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Contract for the sale and purchase of land 2017 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	**Chase Property Group** **13 Regent Street, Kogarah, NSW 2217**	**Phone:** **(02) 8657 5455** **Fax:** **(02) 8567 5466**
co-agent		
vendor	**Givana (Holdings) Pty Limited** **15 Carbine Close, Casula, NSW 2170**	
vendor's solicitor	**V L Macri Lawyers** **101 Moore Street, Liverpool NSW 2170** **DX 5048 Liverpool**	**Phone:** **(02) 8778 9600** **Fax:** **(02) 9602 2497** **Ref:** **NA:MG:2170180** **E:office@macrilawyers.com.au**
date for completion	**42nd day after the date of this contract**	(clause 15)
land (address, plan details and title reference)	**12 Valley Road, Padstow Heights, New South Wales 2211** **Registered Plan: Lot 14 Plan DP227490** **Folio Identifier 14/227490**	
	☒ 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:		

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 deposit to be invested ☐ NO ☐ Yes

vendor **witness**

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

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares **witness**

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Choices

vendor agrees to accept a ***deposit-bond*** (clause 3)	☒ NO	☐ yes
proposed *electronic transaction* (clause 30)	☒ NO	☐ yes

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

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

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

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

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

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 149(2) certificate (Environmental Planning and Assessment Act 1979)
- ☐ 7 section 149(5) information included in that certificate
- ☒ 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 section 88G certificate (positive covenant)
- ☐ 12 survey report
- ☐ 13 building certificate given under *legislation*
- ☐ 14 insurance certificate (Home Building Act 1989)
- ☐ 15 brochure or warning (Home Building Act 1989)
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 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

Swimming Pools Act 1992

- ☐ 24 certificate of compliance
- ☐ 25 evidence of registration
- ☐ 26 relevant occupation certificate
- ☐ 27 certificate of non-compliance
- ☐ 28 detailed reasons for non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 29 property certificate for strata common property
- ☐ 30 plan creating strata common property
- ☐ 31 strata by-laws
- ☐ 32 strata development contract or statement
- ☐ 33 strata management statement
- ☐ 34 leasehold strata - lease of lot and common property
- ☐ 35 property certificate for neighbourhood property
- ☐ 36 plan creating neighbourhood property
- ☐ 37 neighbourhood development contract
- ☐ 38 neighbourhood management statement
- ☐ 39 property certificate for precinct property
- ☐ 40 plan creating precinct property
- ☐ 41 precinct development contract
- ☐ 42 precinct management statement
- ☐ 43 property certificate for community property
- ☐ 44 plan creating community property
- ☐ 45 community development contract
- ☐ 46 community management statement
- ☐ 47 document disclosing a change of by-laws
- ☐ 48 document disclosing a change in a development or management contract or statement
- ☐ 49 document disclosing a change in boundaries
- ☐ 50 information certificate under Strata Schemes Management Act 2015
- ☐ 51 information certificate under Community Land Management Act 1986

Other

- ☐ 52

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

ADDITIONAL CONDITIONS
CONTRACT FOR SALE OF LAND
2017 Edition

32. The printed provisions of this Contract are amended as follows:
    a) Clause 5.2.1delete "or it is a general question about the property or title".
    b) Clause 5.2.3 & 7.1.1 delete both clauses.
    c) Clause 10.1 insert "or delay completion" after "terminate".
    d) Clauses 10.1.8 & 10.1.9 delete "substance" and substitute "existence".
    e) Clause 14.4.2 is deleted
    f) Clause 16.5 delete the words "plus another 20% of that fee".
    g) Clause 16.6 is amended by adding after the last word "providing that the uncleared Certificate is received 10 days prior to the date for settlement, otherwise the Purchaser must accept an undertaking on settlement that the Land Tax Certificate will be cleared 14 days after settlement".
    h) Delete Clause 16.12;
    i) Delete Clause 16.8;
    j) Printed Clause 18 is amended by adding the following;

    Clause 18.8 "The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".
    k) Clause 25.1.1 is amended by deleting the word "limited.

33. The Purchaser acknowledges that the property and the improvements erected thereon are being sold in their present condition and that the Purchaser buys the property relying on the purchaser's own inspection, knowledge and enquires and that the Purchaser does not rely on warranties or representations (if any) made to the Purchaser by or on behalf of the Vendor other than those contained in this Contract.

34. The Purchaser warrants the Purchaser has not been introduced to the property or to the Vendor, nor did he learn that the property was for sale, by or through any person or Agent, other than the Agent disclosed on the front page of this Contract for Sale of Land. The Purchaser agrees that he will at all times indemnify and keep indemnified the Vendor from and against any claim whatsoever from commission which may be made by any real estate agent or other person arising out of or in connection with the Purchaser's breach of this warranty. This clause will not merge upon completion.

35. Completion of this matter shall take place on or before 4:00pm within the time provided for in clause 15 herein. Should completion not take place within that

time, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter making the time for completion essential. Such Notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at any time.

36. The service of any Notice or Document under or relating to this Contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that party's Solicitor. If the Notice or Document is sent by facsimile transmission to the facsimile number noted on the Contract or on their letterhead and in any such case shall be deemed to be duly given or made, except where:

    a) The time of dispatch is not before 5:00pm (Sydney Time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place; or

    b) The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not to have been given or made.

37. If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion in addition to the balance of purchase money, an amount of seven percent (7%) interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual day on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.

38. Despite anything else herein contained, the deposit or any part of the deposit as the Vendor may require shall be released to the Vendor or as the Vendor may direct for the sole purpose of a deposit, stamp duty or the balance of purchase monies on the purchase of real estate, providing that such deposit is held within a trust account of a Real Estate Agent, Solicitor or Licensed

Conveyancer or paid to the Office of State Revenue and providing such deposit shall not be further released without the Purchaser's express consent. The execution of this Contract shall be full and irrevocable authority to the stakeholder named herein to release such deposit.

39. Settlement of this matter shall take place wherever the Vendor's Mortgagee directs. If the property is not mortgaged, then settlement shall be effected at the office of V L Macri Lawyers. Should the Purchaser not be in a position to settlement at the office V L Macri Lawyers, then settlement may be effected in the Sydney CBD at a place nominated by the Purchaser, so long as the Vendor's Solicitor's Sydney Settlement Agent's fee is paid by the Purchaser.

40. The Purchaser is only entitled under Clause 5 to make the Requisitions in the form annexed to this Contract ("Requisitions"). The Purchaser is taken to have made the Requisitions one day after the date of this Contract.

41. The Purchaser acknowledges that the provisions of the Contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provision of this Contract or binding on the parties hereto with respect to any of the matters to which this Contract relates.

42. A sufficient statement of the Vendor's title shall be deemed included in the description of the property hereinbefore appearing and such statement shall have been deemed to have been given to the Purchaser at the date hereof.

43. If the Vendor or Purchaser, or if more than one of them shall die, become mentally ill or go into bankruptcy, then either party may rescind the Contract and Clause 19 of the Contract shall apply.

44. In the event settlement does not take place at the scheduled time, due to default of the Purchaser or their mortgagee and through no fault of the Vendor, the Purchaser must pay an additional $220.00 (GST inclusive) on settlement, to cover the Vendor's legal costs and other expenses incurred as a consequence of the delay.

45. The parties agree that:

    a) In this contract, the word '**Guarantee**' means the Deposit **Guarantee** issued to the **Vendor** at the request of the **Purchaser** by -

_____ ("the **Guarantor**") and in, and to the effect of, the form annexed hereto and marked _____.

b) The delivery of the **Guarantee** no later than the time the deposit is required to be paid under this contract to the person "Deposit holder" nominated in this contract to hold the deposit as stakeholder shall, to the extent of the amount guaranteed under the **Guarantee**, be deemed to be payment of the Deposit in accordance with this contract.

c) On completion of this contract, the **Purchaser** shall pay to the **Vendor**, in addition to all other monies payable under this contract, the amount stipulated in the **Guarantee**, either by way of cash of unendorsed bank cheque.

d) If the **Vendor** served on the **Purchaser** a notice of termination, then to the extent that the amount had not already been paid by the **Guarantor** under the **Guarantee**, the **purchaser** shall forthwith pay the deposit (or so much thereof as had not been paid) to the Deposit holder.

e) The **vendor** acknowledges that payment by the **Guarantor** under the **Guarantee** shall, to the extent of the amount paid, satisfy the **purchaser's** obligation to pay the deposit under the previous paragraph.

f) The **Vendor** acknowledges that the **Guarantee** ceases to have effect, and the **Guarantor** ceases to be liable under the **Guarantee** from and including the expiry date of the **Guarantee**.

Form 825 **TOWN LAND (TORRENS TITLE)**

From ..... *Purchasers Solicitor*

To ..... *Vendors Solicitor*

Date: .....

REQUISITIONS ON TITLE *2008 EDITION*

RE:..... Purchase From .....

Property .....

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

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

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

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

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

DISCLAIMER
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.....
Solicitor for Vendor

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Information Broker

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 14/227490

SEARCH DATE	TIME	EDITION NO	DATE
1/12/2017	12:02 PM	6	25/5/2011

LAND

LOT 14 IN DEPOSITED PLAN 227490
AT PADSTOW
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN
PARISH OF BANKSTOWN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP227490

FIRST SCHEDULE

GIVANA (HOLDINGS) PTY LTD (T AG255571)

SECOND SCHEDULE (8 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 B147498 COVENANT AFFECTING PART
3 DP227490 RESTRICTION(S) ON THE USE OF LAND
4 DP227490 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED
5 DP227490 RIGHT OF CARRIAGEWAY AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
6 H442270 COVENANT AFFECTING PART
7 L540276 COVENANT
8 AG255575 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

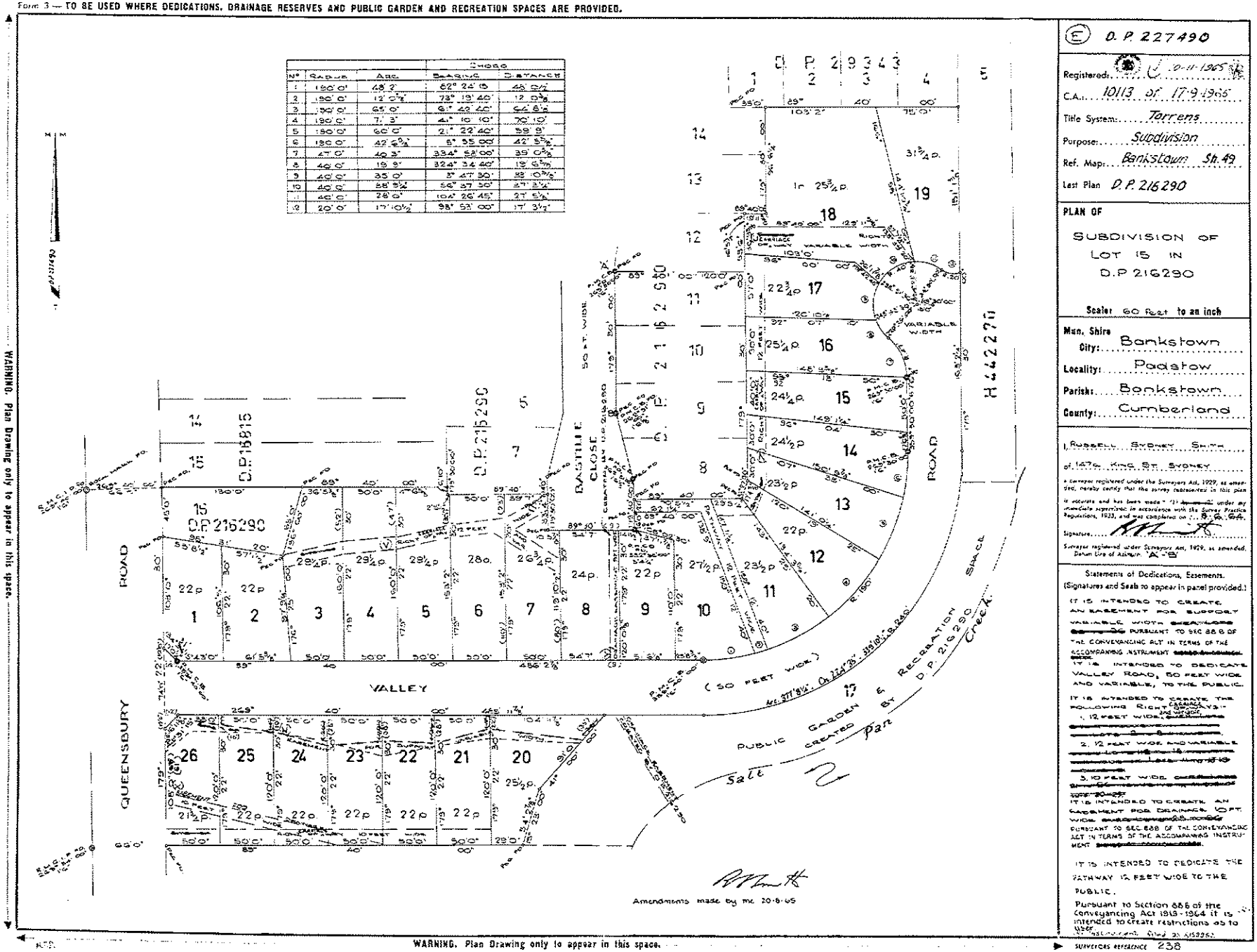
NOTATIONS

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. InfoTrack 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.

Form 3 — TO BE USED WHERE DEDICATIONS, DRAINAGE RESERVES AND PUBLIC GARDEN AND RECREATION SPACES ARE PROVIDED.



No	Radius	Arc	Chord Bearing	Chord Distance
1	150' 0"	48' 2"	62° 24' 15"	48' 0¼"
2	150' 0"	12' 0⅜"	78° 19' 40"	12' 0⅜"
3	150' 0"	65' 0"	61° 42' 40"	64' 8½"
4	150' 0"	7' 3"	41° 10' 10"	7' 3"
5	150' 0"	60' 0"	21° 22' 40"	59' 8"
6	150' 0"	42' 6⅜"	8° 55' 00"	42' 5⅜"
7	47' 0"	40' 3"	334° 52' 00"	39' 0⅝"
8	40' 0"	19' 9"	324° 34' 40"	19' 6⅝"
9	40' 0"	35' 0"	3° 47' 30"	33' 10⅝"
10	40' 0"	58' 9¼"	56° 37' 30"	27' 3½"
11	40' 0"	24' 0"	104° 26' 45"	23' 5¼"
12	20' 0"	17' 10½"	98° 53' 00"	17' 3½"

WARNING. Plan Drawing only to appear in this space.

(E) D.P. 227490

Registered: 10-11-1965

C.A. 10113 of 17-9-1965

Title System: Torrens

Purpose: Subdivision

Ref. Map: Bankstown Sh. 49

Last Plan D.P. 216290

PLAN OF

SUBDIVISION OF LOT 15 IN D.P. 216290

Scales 60 Feet to an inch

Mun. Shire City: Bankstown

Locality: Padstow

Parish: Bankstown

County: Cumberland

I, RUSSELL SYDNEY SMITH

of 147a KING ST. SYDNEY

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 * (I) supervised under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 7.8.65.

Signature:

Surveyor registered under Surveyors Act, 1929, as amended. Datum line of Azimuth "A-B"

Statements of Dedications, Easements. (Signatures and Seals to appear in panel provided.)

IT IS INTENDED TO CREATE AN EASEMENT FOR SUPPORT VARIABLE WIDTH ~~EASEMENTS~~ ~~SUPPORT~~ PURSUANT TO SEC 88 B OF THE CONVEYANCING ACT IN TERMS OF THE ACCOMPANYING INSTRUMENT ~~SUBJECT TO~~

IT IS INTENDED TO DEDICATE VALLEY ROAD, 50 FEET WIDE AND VARIABLE, TO THE PUBLIC.

IT IS INTENDED TO CREATE THE FOLLOWING RIGHTS ~~EASEMENTS~~ ~~RESTRICTIONS~~ AND ~~COVENANTS~~

1. 12 FEET WIDE ~~EASEMENT~~ ~~RESTRICTION~~ ~~COVENANT~~ ~~SUBJECT TO~~ ~~BENEFITING~~ ~~LOTS~~ ~~AND~~

2. 12 FEET WIDE AND VARIABLE ~~EASEMENT~~ ~~RESTRICTION~~ ~~COVENANT~~ ~~SUBJECT TO~~ ~~BENEFITING~~ ~~LOTS~~ ~~AND~~

3. 10 FEET WIDE ~~EASEMENT~~ ~~RESTRICTION~~ ~~COVENANT~~ ~~SUBJECT TO~~ ~~BENEFITING~~ ~~LOTS~~ ~~AND~~

IT IS INTENDED TO CREATE AN EASEMENT FOR DRAINAGE 10FT WIDE ~~EASEMENT~~ ~~RESTRICTION~~ ~~COVENANT~~ PURSUANT TO SEC 88B OF THE CONVEYANCING ACT IN TERMS OF THE ACCOMPANYING INSTRUMENT ~~SUBJECT TO~~

IT IS INTENDED TO DEDICATE THE PATHWAY 12 FEET WIDE TO THE PUBLIC.

Pursuant to Section 88 B of the Conveyancing Act 1919-1964 it is intended to create restrictions as to user ~~easements~~ ~~covenants~~ Filed as A153252

SURVEYORS REFERENCE 238

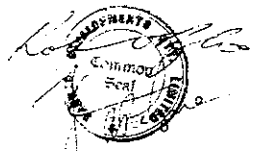
WARNING. Plan Drawing only to appear in this space.

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ref:2170180 /Src:M

OFFICE USE ONLY.

WARNING: SHEARING OR FOLDING WILL LEAD TO REJECTION.

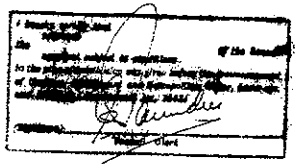
SIGNATURES AND SEALS ONLY.





WE HEREBY DECLARE that at the time of the execution by us of this instrument we have no notice of the revocation of the Power of Attorney dated 26th April 1964, from FINANCE CORPORATION OF AUSTRALIA LIMITED to its nominee to Sec Miscellaneous Reg. No. 7499 under the authority of which we as attorneys executed the said instrument.

SIGNED in the presence of the witness by the attorneys of FINANCE CORPORATION OF AUSTRALIA LIMITED by [illegible] and [illegible] the duly constituted Attorneys who are personally known to me:



I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirement for registration of plans), have been complied with by the applicant in relation to the proposed subdivision and new road(s) set out hereon.

Subdivision No. 10113 Dated 17.9.1965

Council Clerk

Approved by Council.

The Common Seal of The Council of the

was hereunto affixed on pursuant to a resolution

of Council passed on

Council Clerk

Mayor/President

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 227490

FEET	INCHES	METRES
1	6	0.457
1	6 1/8	0.460
2	5 3/8	0.746
2	5 1/2	0.749
3	4 1/4	1.022
6	-	1.829
6	6 1/4	1.988
6	10	2.083
7	-	2.134
7	6 3/8	2.296
9	-	2.743
10	-	3.048
10	5 7/8	3.197
12	-	3.658
12	0 3/8	3.667
14	-	4.267
14	11 1/8	4.550
15	-	4.572
16	-	4.877
16	5 3/4	5.023
16	11 1/8	5.159
17	0 1/4	5.188
17	3 1/2	5.271
17	4 5/8	5.299
17	6 3/8	5.344
17	10 1/2	5.448
19	6 5/8	5.959
19	9	6.020
19	11 3/8	6.080
20	-	6.096
20	1	6.121
22	-	6.706
23	-	7.010
25	-	7.620
25	8 3/8	7.833
26	11 7/8	8.226
27	5 1/8	8.360
28	-	8.534
29	-	8.839
29	5 1/4	8.973
30	-	9.144
33	-	10.058
33	4	10.160
33	10 5/8	10.328
35	-	10.668
36	5 3/8	11.109
36	9 5/8	11.217
37	3 1/4	11.360
37	7 1/8	11.459
37	11 7/8	11.579
38	-	11.582
38	9 1/4	11.817
39	0 3/8	11.897
39	7	12.065
40	-	12.192
40	3	12.268
42	5 5/8	12.994
42	6 5/8	12.970
43	-	13.106
45	-	13.716
47	-	14.326
47	6 5/8	14.494
48	0 1/2	14.643
48	2	14.681
50	-	15.240
51	6 1/8	15.700
52	-	15.850
53	6	16.307
54	2 7/8	16.532
54	7	16.637
55	8 1/2	16.980
57	-	17.374
57	1 1/2	17.412
59	9	18.212
60	-	18.288
61	-	18.593
61	5 3/8	18.729

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 227490 CONTINUED

FEET	INCHES	METRES
62	1 1/4	18.929
64	8 1/8	19.714
65	-	19.812
66	-	20.117
67	6 3/8	20.584
70	5 1/2	21.476
70	10	21.590
71	3	21.717
74	-	22.555
75	-	22.860
80	-	24.384
91	-	27.737
96	6 1/4	29.420
97	9 1/4	29.601
103	-	31.394
103	2	31.445
104	11 7/8	32.001
106	5	32.436
108	-	32.918
110	-	33.528
119	10 1/2	36.538
120	-	36.576
120	0 3/8	36.586
120	10 1/8	36.833
129	11 3/8	39.608
130	-	39.624
134	3 5/8	40.935
138	9	42.291
141	0 1/4	42.983
144	10 3/4	44.164
147	11 1/4	45.091
148	3 3/8	45.196
149	1 1/4	45.447
150	9 7/8	45.971
151	1 3/8	46.060
151	3 1/8	46.104
153	2	46.685
160	-	48.768
163	2 1/4	49.740
190	-	57.912
240	-	73.152
339	10 3/4	103.600
377	8 1/4	115.119
485	11 7/8	148.130
486	2 7/8	148.206

AC	RD	P	SQ M
-	-	21 3/4	550.1
-	-	22	556.4
-	-	22 3/4	575.4
-	-	23 1/2	594.4
-	-	24	607
-	-	24 1/4	613.4
-	-	24 1/2	619.7
-	-	25 1/4	638.6
-	-	25 1/2	645
-	-	26 3/4	676.6
-	-	27 1/2	695.6
-	-	28	708.2
-	-	29 1/4	739.8
-	-	31 3/4	803
-	1	25 3/4	1663

Req:R792379 /Doc:DP 0227490 P /Rev:21-Sep-1994 /Sts:OK.OK /Pgs:ALL /Prt:01-Dec-2017 12:07 /Seq:2 of 2
Ref:2170180 /Src:M

Req:R792380 /Doc:DP 0227490 B /Rev:21-Sep-1994 /Sts:OK.OK /Pgs:ALL /Prt:01-Dec-2017 12:07 /Seq:1 of 10
Ref:2170180 /Src:M

K 159952 / Roll K400 10/11/65

FORM 21.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919-1964.

SHEET 1 OF 10 SHEETS PART 1

Plan

(E)

DP227490

Subdivision of Lot 15 in Deposited Plan No. 216290 whole of the land in Certificate of Title Volume 9370 Folio 177 covered by Council Clerk's Certificate No. 10113 of 17th September, 1965.

Full name and address of proprietor of the land:

Parkes Developments Pty. Limited and Rosedale Developments Pty. Limited, both of 3rd Floor, 147a King Street, SYDNEY.

---

1. Identity of easement or restriction firstly referred to in abovementioned plan. — Easement for support of variable width

SCHEDULE OF LOTS ETC. AFFECTED.

Lots burdened	Lots, name of road or authority benefited.
20	The Council of the Municipality of Bankstown
21	The Council of the Municipality of Bankstown
22	The Council of the Municipality of Bankstown
23	The Council of the Municipality of Bankstown
24	The Council of the Municipality of Bankstown
25	The Council of the Municipality of Bankstown
26	The Council of the Municipality of Bankstown

---

2. Identity of easement or restriction secondly referred to in abovementioned plan. — Right of carriageway twelve (12) feet wide, and variable width.

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened	Lots, name of road or authority benefited
3	2, 4, 5, 6 and 7
4	2, 3, 5, 6 and 7
5	2, 3, 4, 6 and 7
6	2, 3, 4, 5 and 7 and 8
7	2, 3, 4, 5 and 6 and 8

THE COMMON SEAL of PARKES DEVELOPMENTS PTY. LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of:-

Secretary

PARKES DEVELOPMENTS PTY. LIMITED Common Seal

Director

THE COMMON SEAL of ROSEDALE DEVELOPMENTS PTY. LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of:

Secretary

ROSEDALE DEVELOPMENTS PTY. LIMITED Common Seal

Director

AND WE HEREBY DECLARE that at the time of the execution by us of this instrument we have no notice of the revocation of the Power of Attorney dated 25th April, 1964, from FINANCE CORPORATION OF AUSTRALIA LIMITED to us registered in the Miscellaneous Register No. 78499 under the authority of which we have executed the said instrument.

SIGNED in my presence for and on behalf of FINANCE CORPORATION OF AUSTRALIA LIMITED by Peter Alfred George Habbitwaite and John David Byrd its duly constituted Attorneys who are personally known to me

Mortgagee under Mortgage No. J. 322018

Req:R792380 /Doc:DP 0227490 B /Rev:21-Sep-1994 /Sts:OK.OK /Pgs:ALL /Prt:01-Dec-2017 12:07 /Seq:2 of 10
Ref:2170180 /Src:M

2 Roll K400 FORM 21. K159952

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919-1964.

PART 1 (continued) Sheet 2

Plan DP227490

Subdivision of Lot 15 in Deposited Plan No. 216290 whole of the land in Certificate of Title Volume 9370 Folio 177 covered by Council Clerk's Certificate No. 10113 of 17th September, 1965.

3. Identity of easement or restriction thirdly referred to in abovementioned plan. — Right of carriageway twelve (12) feet wide and variable width.

SCHEDULE OF LOTS ETC. AFFECTED.

Lots burdened	Lots, name of road or authority benefited.
11	12, 13, 14, 15, 16, 17, 18 and 19
12	11, 13, 14, 15, 16, 17, 18 and 19
13	11, 12, 14, 15, 16, 17, 18 and 19
14	11, 12, 13, 15, 16, 17, 18 and 19
15	11, 12, 13, 14, 16, 17, 18 and 19
16	11, 12, 13, 14, 15, 17, 18 and 19
17	11, 12, 13, 14, 15, 16, 18 and 19
18	11, 12, 13, 14, 15, 16, 17 and 19

4. Identity of easement or restriction fourthly referred to in abovementioned plan. — Right of carriageway ten (10) feet wide.

SCHEDULE OF LOTS ETC. AFFECTED.

Lots burdened	Lots, name of road or authority benefited.
21	20
22	21 and 20
23	22, 21 and 20
24	23, 22, 21 and 20
25	24, 23, 22, 21 and 20
26	25, 24, 23, 22, 21 and 20.

THE COMMON SEAL of PARKES DEVELOPMENTS PTY. LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of:-

Secretary

Common Seal

Director

THE COMMON SEAL of ROSEDALE DEVELOPMENTS PTY. LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of:

Secretary

Common Seal

Director

AND WE HEREBY DECLARE that at the time of the execution by us of this instrument we have no notice of the revocation of the Power of Attorney dated 25th April, 1964, from FINANCE CORPORATION OF AUSTRALIA LIMITED to us registered in the Miscellaneous Register No. 78499 under the authority of which we have executed the said instrument.

SIGNED in my presence for and on behalf of FINANCE CORPORATION OF AUSTRALIA LIMITED by Peter Alfred George Hubbleweate and John David Bass its duly constituted Attorneys who are personally known to me

Mortgagee under Mortgage No. J. 322018

Req:R792380 /Doc:DP 0227490 B /Rev:21-Sep-1994 /Sts:OK.OK /Pgs:ALL /Prt:01-Dec-2017 12:07 /Seq:3 of 10
Ref:2170180 /Src:M

3 Roll K400 K159952

FORM 21.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964.

SHEET 3 OF 10 SHEETS

PART 1 (Continued) Sheet 3

Plan DP227490

Subdivision of Lot 15 in Deposited Plan No. 216290 whole of the land in Certificate of Title Volume 9370 Folio 177 covered by Council Clerk's Certificate No. 10113 of 17th September, 1965.

5. Identity of easement or restriction fifthly referred to in abovementioned plan — Easement for drainage ten (10) feet wide.

SCHEDULE OF LOTS ETC. AFFECTED.

Lots burdened	Lots, name of road or authority benefited.
23	The Council of the Municipality of Bankstown
24	The Council of the Municipality of Bankstown
25	The Council of the Municipality of Bankstown
26	The Council of the Municipality of Bankstown

6. Identity of easement or restriction sixthly referred to in abovementioned plan — Restriction as to user

SCHEDULE OF LOTS ETC. AFFECTED.

Lots burdened	Lots, name of road or authority benefited.
each lot	every other lot

THE COMMON SEAL of PARKES DEVELOPMENTS PTY. LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of:

Secretary

Director

THE COMMON SEAL of ROSEDALE DEVELOPMENTS PTY. LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of:

Secretary

Director

AND WE HEREBY DECLARE that at the time of the execution by us of this instrument we have no notice of the revocation of the Power of Attorney dated 25th April, 1964, from FINANCE CORPORATION OF AUSTRALIA LIMITED to us registered in the Miscellaneous Register No. 7849 under the authority of which we have executed the said instrument.

SIGNED in my presence for and on behalf of FINANCE CORPORATION OF AUSTRALIA LIMITED by Peter Alfred George Habbitwaite and John David Best its duly constituted Attorneys who are personally known to me

Mortgagee under Mortgage No. J. 322018

(3)

Req:R792380 /Doc:DP 0227490 B /Rev:21-Sep-1994 /Sts:OK.OK /Pgs:ALL /Prt:01-Dec-2017 12:07 /Seq:4 of 10
Ref:2170180 /Src:M

4 Roll K400 K159952

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964

Sheet 4

SHEET 4 OF 10 SHEETS

Plan

DP227490

Subdivision of Lot 15 in D.P. 216290 whole of the land in Certificate of Title Volume 9370 Folio 177 covered by Council Clerk's Certificate No. 10113 of 17th September, 1965

PART 2.

TERMS OF EASEMENT FOR SUPPORT OF VARIABLE WIDTH FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN.

Full and free right for the body in whose favour the easement is created and every person authorised by it to enter go upon return pass and repass with or without vehicles in through along and over the servient tenement and to use the servient tenement for the purpose of placing thereon all such earth soil cement sand clay and other material as shall be necessary or desirable for the purpose of constructing reconstructing and forever maintaining on the servient tenement a batter to serve as a support for the surface subsoil and undersurface of the road adjoining or adjacent to the servient tenement and the said batter when so constructed to use at all times hereafter for the purpose of giving such support as aforesaid AND the Registered Proprietor for itself and its successors in title covenants that it will not use or permit to be used the servient tenement in any manner or for any purpose which may affect or have a tendency to affect the stability of the said batter as a support for the road as aforesaid and will not do or suffer to be done any act or thing which may injure or damage the said batter or in any way impair its efficiency and if it should do or suffer to be done any act or thing which may in any way injure damage or impair the said batter it will at its own expense properly and substantially repair and make good all such injury and damage.

Where herein used, words importing the singular number or plural number shall include the plural and singular number respectively, and words importing the masculine gender shall include the feminine or neuter gender.

TERMS OF RIGHT OF CARRIAGEWAY TWELVE (12) FEET WIDE AND VARIABLE WIDTH SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN

Right of carriage way as referred to in Part 1 of Schedule 1Va*

of the Conveyancing Act 1919-1964.

* Should refer to Schedule VIII - see memorandum annexed (M454645)

THE COMMON SEAL of PARKES DEVELOPMENTS PTY. LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of:

Secretary

Director

THE COMMON SEAL of ROSEDALE DEVELOPMENTS PTY. LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of:

Secretary

Director

AND WE HEREBY DECLARE that at the time of the execution by us of this instrument we have no notice of the revocation of the Power of Attorney dated 25th April, 1964, from FINANCE CORPORATION OF AUSTRALIA LIMITED to us registered in the Miscellaneous Register No. 78459 under the authority of which we have executed the said instrument.

SIGNED in my presence for and on behalf of FINANCE CORPORATION OF AUSTRALIA LIMITED by Peter Alfred George Hollingworth and John David Best its duly constituted Attorneys who are personally known to me

Mortgagee under Mortgage No. J. 322018

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Ref:2170180 /Src:M

5 Roll K400 K159952

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964

Plan

DP227490

Subdivision of Lot 15 in D.P. 216290 whole of the land in Certificate of Title Volume 9370 Folio 177 covered by Council Clerk's Certificate No. 10113 of 17th September, 1965.

PART 2 (Continued)

TERMS OF RIGHT OF CARRIAGEWAY TWELVE FEET (12) WIDE AND VARIABLE WIDTH THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN.

Right of carriage way as referred to in Part 1 of Schedule 1Va of the Conveyancing Act 1919-1964.

TERMS OF RIGHT OF CARRIAGEWAY TEN (10) FEET WIDE FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Right of carriage way as referred to in Part 1 of Schedule 1Va of the Conveyancing Act 1919-1964.

* Should refer to Schedule VIII - see memorandum annexed (458493)

TERMS OF EASEMENT FOR DRAINAGE TEN (10) FEET WIDE FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Full and free right for the body in whose favour this easement is created and every person authorised by it, from time to time and at all times to drain water (whether rain, storm, spring, soakage, sullage or seepage water) in any quantities across and through the land herein indicated as the servient tenement together with the right to use for the purpose of the easement any line of pipes already laid within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement and together with the right for the body in whose favour this easement is created and every person authorised by it, with any tools, implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying,

THE COMMON SEAL of PARKES DEVELOPMENTS PTY. LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of:

Secretary

Common Seal

Director

THE COMMON SEAL of ROSEDALE DEVELOPMENTS PTY. LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of:

Secretary

Common Seal

Director

(5)

AND WE HEREBY DECLARE that at the time of the execution by us of this instrument we have no notice of the revocation of the Power of Attorney dated 25th April, 1964, from FINANCE CORPORATION OF AUSTRALIA LIMITED to us registered in the Miscellaneous Register No. 78499 under the authority of which we have executed the said instrument.

SIGNED in my presence for and on behalf of FINANCE CORPORATION OF AUSTRALIA LIMITED by Peter Alfred George Hallethwaite and John David Dent its duly constituted Attorneys who are personally known to me

Mortgagee under Mortgage No. J. 322018

Req:R792380 /Doc:DP 0227490 B /Rev:21-Sep-1994 /Sts:OK.OK /Pgs:ALL /Prt:01-Dec-2017 12:07 /Seq:5 of 10
Ref:2170180 /Src:M

5 Roll K400 K159952

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964

SHEET 5 OF 10 SHEETS

Plan DP227490

Subdivision of Lot 15 in D.P. 216290 whole of the land in Certificate of Title Volume 9370 Folio 177 covered by Council Clerk's Certificate No. 10113 of 17th September, 1965.

PART 2 (Continued)

TERMS OF RIGHT OF CARRIAGEWAY TWELVE FEET (12) WIDE AND VARIABLE WIDTH THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN.

Right of carriage way as referred to in Part 1 of Schedule 1Va * of the Conveyancing Act 1919-1964.

* Should refer to Schedule VIII - see memorandum annexed (1S20453)

TERMS OF RIGHT OF CARRIAGEWAY TEN (10) FEET WIDE FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Right of carriage way as referred to in Part 1 of Schedule 1Va * of the Conveyancing Act 1919-1964.

TERMS OF EASEMENT FOR DRAINAGE TEN (10) FEET WIDE FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Full and free right for the body in whose favour this easement is created and every person authorised by it, from time to time and at all times to drain water (whether rain, storm, spring, soakage, sullage or seepage water) in any quantities across and through the land herein indicated as the servient tenement together with the right to use for the purpose of the easement any line of pipes already laid within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement and together with the right for the body in whose favour this easement is created and every person authorised by it, with any tools, implements or machinery necessary for he purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying,

THE COMMON SEAL of PARKES DEVELOPMENTS PTY. LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of:

Secretary

Director

THE COMMON SEAL of ROSEDALE DEVELOPMENTS PTY. LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of:

Secretary

Director

AND WE HEREBY DECLARE that at the time of the execution by us of this instrument we have no notice of the revocation of the Power of Attorney dated 25th April, 1964, from FINANCE CORPORATION OF AUSTRALIA LIMITED to us registered in the Miscellaneous Register No. 78409 under the authority of which we have executed the said instrument.

SIGNED in my presence for and on behalf of FINANCE CORPORATION OF AUSTRALIA LIMITED by Peter Alfred George Habblethwaite and John David Hurt its duly constituted Attorneys who are personally known to me

Mortgagee under Mortgage No. J. 322018

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Ref:2170180 /Src:M

6 Roll K400 K159952

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964.

SHEET 6 OF 10 SHEETS

Sheet 6

Plan

DP227490

Subdivision of Lot 15 in D.P. 216290 whole of the land in Certificate of Title Volume 9370 Folio 177 covered by Council Clerk's Certificate No. 10113 of 17th September, 1965.

PART 2 (Continued)

inspecting, cleansing, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the body in whose favour this easement is created and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

TERMS OF RESTRICTION ON USER REFERRED TO SIXTHLY IN THE ABOVEMENTIONED PLAN.

(a) No dwelling house or houses erected on any of the said lots shall be constructed of materials other than brick and/or brick veneer and/or stone or timber.

(b) No dwelling house or houses erected on any of the said lots shall be of an area less than ten (10) squares.

THE COMMON SEAL of PARKES DEVELOPMENTS PTY. LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of:

Secretary

Director

THE COMMON SEAL of ROSEDALE DEVELOPMENTS PTY.LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of:

Secretary

Director

AND WE HEREBY DECLARE that at the time of the execution by us of this instrument we have no notice of the revocation of the Power of Attorney dated 25th April, 1964, from FINANCE CORPORATION OF AUSTRALIA LIMITED to us registered in the Miscellaneous Register No. 78459 under the authority of which we have executed the said instrument.

SIGNED in my presence for and on behalf of FINANCE CORPORATION OF AUSTRALIA LIMITED by Peter Alfred George Habelshwaite and John David Best its duly constituted Attorneys who are personally known to me

Mortgagee under Mortgage No. J. 322018

Req:R792380 /Doc:DP 0227490 B /Rev:21-Sep-1994 /Sts:OK.OK /Pgs:ALL /Prt:01-Dec-2017 12:07 /Seq:7 of 10
Ref:2170180 /Src:M

[redacted] SEE M504363

REGISTRAR GENERAL 6 JAN 1972

REG. GEN. 13 JAN 1972

M504363

Page 7 of 10 sheets

R.W. THOMAS & Co
34 SELEMS PDE
REVESBY

D.P. 227490.

K159952

7 Roll K400 SHEET 7 OF 10 SHEETS

[No. 122]

STATUTORY DECLARATION

I, BRIAN PETER SCHMARR of 37 York Street, Sydney in the State of New South Wales Company Director do hereby solemnly and sincerely declare that:

1. I am a Director of Parkes Developments Pty. Limited of 37 York Street, Sydney aforesaid.

2. Form 21 lodged with D.P. 227490 and registered as Instrument No. K159952 was prepared by a member of the staff of Parkes Developments Pty. Limited and since that person is not now in the employ of such company, it is not possible for me to secure a Statutory Declaration by such person explaining how the error therein occurred by referring to Schedule IV A of the Conveyancing Act 1919 instead of Schedule VIII of that Act.

3. From my inspection of a copy of the instrument and the Schedules referred to above it would appear that the person who prepared the Instrument inadvertently referred to Schedule IV A instead of Schedule VIII.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1900.

Subscribed and declared at Sydney
this 28th day of October
one thousand nine hundred and seventy one
before me

B P Schmarr

Solicitor
Sydney

Req:R792380 /Doc:DP 0227490 B /Rev:21-Sep-1994 /Sts:OK.OK /Pgs:ALL /Prt:01-Dec-2017 12:07 /Seq:8 of 10
Ref:2170180 /Src:M

M 504363 71 NOV 9 PM 2:54

MEMORANDUM ANNEXED TO INSTRUMENT NO. K159952 SEE M 504363

REGISTRAR GENERAL 5-1-1972

A-D&D.

D.P. 227490.

TO THE REGISTRAR GENERAL

SHEET 8 OF 10 SHEETS

WE DAVID ERIC WILLOUGHBY of 28 Acacia Avenue, Punchbowl, Carrier and MAE WILLOUGHBY of the same address, his wife the registered proprietors of the land comprised in Certificate of Title Volume 10174 Folio 56 HEREBY REQUEST you to annex the Memorandum which is hereunto annexed to the Instrument pursuant to Section 88B of the Conveyancing Act 1919 (as amended) Registered No. K159952.

DATED this 28th day of October. One thousand nine hundred and seventyone.

SIGNED in my presence by the said DAVID ERIC WILLOUGHBY and MAE WILLOUGHBY who are personally known to me

D. E. Willoughby

M. Willoughby

A.W. Denmark.
Solicitor.
Bankstown.

(11)

(9)

Request may be complied with
15.12.1971

M.P.D.

Req:R792380 /Doc:DP 0227490 B /Rev:21-Sep-1994 /Sts:OK.OK /Pgs:ALL /Prt:01-Dec-2017 12:07 /Seq:9 of 10
Ref:2170180 /Src:M

ANNEXURE TO INSTRUMENT NO. K159952 (RE D.P. 227490)
SEE REQUEST M504363
REGISTRAR GENERAL 15.12.1971

8

Roll K400
K159952
D.P. 227490.

MEMORANDUM made the 28th day of October One thousand nine hundred and seventy-one.

WHEREAS certain rights of carriageway have been created pursuant to Section 88B of the Conveyancing Act 1919 (as amended) by the registration of Deposited Plan No. 227490 as set out in Instrument No. K159952 (hereinafter referred to as "the Instrument") such rights of carriageway being those secondly, thirdly and fourthly referred to in the Instrument AND WHEREAS the Instrument provides that certain lots in the said Deposited Plan shall have the benefit of such rights of carriageway AND WHEREAS such rights of carriageway have been incorrectly described in the Instrument as rights of carriageway as referred to in Part 1 of Schedule IVa of the Conveyancing Act 1919-1964 NOW THIS MEMORANDUM WITNESSETH that it was the intention of the parties to the instrument that the said rights of carriageway should be rights of carriageway as defined in Part 1 of Schedule VIII to the Conveyancing Act 1919 (as amended) and that it is the intention of the parties to the instrument that the instrument read accordingly.

THE COMMON SEAL of PARKES DEVELOPMENTS PTY. LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of

PARKES DEVELOPMENTS PTY. LIMITED Common Seal

Director

Secretary

B

10

THE COMMON SEAL of ROSEDALE DEVELOPMENTS PTY. LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of

ROSEDALE DEVELOPMENTS PTY. LIMITED Common Seal

Director

Secretary

Mortgagee under Mortgage No. J.322018

AND WE HEREBY DECLARE that at the time of the execution by us of this instrument we have no notice of the revocation of the Power of Attorney dated 25 August 1971 from FINANCE CORPORATION OF AUSTRALIA LIMITED to us registered in the Miscellaneous Register No. 124374 under the authority of which we have executed the said instrument.

SIGNED in my presence for and on behalf of FINANCE CORPORATION OF AUSTRALIA LIMITED by Brian Charles Gardner and Robin Redfern its duly constituted Attorneys who are personally known to me.

William Mills J.P.

Req:R792380 /Doc:DP 0227490 B /Rev:21-Sep-1994 /Sts:OK.OK /Pgs:ALL /Prt:01-Dec-2017 12:07 /Seq:10 of 10
Ref:2170180 /Src:M

K159952

DP 227490

R. R. PAYNE.

Instrument pursuant to Regulation 52D Conveyancing Act Regulations, 1961, setting out the terms of easements or restrictions as to user created by registration of the within-mentioned Deposited Plan.

10-11-1965

SHEET 10 OF 10 SHEETS

(7)

Certificate No. .....

£ : : I, ARTHUR RICKARD of Sydney Estate Agent

(herein called transferror)

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

(£ 10/-)* (the receipt whereof is hereby acknowledged) paid to me by

LAURA JENKINS wife of James Thomas Jenkins of Bankstown Cabinet Maker

B 147498

(herein called transferee)

do hereby transfer to the said transferee LAURA JENKINS

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

(c) County.	Parish.	State if Whole or Part.	Vol.	Fol.
Cumberland	Bankstown	the residue of part and being Lot 3, Section 13, in Deposited Plan No. 2178.	3422	250

And the transferee ~~covenants with the transferror~~ doth hereby for her executors administrators and assigns and so as to bind not only her executors administrators and assigns but also the said piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants thereof COVENANT with the said transferor his executors administrators and assigns that on the erection of any building, the said land shall be fenced, And that no advertisement hoarding shall be erected on the said land.

And for the purposes of Section 89 of the Conveyancing Act of 1919, it is hereby further agreed and declared that:-

(a) the land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan No. 2178 other than the land hereby transferred.

(b) The land which is to be subject to the burden of the above covenants is the land described herein.

(c) The above covenants or any of them may be released, varied or modified with the consent of the the said transferor his executors administrators and assigns.

ENCUMBRANCES, &c., REFERRED TO.*

Signed at Sydney the Eleventh day of October 1924

†Signed in my presence by the transferror
ARTHUR RICKARD
WHO IS PERSONALLY KNOWN TO ME
Fullerton & Blackett & Campbell & Rose
Solrs Sydney.

Arthur Rickard
Transferror.*

†Signed .....

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

Signed in my presence by the transferree
LAURA JENKINS
WHO IS PERSONALLY KNOWN TO ME
L. Elliott
Solicitor
Sydney.

Laura Jenkins
Transferree.

*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 ... by the attorney before a witness.

---

lists must not be disclosed the transfer)

less estate, strike out "in *simple*," and interline the uired alteration.

to two or more, state ether as joint tenants or ants in common.

all the references can be conveniently inserted m of annexure (obtainable L.T.O.) may be added. y annexure must be signed the parties and their sig- tures witnessed. ese references will suffice if whole land in the grant or tificate be transferred. part only add "and being sec. D.P. " or being the land shown in plan annexed hereto," or being the residue of the d in certificate (or grant) gistered Vol. Fol. here the consent of the al council is required to subdivision the certificate d plan mentioned in L. G. Act, 1919, should company the transfer.

ike out if unnecessary. venants should comply h section 89 of the nveyancing Act, 1919. re also should be set forth y right-of-way or easement exception. y provision in addition to modification of the venants implied by the t may also be inserted.

very short note will suffice.

executed within the State is instrument should be gned or acknowledged before e Registrar-General, or eputy Registrar-General, or Notary Public, a J.P., or mmissioner for Affidavits, whom the Transferror is known, otherwise the attest- g witness must appear fore one of the above func- naries to make a declara- on in the annexed form. s to instruments executed sewhere, see page 2.

epeat attestation if cessary.

the Transferror or Trans- rree signs by a mark, the testation must state "that ie instrument was read over nd explained to him, and iat he appeared fully to nderstand the same."

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 ..... 192 } ..... 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.[h]

Signed at ..... the ..... day of ..... 192 .

Signed at the place and on the date above-mentioned, in the presence of— }

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

FORM OF DECLARATION BY ATTESTING WITNESS.[i]

Appeared before me at ....., the ..... day of ....., one thousand nine hundred and twenty ..... 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.

i 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.

MEMORANDUM OF TRANSFER of

1 Acres — roods 30¼ perches.

Pt 4 Lot 3 of Sec 13 in D.P. 2178

Shire / Municipality Bankstown

Parish Bankstown County Cumberland

(subject to covenant (c))

LAURA JENKINS Transferee.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.
	3176	
	992	
	981	

Particulars entered in Register Book, Vol. 3422 Fol. 250

INDEXED 18 NOV 1926 BY CHECKED BY

the 17th day of November 192 6,

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

Registrar General.

B 147498

PROGRESS RECORD.

	Initials	Date.
Sent to Survey Branch ...	[illegible]	11/11/26
Received from Records ...	[illegible]	16/11/26
Draft written	[illegible]	16-11-26
Draft examined	[illegible]	17-11
Diagram prepared ...	[illegible]	17-11-26
Diagram examined ...	[illegible]	[illegible]
Draft forwarded ...	[illegible]	24 NOV 1926
Supt. of Engrossers ...		
Cancellation Clerk ...		

If resident in the State but in any other part of the British Dominions, the signature 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 municipality or local government corporation of 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:—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 issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s.

Req:R792383 /Doc:DL H442270 /Rev:24-Apr-1997 /Sts:OK.OK /Pgs:ALL /Prt:01-Dec-2017 12:07 /Seq:1 of 4
Ref:2170180 /Src:M

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

1960 MAR 10 PM 12:20 (2)

R.P. 13. No. H 442270

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

	£	s.	d.
Lodgment	2	—	—
Endorsement			
Certificate	2	10	—
Plan	1	10	—
Cost		10	—
	6	10	—

10/3/60

(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 permanent black non-copying ink.

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

b State in full the name of the person who furnished the consideration mentio.

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

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

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

e A very short note will suffice.

f Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see Section 107 of the Real Property Act 1900-1936, Section 108 of the Conveyancing Act, 1919-1954 and Section 62A of the Evidence Act 1898-1954.

g Repeat attestation if necessary.

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

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

I, JOHN DANIEL CUNNINGHAM of Marrickville,

Plant operator

(herein called transferor)

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of one thousand one hundred and fifty pounds (£ 1150) (the receipt whereof is hereby acknowledged) paid to me by

b ROSEDALE DEVELOPMENTS PTY. LIMITED

do hereby transfer to

c Rosedale Developments Pty. Limited
147a King Street,
SYDNEY. (herein called transferee)c

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

County.	Parish.	Reference to Title: Whole or Part.	Vol.	Fol.	Description of Land (Part only) (d)
Cumberland	Bankstown	part	7675	16	~~Being lot "2" on plan hereunto annexed marked "A"~~ Being Lot 58 on plan hereunto annexed marked "A".

And the transferee covenants with the transferor as per annexure "B" hereto.

ENCUMBRANCES, &c., REFERRED TO.

NIL

PLAN REFILED IN PLAN ROOM AS C.P. 414610

Signed at Sydney the 8th day of February 1960

Signed in my presence by the transferor
WHO IS PERSONALLY KNOWN TO ME
J. Sharah
SOLICITOR
SYDNEY

X J. Cunningham
Transferor.*

gSigned

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

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

A.R. Beckinsale
Solicitor
for the transferee(s).
Solicitor for the transferee(s) whose signature cannot be obtained without difficulty and delay

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

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

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

1,647 B

Req:R792383 /Doc:DL H442270 /Rev:24-Apr-1997 /Sts:OK.OK /Pgs:ALL /Prt:01-Dec-2017 12:07 /Seq:2 of 4
Ref:2170180 /Src:M

H 442270
No.

LODGED BY Boyce & Boyce 74 Elizabeth St BE8881

PARTIAL DISCHARGE OF MORTGAGE.[h]
(N.B.—Before execution read marginal note.)

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.

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

Dated at this day of 19 .

Signed in my presence by

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 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.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS[1]

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.

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED

MEMORANDUM OF TRANSFER
Subject to Covenant

DOCUMENTS LODGED HEREWITH.
To be filled in by person lodging dealing.

1 4 Received Docs. Nos.
2 5 Receiving Clerk.
3 6

Checked by

Particulars entered in Register Book,
Volume 7932 Folio 16

M. D.

Passed (in S.D.B.) by

the 29th day of June 19 at

Signed by

20 minutes past 1 o'clock in the afternoon.

Registrar-General

REGISTRAR GENERAL NEW SOUTH WALES

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		12.5.60
Draft written		18/5/60
Draft examined		21/5/60
Diagram prepared		2/6/60
Diagram examined		3/6/60
Draft forwarded		3/6/60
Supt. of Engrossers		8/6/60
Cancellation Clerk		

Vol. 7932 Fol. 145

FEES.

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

(a) £2 where the memorandum of transfer is accompanied by (no relevant) Certificates of Title or Crown Grants, otherwise £2 6s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.

(b) A supplementary charge of 10s. is made in each of the following—
(i) where a restrictive covenant is imposed; or
(ii) a new easement is created; or
(iii) a partial discharge of mortgage is endorsed on the transfer.

(c) Where a new Certificate of Title must issue the scale charges are—
(i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
(ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
(iii) as approved where more than one simple diagram, or an extensive diagram will appear.

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

IE 1105—91 457—W.

H442271 } to follow
H503937 }

Req:R792383 /Doc:DL H442270 /Rev:24-Apr-1997 /Sts:OK.OK /Pgs:ALL /Prt:01-Dec-2017 12:07 /Seq:3 of 4
Ref:2170180 /Src:M

H 442270

"B"

This is the annexure marked "B" referred to in Memorandum of Transfer between JOHN DANIEL CUNNINGHAM and ROSEDALE DEVELOPMENTS PTY. LIMITED

DATED the 8th day of February 1960.

The Transferee and its assigns COVENANTS with the Transferor for himself and his assigns for the benefit of the adjoining land owned by the Transferor namely Lot 5A in Plan of Subdivision ~~lodged for registration under dealing No. H~~ hereunto annexed marked "A" but only during the ownership thereof by the Transferor and his assigns other than Transferees on sale that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the Transferor or his assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor and his assigns in favour of any person dealing with the Transferee or its 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 Registered Proprietor or Registered Proprietors for the time being of such adjoining land.

SIGNED in my presence by the Transferor who is personally known to me:

SOLICITOR

× J. Cunningham

THE COMMON SEAL of ROSEDALE DEVELOPMENTS PTY. LIMITED was hereunto affixed pursuant to a resolution by the Board of Directors in the presence of:

ROSEDALE DEVELOPMENTS PTY. LIMITED Common Seal

.....
Director

Req:R792383 /Doc:DL H442270 /Rev:24-Apr-1997 /Sts:OK.OK /Pgs:ALL /Prt:01-Dec-2017 12:07 /Seq:4 of 4
Ref:2170180 /Src:M

BOYCE + BOYCE
SOLICITORS
79 ELIZABETH ST.
BALLARAT

Req:R792384 /Doc:DL L540276 /Rev:01-May-1997 /Sts:OK.OK /Pgs:ALL /Prt:01-Dec-2017 12:07 /Seq:1 of 4
Ref:2170180 /Src:M

No. L540276

R.P. 13A

Fees:—
Lodgment
Endorsement

NEW SOUTH WALES

'69 AUG 19 AM 11:32

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

$11-00
8/8/69

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

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

All blanks should be ruled up before signing.

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

I, PARKES DEVELOPMENTS PTY. LIMITED and ROSEDALE DEVELOPMENTS PTY. LIMITED

(herein called transferor)

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

SEVEN THOUSAND TWO HUNDRED DOLLARS

($7,200.00) (the receipt whereof is hereby acknowledged) paid to it by

the within-mentioned Transferee

do hereby transfer to

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

b WALTER WELLI of 38 Chelmsford Avenue, Belmore, Carpenter

(herein called transferee)

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

c The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. ").

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	BANKSTOWN	WHOLE	10174	64	

25787—Yt | 68 K 1163—3 St 497—I. V. C. N. Blight, Government Printer

Req:R792384 /Doc:DL L540276 /Rev:01-May-1997 /Sts:OK.OK /Pgs:ALL /Prt:01-Dec-2017 12:07 /Seq:2 of 4
Ref:2170180 /Src:M

And the transferee covenant(s) with the transferor[d] for himself his executors administrators and assigns hereby covenants with the Transferor its successors and assigns for the benefit of the residue of the land contained in ~~Certificate of Title Volume 1017 Folio 64~~ Lot 1 DP 227490 that any dwelling house or houses erected on the lot hereby transferred shall be constructed of brick and/or brick veneer and/or stone or timber and shall not be of a less area than ten squares. The burden of this covenant is on the lot hereby transferred and this restriction may be released varied or modified by the Transferor or the owner or owners for the time being of such adjoining land.

d Strike out if unnecessary, or suitably adjust.
(i) If any easements are to be created or any exceptions to be made: or
(ii) If the statutory covenants implied by the Act are intended to be varied or modified.
Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO:[e]

~~Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ 227490

Crown Grant reservations
Covenants created by Transfers Nos. B147498 and H442270
Restrictions as to user created by registration of D.P.227490
Right of carriageway, created by registration of D.P.227490
Right of carriageway 12ft wide created by registration of D.P.227490 Ø

Ø Vide K159/5v

e A very short note will suffice.

K 1165—3 S. 497—1

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."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (*b*) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(*a*) *in any part of the British dominions outside the State of New South Wales* by signing or acknowledging 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 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 a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(*b*) *in the United Kingdom* by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(*c*) *in any foreign place* by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent). (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), 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.

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

h 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.

Signed at Sydney the 11th day of May 1965.

The COMMON SEAL OF PARKES DEVELOPMENTS PTY LIMITED & ROSEDALE DEVELOPMENTS PTY LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of:

Director.

Secretary.

Director.

Secretary.

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

E. Caroli J.P.

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

Walter Valli

Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19 .

Signed in the presence of—

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

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

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

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

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

K 1165—2 5c 437—3

Req:R792384 /Doc:DL L540276 /Rev:01-May-1997 /Sts:OK.OK /Pgs:ALL /Prt:01-Dec-2017 12:07 /Seq:4 of 4
Ref:2170180 /Src:M

No. L540276

Lodged by HICKSON LAKEMAN & HOLCOMBE SOLICITORS,
Address 42 HUNTER STREET, SYDNEY,
Phone No. 25-5581 — 25-5311

PARTIAL DISCHARGE OF MORTGAGE

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

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.

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

Dated at *this* *day of* 19

Signed in my presence by

who is personally known to me

Mortgagee.

DOCUMENTS LODGED HEREWITH
To be filled in by person lodging dealing

1.
2.
3.
4.
5.
6.
7.

Received Docs. Nos.

Receiving Clerk

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Indexed

Checked by

Passed (in S.D.B.) by

Signed by

MEMORANDUM OF TRANSFER

Particulars entered in Register Book

29-12-1969

at 11am

Registrar General

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		

VOL. FOL.

K 1165—1 St 137—1

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PLANNING CERTIFICATE

UNDER SECTION 149 (2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

Info Track
DX 578
SYDNEY

CERTIFICATE DETAILS

NUMBER	20174784	**DATE**	05-Dec-2017

RECEIPT AND REFERENCE DETAILS

FEE	$53.00		
RECEIPT NUMBER	3774179	**RECEIPT DATE**	01-Dec-2017
REFERENCE	2170180:35818		

PROPERTY DESCRIPTION

PROPERTY	12 Valley Road, PADSTOW HEIGHTS NSW 2211		
TITLE	Lot 14 DP 227490		
PARISH	Bankstown	**COUNTY**	CUMBERLAND

PLANNING INSTRUMENTS

In accordance with Section 149(2) and at the date of this certificate the following Environmental Planning Instruments apply to the land.

Bankstown Local Environmental Plan 2015 Gazetted on 05-Mar-2015

LAND ZONING

R2 Low Density Residential

BANKSTOWN CUSTOMER SERVICE CENTRE
Upper Ground Floor, Civic Tower, 66-72 Rickard Road,
Bankstown NSW 2200, PO Box 8, Bankstown NSW 1885

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SECTION 149(2) DETAILS

In accordance with section 149(2) of the Environmental Planning and Assessment Act 1979 (as amended) and at the date of this certificate, the following prescribed matters relate to the land.

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

Affected by Bankstown Local Environmental Plan 2015 Amendments and Planning Proposals in respect of general information as detailed in Appendix 1.

Affected by State Environmental Planning Policies (SEPP's), Proposed State Environmental Planning Policies and Deemed State Environmental Planning Policies as detailed in Appendix 2.

Affected by Draft Coastal Management SEPP 2016.

Affected by Bankstown Development Control Plan 2015 (refer to Appendix 3 which lists the contents chapters within the DCP).

2. ZONING AND LAND USE UNDER RELEVANT LEPs

Unless specified otherwise in this section of the certificate, the land does not include or comprise critical habitat, is not in a conservation area and has no environmental heritage item on the land.

The purposes for which the plan or instrument provides that development may be carried out within the zone without the need for development consent are specified in clause 3.1 of the LEP 2015 plan and the land use table as detailed in Appendix 4. Reference should be made to the LEP 2015 plan as a whole for details.

The purposes for which the plan or instrument provides that development may not be carried out within the zone except with development consent are specified in Part 2 and clause 3.2 of the LEP 2015 plan and detailed in Appendix 4. Reference should be made to the LEP 2015 plan as a whole for details.

The purposes for which the plan or instrument provides that development is prohibited within the zone are specified in Part 2 and clauses 4.1A-2(c), 4.1B-2(4), 6.6 and 6.8 of the LEP 2015 plan and detailed in Appendix 4. Reference should be made to the LEP 2015 plan as a whole for details.

2A. ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

Unless specified otherwise in this section of the certificate, the land is not within any zone or land use under a Precinct Plan, a proposed Precinct Plan or Part 3 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006.

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3. COMPLYING DEVELOPMENT

Housing Code

Complying development under the Housing Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may not** be carried out on the land.
The land is non complying because the land has been identified by an environmental planning instrument as being either one of the following zones:-

- B5 Business Development, B6 Enterprise Corridor, B7 Business Park
- IN1 General Industrial, IN2 Light Industrial
- SP1 Special Activities, SP2 Infrastructure
- RE1 Public Recreation, RE2 Private Recreation
- E1 National Park and Nature Reserves
- Land unzoned under LEP 2015.....*refer to the Land Zoning of this certificate on page 1.*

OR
The land is affected by one or more of the following 4 exemptions:-

- A Heritage item ..... *refer to clause 2 of this certificate,*
- Land in the 25 or higher ANEF contour ..... *refer to clause 7 of this certificate,*

(Unless the development is only for the erection of ancillary development, the alteration of or an addition to ancillary development or the alteration of a dwelling house)

- Acid sulfate soils class 1 or 2 ..... *refer to clause 7 of this certificate,*
- Land in a vegetated buffer area ..... *refer to clause 7 of this certificate.*

Note: If the land has been rendered non complying due to an exemption listed above, you are advised to check with Council for the extent of the exemption. The Code may render the land complying for any land which is outside the extent of the exemption. Reference should be made to the "Planning Maps" on Council's website www.bankstown.nsw.gov.au which identifies the land exemptions.

Housing Alterations Code

Complying development under the Housing Alterations Code within the provisions of "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Subdivisions Code (strata subdivision)

Complying development under the Subdivisions Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Rural Housing Code

Complying development under the Rural Housing Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may not** be carried out on the land.
The land is non complying because the land has been identified by an environmental planning instrument as being either one of the following zones:-

- R2 Low Density Residential, R3 Medium Density Residential, R4 High Density Residential
- B1 Neighbourhood Centre, B2 Local Centre, B4 Mixed Use, B5 Business Development, B6 Enterprise Corridor, B7 Business Park
- IN1 General Industrial, IN2 Light Industrial
- SP1 Special Activities, SP2 Infrastructure
- RE1 Public Recreation, RE2 Private Recreation
- E1 National Park and Nature Reserves
- Land unzoned under LEP 2015.....*refer to the Land Zoning of this certificate on page 1.*

OR
The land is affected by one or more of the following 4 exemptions:-

- A Heritage item ..... *refer to clause 2 of this certificate,*
- Land in the 25 or higher ANEF contour.... ..... *refer to clause 7 of this certificate,*

(Unless the development is only for the erection of ancillary development, the alteration of or an addition to ancillary development or the alteration of a dwelling house)

- Acid sulfate soils class 1 or 2 ..... *refer to clause 7 of this certificate,*
- Land in a vegetated buffer area ..... *refer to clause 7 of this certificate,*

Note: If the land has been rendered non complying due to an exemption listed above, you are advised to check with Council for the extent of the exemption. The Code may render the land complying for any land which is outside the extent of the exemption. Reference should be made to the "Planning Maps" on Council's website www.bankstown.nsw.gov.au which identifies the land exemptions.

General Development Code

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Complying development under the General Development Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Demolition Code
Complying development under the Demolition Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Fire Safety Code
Complying development under the Fire Safety Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Commercial and Industrial Alterations Code
Complying development under the Commercial and Industrial Alterations Code within the provisions of "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may not** be carried out on the land.
The land is non complying because the land has been identified by an environmental planning instrument as being either one of the following zones:-

- RU4 Primary Production Small Lots
- R2 Low Density Residential, R3 Medium Density Residential, R4 High Density Residential
- SP1 Special Activities, SP2 Infrastructure
- RE1 Public Recreation, RE2 Private Recreation
- E1 National Park and Nature Reserves
- Land unzoned under LEP 2015.....*refer to the Land Zoning of this certificate on page 1.*

OR
The land is affected by one of the following exemptions:-

- A Heritage item ..... *refer to clause 2 of this certificate.*
- A Flood Control Lot .....*refer to clause 7A of this certificate.*

Note: If the land has been rendered non complying due to an exemption listed above, you are advised to check with Council for the extent of the exemption. The Code may render the land complying for any land which is outside the extent of the exemption. Reference should be made to the "Planning Maps" on Council's website www.bankstown.nsw.gov.au which identifies the land exemptions.

Further: Although the land is non complying for Subdivisions 9 & 10, the Code may render the land complying for Subdivisions 1-8 and 11-12. Reference should be made to "Part 5 – Commercial and Industrial Alterations Code" of the SEPP for details.

Commercial and Industrial (New Buildings and Additions) Code
Complying development under the Commercial and Industrial (New Buildings and Additions) Code within the provisions of "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may not** be carried out on the land.
The land is non complying because the land has been identified by an environmental planning instrument as being either one of the following zones:-

- RU4 Primary Production Small Lots
- R2 Low Density Residential, R3 Medium Density Residential, R4 High Density Residential
- SP1 Special Activities, SP2 Infrastructure
- RE1 Public Recreation, RE2 Private Recreation
- E1 National Park and Nature Reserves
- Land unzoned under LEP 2015.....*refer to the Land Zoning of this certificate on page 1.*

OR
The land is affected by one of the following exemptions:-

- A Heritage item ..... *refer to clause 2 of this certificate.*
- Acid Sulfate Soils class 1 or 2 .....*refer to clause 7 of this certificate*
- A Vegetated Buffer Area.....*refer to clause 7 of this certificate*

Note: If the land has been rendered non complying due to an exemption listed above, you are advised to check with Council for the extent of the exemption. The Code may render the land complying for any land which is outside the extent of the exemption. Reference should be made to the "Planning Maps" on Council's website www.bankstown.nsw.gov.au which identifies the land exemptions.

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4. COASTAL PROTECTION

Unless specified otherwise in this section of the certificate, the land is not affected by the operation of Section 38 or 39 of the Coastal Protection Act 1979.

4A. CERTAIN INFORMATION RELATING TO BEACHES AND COASTS

Unless specified otherwise in this section of the certificate, the land is not subject to an order under Part 4D of the Coastal Protection Act 1979 in relation to temporary coastal protection works (or on public land adjacent to the land) and, Council has not been notified under Section 55X of the Coastal Protection Act 1979 that temporary coastal protection works have been placed on the land (or on public land adjacent to the land).

4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

Unless specified otherwise in this section of the certificate, the owner (or any previous owner) has not consented in writing that the land is subject to annual charges under Section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works.

5. MINE SUBSIDENCE

Not affected by Section 15 of the Mine Subsidence Compensation Act 1961, proclaiming land to be a mine subsidence district.

6. ROAD WIDENING AND REALIGNMENT

Not affected by any road widening or road realignment under (1) Division 2 of part 3 of the Roads Act 1993; or (2) any Environmental Planning Instrument; or (3) any resolution of Council. However, should your property be near an arterial or main road you should check with the Roads and Maritime Services for possible affectations.

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7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Unless specified otherwise in this section of the certificate, the land is not affected by policies adopted by Council or by any other authority (that has notified Council of its adoption) that restricts development of the land. For bush fire prone land refer to section 11. For flood prone land refer to section 7A.

Land in a vegetated buffer area.
The land is "excluded land identified by an environmental planning instrument" being in a vegetated buffer area under the "Greater Metropolitan Regional Environmental Plan No.2 – Georges River Catchment".
(Non complying development land exemption under the Housing Code and the Rural Housing Code)

Affected by a resolution of Council adopting a policy, which may restrict the development of the land because of the likelihood of acid sulfate soils. For further information, please refer to clause 6.1 of LEP 2015 or contact Councils Planning staff on 9707 9000.

Affected by a resolution of Council adopting a policy concerning the management of contaminated land. That policy applies to all land in the City of Canterbury-Bankstown and will restrict development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Council's website at www.bankstown.nsw.gov.au or from the Customer Service Area.

Note: Additional information regarding contaminated land matters for this property may also be provided on part 5 of this section 149 planning certificate. For further information contact Council on 9707 9000.

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

Unless specified otherwise in this section of the certificate, the land is not affected by flood related development controls.

8. LAND RESERVED FOR ACQUISITION

Not affected by either an Environmental Planning Instrument or proposed Environmental Planning Instrument referred to in clause 5.1 providing for the acquisition of the land or part of the land by a public authority, as referred to in Section 27 of the Environmental Planning & Assessment Act. Reference should be made to the LEP 2015 plan as a whole for details.

9. CONTRIBUTION PLANS

Affected by Bankstown City Council Section 94A Development Contributions Plan 2009 which allows Council to impose a levy on development within the City of Canterbury-Bankstown in accordance with Directions issued by the Minister for Planning. The levy will be spent on the provision of public works and infrastructure. Date of commencement 8th June 2009. For further details on the plan contact Council on 9707 9000 or visit Council's website – www.bankstown.nsw.gov.au

9A. BIODIVERSITY CERTIFIED LAND

Unless specified otherwise in this section of the certificate, the land is not biodiversity certified land within the meaning of Part 7AA of the Threatened Species Conservation Act 1995.

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10. BIOBANKING AGREEMENTS

Unless specified otherwise in this section of the certificate, the land is not subject to a Biobanking Agreement under Part 7A of the Threatened Species Conservation Act 1995, made by the Department of Environment, Climate Change and Water that has notified Council of the existence of the agreement.

11. BUSHFIRE PRONE LAND

Unless specified otherwise in this section of the certificate, the land is not bushfire prone.

Bushfire prone land.
Affected by a policy adopted by the NSW Rural Fire Service indicating that the land is shown as wholly bush fire prone land under records held within Council. Further details of any applicable restrictions on development of the land may be obtained by contacting Council on 9707 9000.

12. PROPERTY VEGETATION PLANS

Unless specified otherwise in this section of the certificate, the land is not subject to a Property Vegetation Plan under the Native Vegetation Act 2003, as approved by any other authority that has notified Council of the existence of the plan.

13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Unless specified otherwise in this section of the certificate, the land is not subject to a Tree Order under the Trees (Disputes Between Neighbours) Act 2006, made by an authority that has notified Council of the existence of the order.

14. DIRECTIONS UNDER PART 3A

Unless specified otherwise in this section of the certificate, the land is not subject to a Direction by the Minister under section 75P (2) (c1) of the Act that a provision of an EPI does not have an effect.

15. CONDITIONS AFFECTING SENIORS HOUSING

Unless specified otherwise in this section of the certificate, the land is not subject to a development application granted after 12.10.2007 under SEPP (Housing for Seniors or People with a Disability) 2004 setting out the terms of any conditions imposed under clause 18(2) or a current site compatibility certificate issued under clause 25 of the SEPP.

16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

Unless specified otherwise in this section of the certificate, the land is not subject to a development application under clause 19 of SEPP (Infrastructure) 2007 where a valid site compatibility certificate has been issued.

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17. SITE COMPATIBILITY CERTIFICATES & CONDITIONS FOR AFFORDABLE RENTAL HOUSING

Unless specified otherwise in this section of the certificate, the land is not subject to a development application under SEPP (Affordable Rental Housing) 2009 where a valid site compatibility certificate and conditions have been issued.

18. PAPER SUBDIVISION INFORMATION

Unless specified otherwise in this section of the certificate, the land is not subject to a paper subdivision or subdivision order.

19. SITE VERIFICATION CERTIFICATES

Unless specified otherwise in this section of the certificate, the land is not subject to a current site verification certificate of which the Council is aware in respect to Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

20. LOOSE–FILL ASBESTOS INSULATION

A residential dwelling erected on this land has not been identified in the Loose–Fill Asbestos Insulation Register as containing loose–fill ceiling insulation. Contact NSW Fair Trading for more information.

MATTERS ARISING UNDER THE CONTAMINATED LAND MANAGEMENT ACT, 1997

Unless specified otherwise in this section of the certificate, there are no matters arising under Section 59(2) of the Contaminated Land Management Act 1997.

MATTERS ARISING UNDER THE NATION BUILDING AND JOBS PLAN (STATE INFRASTRUCTURE DELIVERY) ACT, 2009

Unless specified otherwise in this section of the certificate, there are no matters arising under Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009.

This completes the prescribed matters for the certificate under section 149(2) of the Environmental Planning and Assessment Act 1979, as amended. While this certificate indicates the zoning of the land, it is suggested that the relevant Planning Instrument be inspected on Council's website under Development – Planning Maps or at Council's Customer Service Centre to provide an overall view of the area and the site's surrounding zonings.

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Please contact Council's general enquiries number listed at the bottom of this sheet for further information about any matter referred to in this certificate.

M. Ratkun

Melissa Ratkun
Manager Information Management

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Appendix 1

Bankstown Local Environmental Plan 2015 Amendments & Planning Proposals.

(relating to general information only which may affect part or the whole of the City)

Note: As of 1 July 2009, Draft LEP's have been replaced with "Planning Proposals". A planning proposal is a document that explains the intended effect of, and justification for, a proposed LEP.

Nil

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Appendix 2

State Environmental Planning Policies (SEPP's), Proposed SEPP's and Deemed SEPP's

Note: The names of the relevant instrument's plus their gazettal dates are listed below. For further details please refer to the Department of Planning website www.planning.nsw.gov.au under the heading "Planning System – Legislation and Planning Instruments".

SEPP No.19 – Bushland in Urban Areas, gazetted 24.10.1986
SEPP No.21 – Caravan Parks, gazetted 24.4.1992
SEPP No.30 – Intensive Agriculture, gazetted 8.12.1989
SEPP No.32 – Urban Consolidation (Redevelopment of Urban Land), gazetted 15.11.1991
SEPP No.33 – Hazardous and Offensive Development, gazetted 13.3.1992
SEPP No.50 – Canal Estate Development, gazetted 10.11.1997
SEPP No.55 – Remediation of Land, gazetted 28.8.1998
SEPP No.62 – Sustainable Aquaculture, gazetted 25.8.2000
SEPP No.64 – Advertising and Signage, gazetted 16.3.2001
SEPP No.65 – Design Quality of Residential Flat Development, gazetted 26.7.2002
SEPP – (Housing for Seniors or People with a Disability) 2004, gazetted 31.3.2004
SEPP – (Building Sustainability Index: BASIX) 2004, gazetted 25.6.2004
SEPP – (Major Development) 2005, gazetted 1.8.2005
SEPP – (Mining, Petroleum Production and Extractive Industries) 2007, gazetted 16.2.2007
SEPP – (Miscellaneous Consent Provisions) 2007, gazetted 26.10.2007
SEPP – (Infrastructure) 2007, gazetted 21.12.2007
SEPP – (Exempt and Complying Development Codes) 2008, gazetted 12.12.2008
SEPP – (Affordable Rental Housing) 2009, gazetted 31.7.2009
SEPP – (Sydney Drinking Water Catchment) 2011, gazetted 21.1.2011

PROPOSED SEPP - Competition SEPP, 27.7.2010

Note: As of 1 July 2009, regional environmental plans (REPs) are no longer part of the hierarchy of environmental planning instruments in NSW. The removal of the REP layer is intended to simplify the State's planning system. All existing REPs (listed below) are now deemed State environmental planning policies (SEPPs).

Deemed SEPP – Greater Metropolitan Regional Environmental Plan No. 2 – Georges River Catchment, gazetted 5.2.1999

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Appendix 3

Bankstown Development Control Plan 2015

DATE OF COMMENCEMENT – 13th May 2015

The following is a list of the contents within Bankstown Development Control Plan 2015. If further information is required please contact Council on 9707 9000.

INTRODUCTION	
PART A	**PRECINCT CONTROLS**
A1	Centres
A2	Corridors
A3	Key infill development sites
PART B	**GENERAL CONTROLS**
B1	Residential development
B2	Commercial centres
B3	Industrial precincts
B4	Sustainable development
B5	Parking
B6	Child care centres
B7	Educational establishments
B8	Places of public worship
B9	Sex services premises
B10	Telecommunications facilities
B11	Tree preservation order
B12	Flood risk management

Please note: Council may from time to time exhibit draft changes to the development control plan that may affect your land. To find out more, please contact Council on 9707 9000 or view Council's website and refer to the Development Control Plan - www.bankstown.nsw.gov.au

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Appendix 4

Land Use Table

Note. A type of development referred to in the Land Use Table is a reference to that type of development only to the extent it is not regulated by an applicable State environmental planning policy. The following State environmental planning policies in particular may be relevant to development on land to which this Plan applies:
State Environmental Planning Policy (Affordable Rental Housing) 2009 (including provision for secondary dwellings)
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (Infrastructure) 2007 (relating to public facilities such as those for air transport, correction, education, electricity generation, health services, ports, railways, roads, waste management and water supply systems)
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (Rural Lands) 2008
State Environmental Planning Policy No 33—Hazardous and Offensive Development
State Environmental Planning Policy No 50—Canal Estate Development
State Environmental Planning Policy No 62—Sustainable Aquaculture
State Environmental Planning Policy No 64—Advertising and Signage

Zone RU4 Primary Production Small Lots
Permitted without consent Home occupations
Permitted with consent Agriculture; Animal boarding or training establishments; Building identification signs; Business identification signs; Dwelling houses; Environmental facilities; Environmental protection works; Extensive agriculture; Farm buildings; Flood mitigation works; Intensive plant agriculture; Kiosks; Plant nurseries; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Roads; Roadside stalls; Water supply systems
Prohibited Any development not specified in item 2 or 3

Zone R2 Low Density Residential
Permitted without consent Home occupations
Permitted with consent Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Car parks; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Hospitals; Information and education facilities; Jetties; Multi dwelling housing; Places of public worship; Public administration buildings; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Water recreation structures; Water supply systems
Prohibited Any development not specified in item 2 or 3

Zone R3 Medium Density Residential
Permitted without consent Nil
Permitted with consent Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Car parks; Child care centres; Community facilities; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Group homes; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Places of public worship; Public administration buildings; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Water supply systems
Prohibited Any development not specified in item 2 or 3

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Zone R4 High Density Residential
Permitted without consent Nil
Permitted with consent Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Car parks; Child care centres; Community facilities; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Places of public worship; Public administration buildings; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Serviced apartments; Shop top housing; Water supply systems
Prohibited Any development not specified in item 2 or 3

Zone B1 Neighbourhood Centre
Permitted without consent Nil
Permitted with consent Boarding houses; Building identification signs; Bulky goods premises; Business identification signs; Business premises; Car parks; Child care centres; Community facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Garden centres; Hardware and building supplies; Health services facilities; Information and education facilities; Kiosks; Landscaping material supplies; Markets; Medical centres; Neighbourhood shops; Office premises; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Research stations; Residential flat buildings; Respite day care centres; Restaurants or cafes; Roads; Seniors housing; Service stations; Shop top housing; Shops; Take away food and drink premises; Timber yards; Tourist and visitor accommodation; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Water supply systems
Prohibited Any development not specified in item 2 or 3

Zone B2 Local Centre
Permitted without consent Nil
Permitted with consent Boarding houses; Building identification signs; Business identification signs; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Seniors housing; Service stations; Shop top housing; Tourist and visitor accommodation; Any other development not specified in item 2 or 4
Prohibited Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Residential accommodation; Rural industries; Sewage treatment plants; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies

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Zone B4 Mixed Use

Permitted without consent

Nil

Permitted with consent

Boarding houses; Building identification signs; Business identification signs; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Residential accommodation; Resource recovery facilities; Rural industries; Sewage treatment plants; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse and distribution centres; Waste disposal facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies

Zone B5 Business Development

Permitted without consent

Nil

Permitted with consent

Building identification signs; Bulky goods premises; Business identification signs; Business premises; Child care centres; Food and drink premises; Garden centres; Hardware and building supplies; Hotel or motel accommodation; Kiosks; Landscaping material supplies; Markets; Neighbourhood shops; Office premises; Passenger transport facilities; Plant nurseries; Respite day care centres; Roads; Serviced apartments; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Home occupations (sex services); Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Residential accommodation; Resource recovery facilities; Restricted premises; Rural industries; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies

Zone B6 Enterprise Corridor

Permitted without consent

Nil

Permitted with consent

Building identification signs; Bulky goods premises; Business identification signs; Business premises; Community facilities; Food and drink premises; Garden centres; Hardware and building supplies; Hotel or motel accommodation; Kiosks; Landscaping material supplies; Light industries; Markets; Multi dwelling housing; Neighbourhood shops; Office premises; Passenger transport facilities; Plant nurseries; Residential flat buildings; Roads; Seniors housing; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Home occupations (sex services); Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Residential accommodation; Resource recovery facilities; Restricted premises; Rural industries; Sewage treatment plants; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies

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Zone B7 Business Park
Permitted without consent Nil
Permitted with consent Building identification signs; Business identification signs; Child care centres; Light industries; Neighbourhood shops; Office premises; Passenger transport facilities; Respite day care centres; Roads; Warehouse or distribution centres; Any other development not specified in item 2 or 4
Prohibited Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Places of public worship; Port facilities; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Residential accommodation; Resource recovery facilities; Restricted premises; Rural industries; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Waste disposal facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies

Zone IN1 General Industrial
Permitted without consent Nil
Permitted with consent Agricultural produce industries; Building identification signs; Business identification signs; Depots; Food and drink premises; Freight transport facilities; Garden centres; General industries; Hardware and building supplies; Hospitals; Industrial training facilities; Kiosks; Landscaping material supplies; Light industries; Markets; Medical centres; Neighbourhood shops; Plant nurseries; Roads; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4
Prohibited Agriculture; Air transport facilities; Airstrips; Amusement centres; Biosolids treatment facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Child care centres; Commercial premises; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Function centres; Health services facilities; Heavy industrial storage establishments; Home occupations (sex services); Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Port facilities; Residential accommodation; Respite day care centres; Restricted premises; Rural industries; Schools; Sewage treatment plants; Signage; Tourist and visitor accommodation; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies

Zone IN2 Light Industrial
Permitted without consent Nil
Permitted with consent Agricultural produce industries; Building identification signs; Business identification signs; Depots; Food and drink premises; Garden centres; Hardware and building supplies; Hospitals; Industrial training facilities; Kiosks; Landscaping material supplies; Light industries; Markets; Medical centres; Neighbourhood shops; Plant nurseries; Roads; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4
Prohibited Agriculture; Air transport facilities; Airstrips; Amusement centres; Biosolids treatment facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Child care centres; Commercial premises; Correctional centres; Crematoria; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Recreation facilities (major); Residential accommodation; Resource recovery facilities; Respite day care centres; Restricted premises; Rural industries; Schools; Sewage treatment plants; Signage; Tourist and visitor accommodation; Transport depots; Truck depots; Waste disposal facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies

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Zone SP1 Special Activities
Permitted without consent Nil
Permitted with consent The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose
Prohibited Any development not specified in item 2 or 3

Zone SP2 Infrastructure
Permitted without consent Nil
Permitted with consent Roads; The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose
Prohibited Any development not specified in item 2 or 3

Zone RE1 Public Recreation
Permitted without consent Nil
Permitted with consent Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Car parks; Caravan parks; Charter and tourism boating facilities; Child care centres; Community facilities; Eco-tourist facilities; Emergency services facilities; Entertainment facilities; Environmental facilities; Environmental protection works; Extensive agriculture; Flood mitigation works; Food and drink premises; Function centres; Information and education facilities; Intensive plant agriculture; Jetties; Kiosks; Marinas; Markets; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Respite day care centres; Roads; Water recreation structures; Water supply systems; Wharf or boating facilities
Prohibited Any development not specified in item 2 or 3

Zone RE2 Private Recreation
Permitted without consent Nil
Permitted with consent Building identification signs; Business identification signs; Car parks; Community facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Helipads; Kiosks; Marinas; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Roads; Water supply systems
Prohibited Any development not specified in item 2 or 3

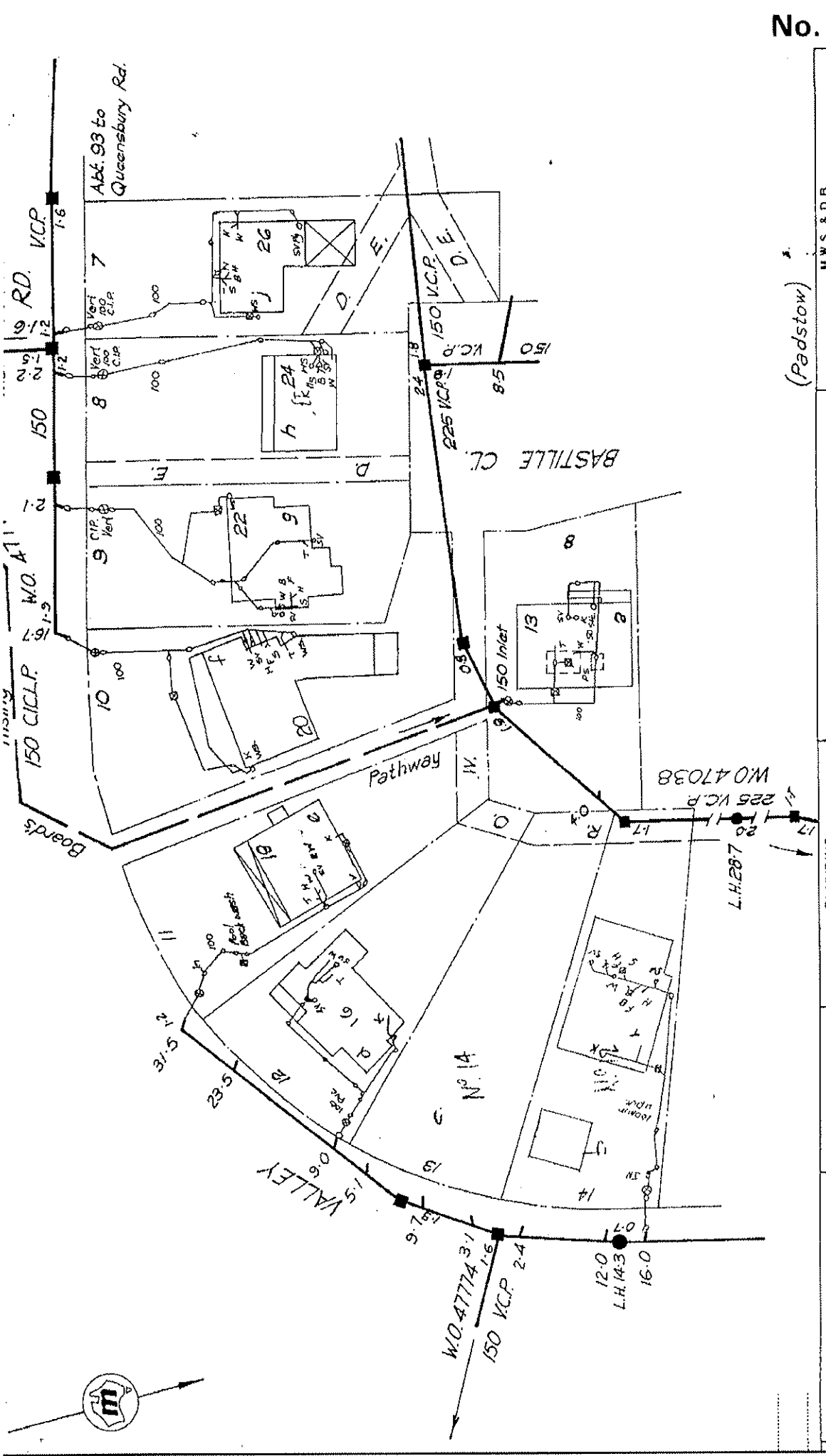
Zone E1 National Parks and Nature Reserves
Permitted without consent Uses authorised under the National Parks and Wildlife Act 1974
Permitted with consent Nil
Prohibited Any development not specified in item 2 or 3

Zone W1 Natural Waterways
Permitted without consent Nil
Permitted with consent Boat launching ramps; Boat sheds; Charter and tourism boating facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Jetties; Marinas; Mooring pens; Moorings; Water recreation structures; Wharf or boating facilities
Prohibited Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

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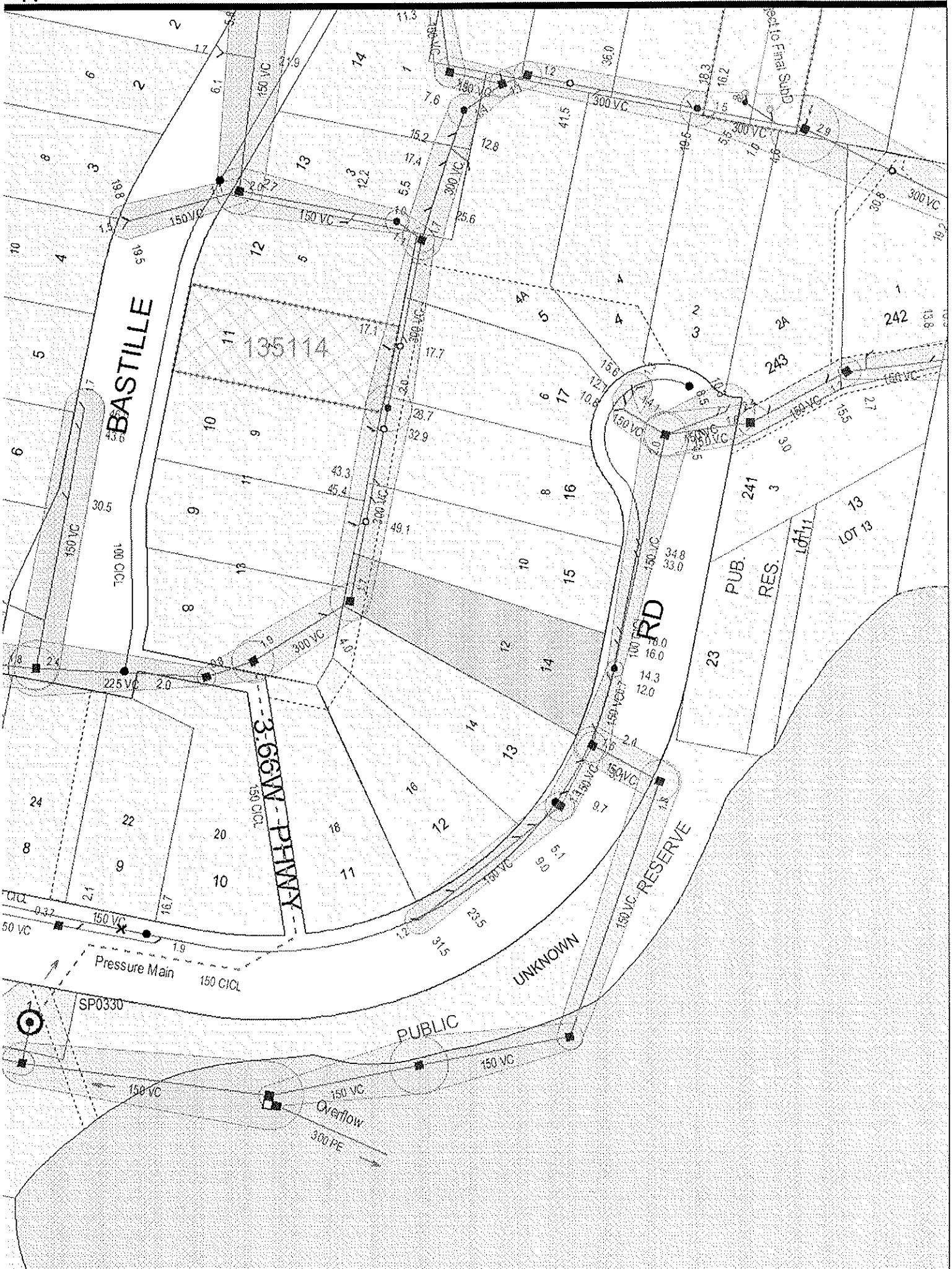
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This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection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

Application No. 9774450 Created on Dec 1, 2017 12:07:29 PM



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

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.

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—SWIMMING POOLS
An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

12 WARATAH ROAD KINGSTOWN NSW 2477

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.

2. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.

3. There is NO COOLING OFF PERIOD:
   (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
   (b) if the property is sold by public auction, or
   (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
   (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.

4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

12 VARLEY ROAD SHELLY'S NSW 2071

WARNINGS

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

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

If you think that any of these matters affects the property, 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 may become payable when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

SAMPLE RUPERTSTOWN REPORT 2017

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);
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);
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;
requisition	an objection, question or requisition (but the term does not include a claim);
remittance amount	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*;
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 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by giving cash (up to $2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

Property Exchange NSW

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.

6 Error or misdescription

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

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

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

7 Claims by purchaser

The purchaser can make a claim (including a claim under clause 6) before completion only by *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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

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

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

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

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either –

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

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

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

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

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

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

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10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

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

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –

12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or

12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the GST rate.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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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.

14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

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

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –

14.6.1 the amount is to be treated as if it were paid; and

14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

- **Vendor**

16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.

16.4 The legal title to the *property* does not pass before completion.

16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.

16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

- **Purchaser**

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –

16.7.1 the price less any:

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- deposit paid;
- *remittance amount* payable; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

- **Place for completion**

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

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

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

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

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

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

19 Rescission of contract

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

19.1.1 only by *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.

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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 fax to the *party's solicitor*, unless 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 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

- **Definitions and modifications**

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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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 not disclosed in this contract; or
- a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.

- **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

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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

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

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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) is restricted title land (land that cannot be transferred without consent under *legislation*).

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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.

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

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

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

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29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is a proposed *electronic transaction*; and

30.1.2 the purchaser *serves* a notice that it is an *electronic transaction within* 14 days of the contract date.

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction,* a *party serves* a notice that it will not be conducted as an *electronic transaction.*

30.3 If, because of clause 30.2, 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;

associated with the agreement under clause 30.1; and

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *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*;

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 receipt of the purchaser's notice under clause 30.1.2; and
- before the receipt of a notice given under clause 30.2;

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 receipt of the notice under clause 30.1.2 –

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 –

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30.6.1 *populate* the *Electronic Workspace* with *title data*;
30.6.2 create and *populate* an *electronic transfer*;
30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

30.7 *Normally*, *within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
30.7.1 join the *Electronic Workspace*;
30.7.2 create and *populate* an *electronic transfer*;
30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
30.8.1 join the *Electronic Workspace*;
30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.

30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –
30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
30.10.2 all certifications required by the *ECNL* are properly given; and
30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –
30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
30.11.3 clauses 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however
30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *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
- 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;

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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);
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;*
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 *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

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