

(Trusts must not be disclosed in the transfer.)

PERMANENT TRUSTEE COMPANY OF NEW SOUTH WALES LIMITED 26.11.48

B 20 10 48 F

(herein called transferror) being registered as the proprietor of an estate in *fee simple*[a] in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of Two hundred pounds (£200.0.0) (the receipt whereof is hereby acknowledged) paid to it by GEORGE DAVID TILDEN of South Hurstville, Waterboard Inspector

(herein called transferree) do hereby transfer to the said transferree[b] ALL such its Estate and Interest in ALL THE land mentioned in the schedule following :—

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	ROOTY HILL	PART	5199	233	Being Lots 8 and 9 of Section 8 in Deposited Plan Number 8981

And the transferree ~~covenants with the transferror~~[e] for himself his executors administrators and assigns HEREBY for the benefit of the adjoining land being Lots 7 and 10 of Section 8 on Deposited Plan No. 8981 but only during the ownership thereof by the transferror and its assigns other than purchasers on sale COVENANTS with the transferror and its assigns that no fence shall be erected on the lands hereby transferred to divide it from such adjoining land without the consent of the Transferror or its assigns but such consent shall not be withheld if such fence is erected without expense to the Transferror or its assigns and in favour of any person dealing with the Transferree or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected AND this restriction may be released varied or modified by the owner or owners for the time being of such adjoining land.

ENCUMBRANCES, &c., REFERRED TO.

Reservations and conditions contained in the said Certificate of Title

Signed at Sydney the Sixteenth day of November 1948

THE COMMON SEAL of ~~THE~~ PERMANENT TRUSTEE COMPANY OF NEW SOUTH WALES LIMITED was hereunto affixed by Order of the Board of Directors of the said Company in the presence of two of such Directors whose signatures are set opposite hereto and also in the presence of :-

H. W. Pinson

J. R. Darvell

DIRECTORS.

Manager.

Transferror.

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

Signed in my presence by the transferree GEORGE DAVID TILDEN WHO IS PERSONALLY KNOWN TO ME

G. D. Tilden

Transferree.

Solr. Sydney

THIS SPACE TO BE LEFT FREE FROM NOTATION. NOT TO BE ALTERED BY ERASURE—See Footnote.

a If a less estate than "in *fee simple*," and make the required alteration.

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

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

d If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot see "" D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate for registered Vol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Acts, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure should be used.

f A very short note will suffice.

g If executed within the State this instrument should be signed or acknowledged by the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferror is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see page 2.

h Repeat attestation if necessary.

i If the Transferror 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."

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

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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.

K1165 12167 6.48 St 437—W

Req:R400456 /Doc:DL D930156 /Rev:03-Apr-1997 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 17:03 /Seq:2 of 2
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D930156

Perkins Stevenson 28112

LODGED BY PERKINS, STEVENSON & LINTON,
SOLICITORS, SYDNEY.

CONSENT OF MORTGAGEE.

I, mortgagee under Mortgage No. release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 19 . } *Mortgagee.*

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.[1]

Signed at the day of 19 .

Signed in the presence of— }

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

FORM OF DECLARATION BY ATTESTING WITNESS.[1]

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

[1] May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

INDEXED 29 ... BY CERTIFIED ...

MEMORANDUM OF TRANSFER of

Acres roods perches.

Lots 8+9 Sec 8 D.P. 8981

Beaconsfield Rd.

Shire ~~Municipality~~ of Blacktown

Parish County

Subject to Covenant

George David Tilden Transferree.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.
Cert with consent endorsed.	/	

Particulars entered in Register Book, Vol. 5199 Fol. 233

the 22nd day of December 1948.

at ~~minutes~~ 12 o'clock ~~in the~~

V. T. Wells

Registrar-General

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch...		
Received from Records...		
Draft written ...	[illegible]	17-12-48
Draft examined...	[illegible]	17/12
Diagram prepared		16/2
Diagram examined	[illegible]	16/2/49
Draft forwarded	[illegible]	16/2
Supt. of Engrossers	[illegible]	17/3
Cancellation Clerk	[illegible]	29/3/49
VOL. 5940 FOL. 211		
Diagram Fees ...		
Additional Folios		

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

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

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

Attention is specially directed to the provisions relating to the attestation of instruments executed by members of the Forces.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issuing upon a Transfer on sale for a consideration of not more than £1,000, and £1 5s. for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

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

T. H. TENNANT, GOVERNMENT PRINTER. St 437

Req:R400458 /Doc:DL F206083 /Rev:03-Apr-1997 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 17:03 /Seq:1 of 2
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REGISTRAR-GENERAL · NEW SOUTH WALES

~~26586~~ APR 26 10 23 1950 No. 37

New South Wales.

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

SOUTH WALES STAMP DUTY FIVE SHILLINGS STAMP DUTY

H 24 3 50 L

FEES:— £ s. d.
Lodgment ... 1/-
Endorsement... 1/-
Certificate ... 1/10-
Cost 1/-

1/10 20-7-50

(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 or blue-black non-copying ink.

I, PERMANENT TRUSTEE COMPANY OF NEW SOUTH WALES LIMITED (herein called transferor)

being registered as the proprietor of an estate in *fee simple*[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of One hundred and thirteen pounds and twopence (£113-0-2) (the receipt whereof is hereby acknowledged) paid to it by

RAYMOND MAX LAKE of Rooty Hill Carpenter (herein called transferee)

do hereby transfer to the said transferee[b] All such its Estate and Interest in ALL THE land mentioned in the schedule following:—

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

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

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

d If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Acts, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

f A very short note will suffice.

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	ROOTY HILL	PART	5199	233	Lot 7 of Section 8 D.P. No.8981

And the transferee ~~covenants with the transferor~~ for himself and his assigns hereby for the benefit of the adjoining land namely Lots 6,10,~~11~~,Deposited Plan No.8981 Section 8 but only during the ownership thereof by the vendor and its assigns other than purchases on sale COVENANTS with the vendor or its assigns that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the vendor or its assigns but such consent shall not be withheld if such fence is erected without expense to the vendor its assigns and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected and this restriction may be released varied or modified by the owner or owners for the time being of such adjoining land.

ENCUMBRANCES, &c., REFERRED TO.[f]

RESERVATION of Minerals
CONDITIONS as to Section 2
of the Mining Act of 1889

Signed at Sydney the fourteenth day of March 1950.

g If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

[g]Signed in my presence by the transferor WHO IS PERSONALLY KNOWN TO ME

[b]Signed The Common Seal of PERMANENT TRUSTEE COMPANY OF NEW SOUTH WALES LIMITED was hereunto affixed by Order of the Board of Directors of the said Company in the presence of two of such Directors whose signatures are set opposite hereto and also in the presence of

Manager.

Transferor.

h Repeat attestation if necessary.

i 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."

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

Solicitor

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

Transferee(s).

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

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

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration

THIS SPACE TO BE LEFT BLANK. NOT TO BE ALTERED BY ERASURE—See Form Note.

Req:R400458 /Doc:DL F206083 /Rev:03-Apr-1997 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 17:03 /Seq:2 of 2
© Office of the Registrar-General /Src:TRISEARCH /Ref:212403

LODGED BY

NO.

CONSENT OF MORTGAGEE.

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

I, F206083 *mortgagee under Mortgage No.* *release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.*

Dated at *this* *day of* 19 .

Signed in my presence by

who is personally known to me.

Mortgagee.

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at *the* *day of* 19 .

Signed in the presence of—

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

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.[k]

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

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

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.
P.	Subject to Covenant	1 2 3 4 5 6 7 — Received Docs. Nos. Receiving Clerk.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Checked by

Passed (in S.D.B.) by

Signed by

Particulars entered in Register Book, Volume 5199 Folio 033

the 26th day of May 19 50 at minutes past 12 o'clock ~~in the~~ noon.

Registrar-General.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		22/5/50
Draft written		22/5/50
Draft examined		7.6.50.
Diagram prepared		
Diagram examined		8/6
Draft forwarded		8/6
Supt. of Engrossers		
Cancellation Clerk		20/6/50

VOL. 6174 FOL. 42

K.1169 St.437—W

EXECUTION OUTSIDE NEW SOUTH WALES.

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

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

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

The fees are :—Upon lodgment (a) 15/–, if accompanied by the relevant title or evidence of production thereof, (b) £1 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable :—(a) 5/– for each additional Certificate included in the Transfer, (b) £1-10-0 for each new Certificate of Title issued, (c) 5/–where the Transfer contains covenant purporting to affect the user of any land, (d) 10/– where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 2/6 where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/6 for each additional folio where the Certificate exceeds ten folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

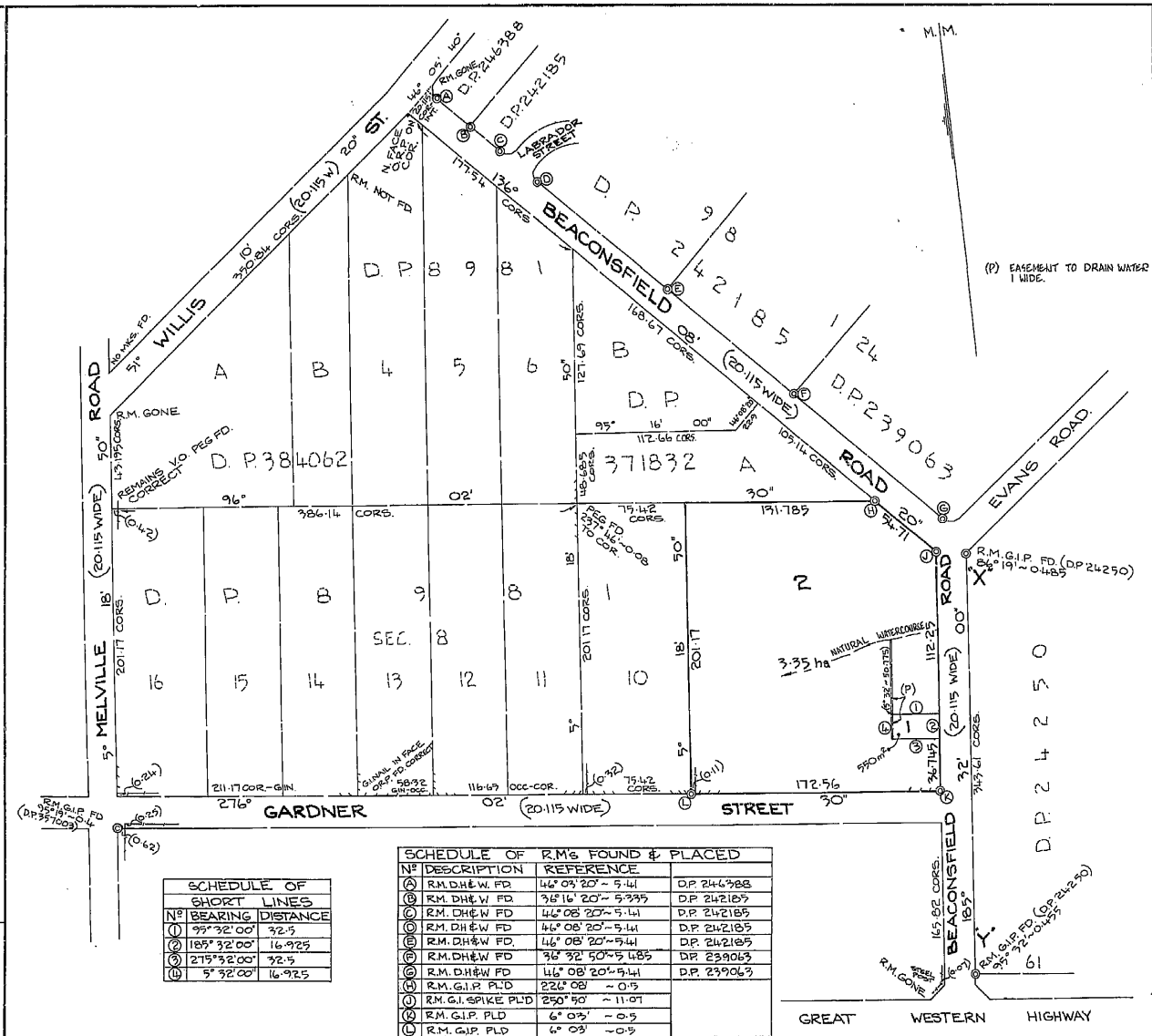
Tenants in common must receive separate Certificates.

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

PLAN FORM 2 — Plan Drawing only to appear in this space — * OFFICE USE ONLY

Signatures and seals only.

M. Kuczynski



SCHEDULE OF SHORT LINES		
Nº	BEARING	DISTANCE
(1)	95° 32' 00"	32.5
(2)	185° 32' 00"	16.925
(3)	275° 32' 00"	32.5
(4)	5° 32' 00"	16.925

SCHEDULE OF R.M's FOUND & PLACED			
Nº	DESCRIPTION	REFERENCE	
(A)	R.M. D.H&W. FD	46° 03' 20" ~ 5.41	D.P. 246388
(B)	R.M. DH&W FD	36° 16' 20" ~ 5.335	D.P. 242185
(C)	R.M. DH&W FD	46° 08' 20" ~ 5.41	D.P. 242185
(D)	R.M. DH&W FD	46° 08' 20" ~ 5.41	D.P. 242185
(E)	R.M. DH&W FD.	46° 08' 20" ~ 5.41	D.P. 242185
(F)	R.M. DH&W FD	36° 32' 50" ~ 5.485	D.P. 239063
(G)	R.M. D.H&W FD	46° 08' 20" ~ 5.41	D.P. 239063
(H)	R.M. G.I.P. PLD	226° 08' ~ 0.5	
(J)	R.M. G.I. SPIKE PLD	250° 50' ~ 11.07	
(K)	R.M. G.I.P. PLD	6° 03' ~ 0.5	
(L)	R.M. G.I.P. PLD	6° 03' ~ 0.5	

Council Clerk's Certificate

I hereby certify that –

(a) the requirements of the Local Government Act, 1919 [other than the requirements for the registration of plans], and

*(b) the requirements of section 348 of the †Metropolitan Water, Sewerage and Drainage Act, 1924, as amended. †Hunter District Water, Sewerage, and Drainage Act, 1938, as amended

have been complied with by the applicant in relation to the proposed Subdivision ([Insert "new road", "subdivision" or "consolidated lot"] set out herein

Subdivision No. 6769

Date 10-9-1984

(Signature) Council Clerk

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the area of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board. Consent 3249

†Delete if inapplicable. 24/4/1984 139/84/43

M.P.D.

D.P. 708091

Registered: 30.10.1984.

C.A.: Nº 6769 OF 10-9-1984

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U 8260-83*

Last Plan: D. P. 8981

PLAN SUBDIVISION OF LOTS 8 & 9 SEC. 8 IN D.P. 8981

Reduction Ratio 1: 2000 Lengths are in metres.

Mun./Shire City: BLACKTOWN

Locality: ROOTY HILL

Parish: ROOTY HILL

County: CUMBERLAND

This is sheet 1 of my plan in sheets. (Delete if inapplicable)

I, GORDON PATRICK WREN of W.G. HUNT, SUNTER & CO. - 124 MACQUEEN ST. PARRAMATTA D.P.O. BOX 5 PARRAMATTA a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made *(1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on † 24th AUGUST, 1984

Signature

Surveyor registered under Surveyors Act, 1929, as amended. Datum line of Azimuth "X" — "Y". *Strike out either (1) or (2). †Insert date of survey.

Panel for use only for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919-64 IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 1 WIDE.
2. RESTRICTION AS TO USER.

AND AS SET OUT IN THE ACCOMPANYING INSTRUMENT SIGNED BY THE COUNCIL CLERK.

Table of mm: 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYOR'S REFERENCE: E.691/13

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this day.

31st October, 1984

© Office of the Registrar-General /Src:TRISEARCH /Ref:212403 Req:R400460 /Doc:DP 0708091 P /Rev:23-Jun-1992 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 17:03 /Seq:1 of 1

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

(Sheet 1 of 2 sheets)

Lengthsare in metres

Plan: DP708091

PART 1

Subdivision of Lots 8 & 9 Section 8 in D.P.8981 covered by Council Clerk's Certificate No. 6769

Full Name and Address of Proprietor of Land — Martha Bernadine Kuczynski of Lot 8 Beaconsfield Road, Rooty Hill.

1. Identity of easement firstly referred to in the abovementioned plan — Easement to drain water 1 wide.

Schedule of Lots etc Affected

Lots Burdened	Lot, Name of Road or Authority Benefited
1	2
2	1

2. Identity of Restrictions Secondly referred to in the abovementioned plan — Restriction as to User.

Schedule of Lots etc Affected

Lots Burdened	Lots Benefited
1	2

PART 2

1. Terms of restriction as to user secondly referred to in the abovementioned Plan

(a) No building shall be erected on the land hereby burdened with external walls of materials other than brick stone concrete glass timber weatherboard profile asbestos cement or any combination of the same PROVIDED THAT timber shall not be used in external walls except as in infill panels in conjunction with all or any of the other materials in this clause referred to and the proportion of timber so used in relation to the total external wall area shall not exceed twenty-five per centum (25%) thereof PROVIDED FURTHER THAT

(i) weatherboard profile asbestos cement shall not be used in external walls except as gable ends AND

(ii) nothing in this restriction contained shall preclude or prohibit a building having an inner framework of its external walls constructed of timber or other materials with an external brick face or veneer.

(b) No building erected or permitted to remain on the land hereby burdened shall have a roof of corrugated iron or steel or tin or any combination thereof.

M. Kuczynski

Council Clerk

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

(Sheet 2 of 2 Sheets)

Plan: D.P. 708091

Subdivision of Lots 8 & 9 Section 8 in D.P. 8981 covered by Council Clerk's Certificate No. 6769

(c) No paling fence shall be erected on the land hereby burdened so as to be situated closer to the street than the house building line or building alignment as fixed from time to time by the Council of the City of Blacktown and any fences erected along the boundaries of the land hereby burdened which fence extends from the building alignment to the street frontage or along the street frontage shall not exceed 0.76 metres in height PROVIDED THAT as to what constitutes a paling fence shall be determined by that person having the power to release vary or modify these restrictions as hereinafter referred to and the decision of that person shall be final and binding on the registered proprietor for the time being of the land hereby burdened.

Name of person empowered to release vary or modify the restrictions as to user secondly referred to in the abovemention plan

Bovis Homes Australia Pty Limited of RMB 44A Windsor Road, Baulkham Hills for such time as it remains the registered proprietor of any lot or part of any lot in this subdivision and thereafter by the person or persons in whom the legal estate in fee simple is for the time being vested in the land in the said subdivision (other than streets or other public areas) having a common boundary with the land burdened provided that any such release variation or modification shall if approved be made and done in all respects at the cost and expense of the person requesting such release variation or modification.

Signed in my presence by MARTHA BERNADINE KUCZYNSKI who is personally known to me:

M. Kuczynski

Signature of Witness

CHRISTIAN TEDDY WILFERT
Name of Witness (BLOCK LETTERS)

MANAGING LAW CLERK
Qualification of Witness
9 GEORGE STREET PARRAMATTA.

Council Clerk.

INSTRUMENT SETTING OUT INTERESTS CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919, LODGED WITH DP708091 30.10.1984

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this day.

31st October, 1984

Req:R400462 /Doc:DP 0708091 B /Rev:27-Aug-1992 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 17:03 /Seq:1 of 1
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PLAN FORM 2

Plan Drawing only to appear in this space

* OFFICE USE ONLY

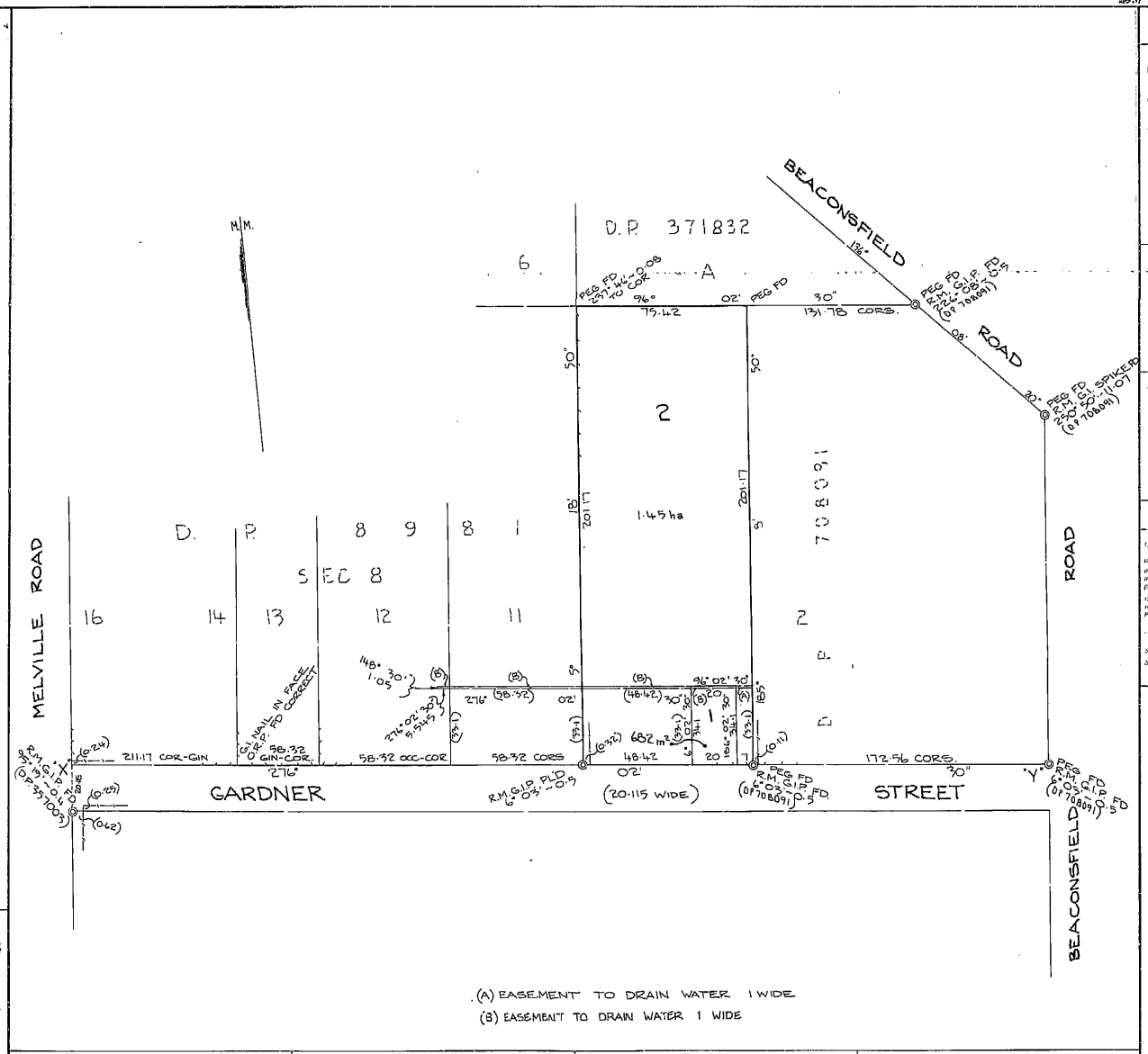
Signatures and seals only.

BOVIS HOMES AUSTRALIA PTY. LTD. Common Seal N.S.W.

THE COMMON SEAL OF THE COUNCIL OF THE CITY OF BLACKTOWN WAS AFFIXED HERETO THIS 14TH DAY JANUARY 1985, PURSUANT TO A RESOLUTION OF COUNCIL PASSED AT ITS ORDINARY MEETING DATED 5TH NOVEMBER 1980

MAYOR

Dep. TOWN CLERK



(A) EASEMENT TO DRAIN WATER 1 WIDE

(B) EASEMENT TO DRAIN WATER 1 WIDE

Council Clerk's Certificate

I hereby certify that –

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

*(b) the requirements of section 348 of the Metropolitan Water, Sewerage and Drainage Act, 1924, as amended. Hunter District Water, Sewerage, and Drainage Act, 1938, as amended

have been complied with by the applicant in relation to the proposed SUBDIVISION (Insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. 6798

Date 26-11-84

(Signature) Council Clerk

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board. Consent 03250

†Delete if inapplicable. 24-4-84 139/84/44

D P 710020

Registered: 4-2-1985 BG

C.A.: No. 6798 of 26-11-1984

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U8260-83 #

Last Plan: DP 8981

PLAN OF SUBDIVISION OF LOT 10 SEC. 8 IN D.P. 8981

Reduction Ratio 1: 1250

Lengths are in metres

~~Mun./Shire~~ City: BLACKTOWN

Locality: ROOTY HILL

Parish: ROOTY HILL

County: CUMBERLAND

~~This is sheet 1 of my plan in ... sheets.~~ (Delete if inapplicable).

I, GORDON PATRICK WREN of W.G. HUNT SUNTER & CO - 126 MARSDEN STREET - PARRAMATTA - (DX 8215 P'MATTA) a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made ~~[illegible]~~ (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 14th SEPT. 1984

Signature

Surveyor registered under Surveyors Act, 1929, as amended. Datum Line of Azimuth. 'X' - 'Y'

*Strike out either (1) or (2). †Insert date of survey.

Panel for use only for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 1 WIDE.
2. EASEMENT TO DRAIN WATER 1 WIDE.
3. RESTRICTION AS TO USER.

AND AS SET OUT IN THE ACCOMPANYING INSTRUMENT SIGNED BY THE COUNCIL CLERK.

Table of mm

M.P.D.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYOR'S REFERENCE: E631/14

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

Date 4th February, 1985

Req:R400465 /Doc:DP 0710020 P /Rev:13-Jun-1992 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 17:03 /Seq:1 of 1
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INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

(Sheet 1 of 2 sheets)

Lengths are in metres

Plan:
D.P710020

PART 1
Subdivision of Lot 10 Section 8 in D.P. 8981 covered by Council Clerk's Certificate No.

Full Name and Address of Proprietor of Land
Otto Rannaste of Lot 10 Gardner Street, Rooty Hill.

1. Identity of easement firstly referred to in the abovementioned plan
Easement to drain water 1 wide.

Schedule of Lots etc Affected

Lots Burdened	Lot, Name of Road or Authority Benefited
2	Lot 2 in D.P.708091 Identifier 2/708091

2. Identity of Easement Secondly referred to in the abovementioned plan
Easement to drain water 1 wide.

Schedule of Lots etc Affected

Lots Burdened	Lot, Name of Road or Authority Benefited
1	2, Lot 2 in D.P.708091 Identifier 2/708091
2	1, Lot 2 in D.P.708091 Identifier 2/708091
Lot 11 in section 8 in D.P. 8981 Certificate of Title Vol.6406 Fol.169	1,2,Lot 2 in D.P.708091 Identifier 2/708091
Lot 12 in section 8 in D.P.8981 Certificate of Title Vol.6702 Fol.21	1,2,Lot 2 in D.P.708091 Identifer 2/708091 Lot 11 in section 8 in DP.8981 Certificate of Title Vol.6406 Fol.169.

3. Identity of Restrictions Thirdly referred to in the abovementioned plan
Restrictions as to User.

Council Clerk

D.P.710020

FRAME 2

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

Date 4th February, 1985

Req:R4004467 /Doc:DP 0710020 B /Rev:11-Aug-1992 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 17:03 /Seq:1 of 2
© Office of the Registrar-General /Src:TRISEARCH /Ref:212403

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

(Sheet 2 of 2 Sheets)

Plan: D.P.710020

Subdivision of Lot 10 Section 8 in D.P.8981 covered by Council Clerk's Certificate No.

Schedule of Lots, etc Affected

Lots Burdened	Lot, Name of Road or Authority Benefited
1	2
2	1

PART 2

1. Terms of restriction as to user thirdly referred to in the abovementioned Plan

(a) No paling fence shall be erected on the land hereby burdened so as to be situated closer to the street than the house building line or building alignment as fixed from time to time by the Council of the City of Blacktown and any fences erected along the boundaries of the land hereby burdened which fence extends from the building alignment to the street frontage or along the street frontage shall not exceed 0.76 metres in height PROVIDED THAT as to what consitutes a paling fence shall be determined by that person having the power to release vary or modify these restrictions as hereinafter referred to and the decision of that person shall be final and binding on the registered proprietor for the time being of the land hereby burdened.

Name of authority empowered to release vary or modify Easement firstly and secondly referred to in the abovementioned plan

Blacktown City Council.

Name of person empowered to release vary or modify the restrictions as to user thirdly referred to in the abovementioned plan

Bovis Homes Australia Pty Limited of RMB44A Windsor Road, Baulkham Hills for such time as it remains the registered proprietor of any lot or part of any lot in this subdivision and thereafter by the person or persons in whom the legal estate in fee simple is for the time being vested in the land in the said subdivision (other than streets or other public areas) having a common boundary with the land burdened provided that any such release variation or modification shall if approved be made and done in all respects at the cost and expense of the person requesting such release variation or modification.

INSTRUMENT SETTING OUT INTERESTS CREATED
Pursuant to SECTION 88B CONVEYANCING ACT,
1919, LODGED WITH DP710020 on 1-2-1985

Signed in my presence by OTTO RANNASTE who is personally known to me:

Signature of Witness

Name of Witness (BLOCK LETTERS)

Qualification of Witness

Council Clerk.

The Common Seal of Bovis Homes Australia Pty. Ltd. was hereunto affixed in accordance with its Articles of Association in the presence of:

THE COMMON SEAL OF THE COUNCIL OF BLACKTOWN WAS AFFIXED HERETO THIS 14TH DAY OF JANUARY 1985 PURSUANT TO A RESOLUTION OF COUNCIL PASSED AT AN ORDINARY MEETING DATED 6TH NOVEMBER 1980.

MAYOR

TOWN CLERK

BOVIS HOMES AUSTRALIA PTY. LTD. Common Seal N.S.W.

FRAME 1

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

Date 4th February, 1985

Req:R4004467 /Doc:DP 0710020 B /Rev:11-Aug-1992 /NSW LRS /Pgs:ALL /Prt:23-Feb-2021 17:03 /Seq:2 of 2
© Office of the Registrar-General /Src:TRISEARCH /Ref:212403

Applicant Details

Your reference 212403

FLASH CONVEYANCING
PO BOX 628
RIVERSTONE NSW 2765

Certificate Details

Certificate no. PL2021/02869 **Fee: $53.00**

Date issued 22 February 2021 **Urgency fee: N/A**

Receipt no. ePay Ref 124734

Property information

Property ID 181886 **Land ID** 181886

Legal description LOT 29 DP 717574

Address 7 BOVIS PLACE ROOTY HILL NSW 2766

County CUMBERLAND **Parish** ROOTYHILL

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.

---

1. Names of relevant planning instruments and development control plans

1.1 Environmental Planning Instrument

Blacktown Local Environmental Plan 2015 applies to the subject land.

1.2 Proposed Local Environmental Plans

Not applicable.

1.3 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

Council is not aware of any proposed State Environmental Planning Policy that is or has been the subject of community consultation or on public exhibition under the Act, applying to the subject land.

1.5 Development control plans

Blacktown Development Control Plan 2015 applies to the subject land.

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

Under *Blacktown Local Environmental Plan 2015,* the land is zoned:

Zone R2 Low Density Residential

The following is an extract from Blacktown Local Environmental Plan 2015 outlining the types of development that may or may not be carried out in the above zone

1 Objectives of zone

- *To provide for the housing needs of the community within a low density residential environment.*
- *To enable other land uses that provide facilities or services to meet the day to day needs of residents.*
- *To enable certain activities to be carried out within the zone that do not adversely affect the amenity of the neighbourhood.*

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Respite day care centres; Roads; Seniors housing; Tank-based aquaculture; Veterinary hospitals; Water reticulation systems

4 Prohibited

Any 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 Blacktown Local Environmental Plan 2015

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

There are currently no mainstream or backwater flood-related development controls adopted by Council that apply to the land subject to this Certificate

8. Land reserved for acquisition

Blacktown Local Environmental Plan 2015 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. 1 - 1980s Release Areas applies to the subject land.

9a. Biodiversity certified land

The land is not 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:

Clear of any bush fire prone land

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 development on the subject land.

SEPP (Affordable Rental Housing) 2009

This policy aims to facilitate the increased supply and diversity of affordable rental and social housing in NSW and covers housing types including in-fill affordable housing, along with secondary dwellings (granny flats), boarding houses, group homes, social housing and supportive accommodation. Part 3 of the policy provides for the retention of existing affordable rental housing stock. Development applications to demolish, alter or add, change the use of, or strata subdivide existing low cost rental dwellings may require a contribution towards the provision of alternative affordable housing.

SEPP (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.

SEPP (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.

SEPP (Sydney Region Growth Centres) 2006

This policy provides for the coordinated release of land for residential, employment and other urban development in the North West Growth Centre, the South West Growth Centre and the Wilton Growth Area. It provides development controls to enable the establishment of vibrant, sustainable and liveable neighbourhoods that provide for community well-being and high quality local amenity.

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

This policy is also known as Seniors Housing SEPP and encourages the development of high quality and well-designed housing for older people and people with disabilities, while ensuring that it is in keeping with neighbourhood character. In October 2018, an amendment was made to change some

rules for site compatibility certificates and to make the relevant planning panel the determining authority for site compatibility certificates issued under the Seniors Housing SEPP.

SEPP (Infrastructure) 2007

This policy assists the NSW Government, private infrastructure providers, local councils and the communities they support by simplifying the process for providing infrastructure like hospitals, roads, railways, emergency services, water supply and electricity delivery, while ensuring appropriate levels of environmental assessment and consultation are undertaken. Recent changes introduce new provisions for correctional services, emergency and police services facilities and bushfire hazard reduction, ports and roads infrastructure, including facilities for electric vehicles, and other operational and housekeeping improvements.

SEPP (Miscellaneous Consent Provisions) 2007

This policy contains provisions for the erection of temporary structures, subdivision, the demolition of a building or work, certain change of use and fire alarm communication links.

SEPP (State Significant Precincts) 2005

The purpose of this Policy is to facilitate the development, redevelopment or protection of important urban, coastal and regional sites of economic, environmental or social significance to the State so as to facilitate the orderly use, development or conservation of those State significant precincts for the benefit of the State. It also aims to facilitate service delivery outcomes for a range of public services and to provide for the development of major sites for a public purpose or redevelopment of major sites no longer appropriate or suitable for public purposes.

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

This policy is also known as the Mining SEPP and governs the way that mining, petroleum production and extractive material resource proposals are assessed and developed in NSW.

SEPP No 1 - Development Standards

This policy provides flexibility in the application of development standards and allows Council to approve a development that does not comply with a development standard where it can be shown that the development standard is unreasonable or unnecessary.

SEPP No 19 - Bushland in Urban Areas

This policy protects and preserves bushland within urban areas because of its natural heritage, its aesthetic value and its value for recreational, educational or scientific purposes. The policy aims to protect bushland areas in public open space zones and reservations and ensures that bushland

preservation is given priority when local environmental plans are prepared.

SEPP No 21 - Caravan Parks

This policy applies to development for the purpose of caravan parks and camping grounds. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long term sites in existing caravan parks. It also requires that development consent be obtained from Council for the subdivision of land for lease purposes under the Local Government Act.

SEPP No. 30 - Intensive Agriculture
Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning control over this export-driven rural industry. The policy does not alter if, and where, such development is permitted, or the functions of the consent authority.

SEPP No. 32 - Urban Consolidation
States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used, and encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy. Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

SEPP No 33 - Hazardous and Offensive Development

This policy applies to development defined as ‘potentially hazardous industry’ or ‘potentially offensive industry’. The policy ensures that in determining whether a development is a hazardous or offensive industry, any measures proposed to be employed to reduce the impact of the development are taken into account.

SEPP No 55 - Remediation of Land

This policy promotes the remediation of contaminated land for the purpose of reducing risk of harm to human health. The policy includes considerations that are relevant in rezoning land and in determining development applications where remediation of land is required.

SEPP No. 62 - Sustainable Aquaculture
Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identity and categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

SEPP No 64 - Advertising and Signage

This policy sets out planning controls for advertising and signage in NSW and requires signage to be compatible with the future character of an area, provide effective communication in suitable locations and be of high quality design and finish. The policy also bans advertisements on parked trailers on roads, road shoulders, footpaths and nature strips, excluding advertising associated with the primary use of the trailer.

SEPP No 65 - Design Quality of Residential Apartment Development

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.

Sydney Regional Environmental Plan No 30 - St Marys

This plan provides the planning framework for the planning and development of land known as Australian Defence Industries (ADI) site at St Marys.

SEPP (Western Sydney Employment Area) 2009

This policy aims to protect and enhance land in the Western Sydney Employment Area for employment purposes and to promote economic development and the creations of employment opportunities in Western Sydney. The policy provides for a coordinated approach to the planning, development and rezoning of land within the Western Sydney Employment Area and includes controls to ensure that development occurs in a logical, environmentally sensitive and cost-effective manner.

SEPP (Western Sydney Parklands) 2009

This policy provides the framework to enable the Western Sydney Parklands Trust to develop the Western Parklands into a multi-use urban parkland to meet a range of community needs and interests, including those that promote health and well-being in the community for Western Sydney.

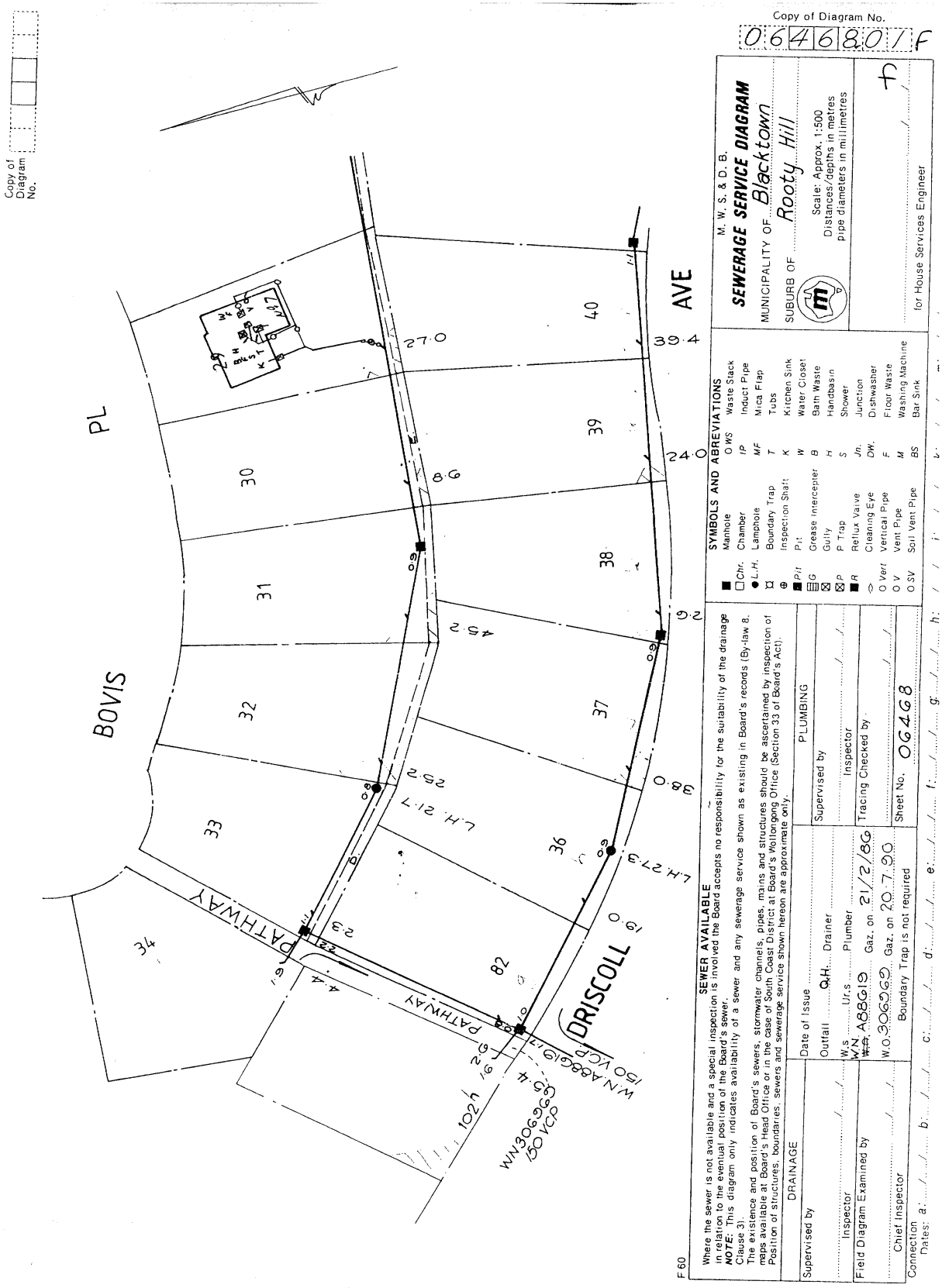
SEPP (Western Sydney Recreation Area)
This policy enables development to be carried out for recreational, sporting and cultural purposes within the Western Sydney Recreation Area, including the development of a recreation area of state significance.

Authorised by Blacktown City Council
Proforma ID: 921815

End of Certificate

Sewer Service Diagram

Application Number: 8000465233



Document generated at 23-02-2021 05:10:50 PM

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

Service Location Print

Application Number: 8000465236



Document generated at 23-02-2021 05:11:01 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

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

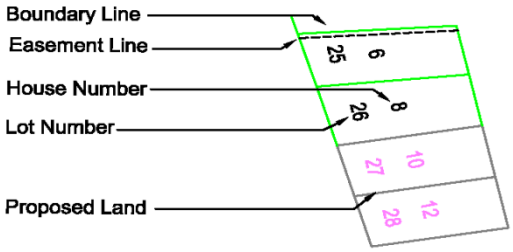
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale 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

Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

Disclaimer
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Pipe Types

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

Further Information

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

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

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

Disclaimer
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RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Johanna Read-Falzon
Purchaser:
Property: 7 Bovis Place, Rooty Hill NSW 2766
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

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

Affectations

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

Capacity

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

Requisitions and transfer

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

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