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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 81595993	NSW DAN:
vendor's agent	Singer Residential		Phone: 0457056811
	Shop 2/ 78 Railway Cres Jannali, NSW 2226		Fax:
co-agent			Ref: Izabela Varnavel
vendor	GILBERT GEORGE TEXIER, MARLENE MARY TEXIER		
vendor's solicitor	Pacific Trade Legal		Phone:
	Suite 32 1 Dwyer St Chippendale NSW 2008		Fax:
			Ref: Texier Sale
date for completion	56 days after the contract date	(clause 15)	Email: info@pacifictradelegal.com.au
land (Address, plan details and title reference)	13 CARBINE CL CASULA NSW 2170 LOT 814 IN DEPOSITED PLAN 776200 814/776200		
	☑ 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: Shutters;		

exclusions

purchaser

purchaser's solicitor — Phone: / Fax: / Ref: / Email:

price $

deposit $ (10% of the price, unless otherwise stated)

balance $

contract date (if not stated, the date this contract was made)

buyer's agent

vendor **witness**

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

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

Choices

vendor agrees to accept a ***deposit-bond*** (clause 3)	☑ NO	☐ yes
Nominated *Electronic Lodgment Network (ELN)* (clause 30)	PEXA	
Electronic transaction (clause 30)	☐ no	☑ YES

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

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 59

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

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SECTION 66W CERTIFICATE

I,
of , , certify as follows:

1. I am a currently admitted to practise in New South Wales;

2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 13 CARBINE CL CASULA NSW 2170 from GILBERT GEORGE TEXIER, MARLENE MARY TEXIER to in order that there is no cooling off period in relation to that contract;

3. I do not act for GILBERT GEORGE TEXIER, MARLENE MARY TEXIER and am not employed in the legal practice of a solicitor acting for GILBERT GEORGE TEXIER, MARLENE MARY TEXIER nor am I a member or employee of a firm of which a solicitor acting for GILBERT GEORGE

4. TEXIER, MARLENE MARY TEXIER is a member or employee; and
I have explained to :

(a) The effect of the contract for the purchase of that property;
(b) The nature of this certificate; and
(c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date:

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

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

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

(a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and

(b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

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

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COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

2. **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—**

- **(a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or**
- **(b) the fifth business day after the day on which the contract was made—in any other case.**

3. **There is NO COOLING OFF PERIOD:**

- **(a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or**
- **(b) if the property is sold by public auction, or**
- **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.**

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

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

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

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

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

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

8. **The purchaser should arrange insurance as appropriate.**

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

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

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

12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

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

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

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

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.

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

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7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

12.2 to apply (if necessary in the name of the vendor) for –
12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

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

13 Goods and services tax (GST)

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

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

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –
13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

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

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

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

13.7 If this contract says the sale is not a taxable supply –
13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

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

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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.
13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
14.2 The *parties* must make any necessary adjustment on completion.
14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
14.6.1 the amount is to be treated as if it were paid; and
14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

● Vendor

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

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

16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

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

16.7.1 the price less any:
- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

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

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

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

16.10 On completion the deposit belongs to the vendor.

● Place for completion

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

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

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

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

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

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

17 Possession

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

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

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

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

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

19.1.1 only by *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.

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20 Miscellaneous

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

21 Time limits in these provisions

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

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 disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

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

● Notices, certificates and inspections

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

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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
- 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 –

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25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.
25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
27.4 If consent is refused, either *party* can *rescind*.
27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
27.6 If consent is not given or refused –
27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
27.7.1 under a *planning agreement*; or
27.7.2 in the Western Division.
27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

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

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29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –
29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.

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

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
30.1.1 this contract says that it is an *electronic transaction*;
30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction.*

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
30.2.2 if, at any time after the *effective date,* but at least 14 days before the date for completion, a *party serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction.*

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.3.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and
30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.

30.5 *Normally,* the vendor must *within* 7 days of the *effective date* –
30.5.1 create an *Electronic Workspace*;
30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
30.6.1 *populate* the *Electronic Workspace* with *title data*;
30.6.2 create and *populate* an *electronic transfer*;
30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

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

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30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –

30.8.1 join the *Electronic Workspace*;

30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and

30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –

30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;

30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and

30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.

30.10 Before completion, the *parties* must ensure that –

30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;

30.10.2 all certifications required by the *ECNL* are properly given; and

30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –

30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;

30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and

30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

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

30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and

30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;

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

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;

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

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

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

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

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

32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

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SPECIAL CONDITIONS

Conditions of sale of land by auction

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
   (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
   (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
   (c) The highest bidder is the purchaser, subject to any reserve price;
   (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
   (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
   (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
   (g) A bid cannot be made or accepted after the fall of the hammer;
   (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2) The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
   (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
   (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
   (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce 'vendor bid'.
3) The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
   (a) More than one vendor bid may be made to purchase interest of a co-owner;
   (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
   (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;

(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

SPECIAL CONDITIONS

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

BETWEEN [insert VENDOR] of [INSERT ADDRESS] (**Vendor**)

AND of (**Purchaser**)

1) Service on non-business day

Where a document is serviced on a day which is not a business day, it will be taken to have been served on the commencement of the next business day.

2) Service by email only (replaces 20.6.5)

Despite anything in clause 20.6, a document under or relating to this contract is served if it is sent by email to the party's solicitor, unless in either case it is not received.

3) Documents attached to contract (Paragraph (b) replaced clause 20.1)

(a) For the purposes of clause 10, the substance of all material contained in any document (or copy of any document) attached to this contract is disclosed in this contract where or not included in the list of documents on page 2.

(b) If before this contract is signed by or on behalf of the Purchaser a document or copy of a document, at the request of the Vendor or the Vendor's solicitor, was attached to this contract by or on behalf of the Purchaser or the Purchaser's solicitor, the person attaching that document or copy did so as the agent of the Vendor.

4) Severance

Any provision of this contract which is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability but for the purposes of clarity the validity or enforceability of the remaining provisions of this contract will not be affected.

5) Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

6) Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

7) Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

(a) In its present condition and state of repair;

(b) Subject to all defects latent and patent;

(c) Subject to any infestations and dilapidation;

(d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and

(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

8) Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

9) Agent

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

10) Smoke alarms

The property has smoke alarms installed.

11) Swimming pool

The vendor discloses that a swimming pool is included in the property, and the purchaser shall take the swimming pool and surrounds and fencing, if any, in its present state of repair and will not make any objection, requisition or claim for compensation in relation thereto or as to compliance or otherwise with the *Swimming Pools Act 1992* (NSW) by the swimming pool surrounds, and in particular, should the purchaser require a swimming pool fence or should any competent authority issue any notice requiring the erection of a swimming pool fence, or any other work pursuant to the *Swimming Pools Act 1992* (NSW) or any other act of regulation, such fence or work will be erected out carried out by the purchaser and at the sole expense of the purchaser.

12) Deposit bond

(a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.

(b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemedto be payment of the deposit in accordance with this contract.

(c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.

(d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

13) Contamination

(a) The purchaser accepts the property in its present condition and state of repair and latent or patent defects including any contamination by any hazardous substances.

(b) The purchaser will make no objection, requisition or claim for compensation nor have any right of rescission or termination arising from the existence of any contaminants in or on the property.

14) Release of Deposit

The purchaser acknowledges and agrees that they will, at the request of the vendor, authorise the selling agent to release the whole or part of the deposit monies to the vendor as the vendor may direct upon expiration of the cooling off period, if any, under the contract.

15) Exchange on less than 10% deposit

Although a full 10% deposit is payable by the purchaser, the vendor has agreed to allow the purchaser to exchange the contract on the basis that only part of the deposit is paid at the time of exchange being $. The balance of the deposit must be paid by the purchaser to the deposit holder as soon as possible as an earnest that the full price will be paid on completion. The full earnest of 10% of the price will be forfeited in the event that the purchaser fails to complete in accordance with the terms of this contract.

Note: The full 10% deposit is to be inserted on the front page of the contract.

16) Whole agreement

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement.

17) Amendments to printed conditions

(a) Clause 3 is deleted;
(b) Clause 7.1.1 is deleted;
(c) Clause 7.1.2, the number "14" is deleted and replaced with the number "7";
(d) Clause 7.2.1, the number "10%" is deleted and replaced with the number "1%"

(e) Clause 13.5 is deleted;
(f) Clause 13.9 is deleted;
(g) Clause 16.6 is deleted;
(h) Clause 16.8 is deleted;
(i) Clause 20.1 is deleted;
(j) Clause 20.6.5 is deleted;
(k) In clause 23.2.8, after the words “the property”, the words "except for the purposes of clause 11” are inserted;
(l) In clause 23.2.7, after the words “owners corporation”, the words “on the common property” are inserted;
(m) Clause 23.9 is deleted;
(n) Clause 23.6.2 is amended by inserting “irrespective of when the contribution was determined” at the end of this clause;
(o) Clause 23.13 is deleted;
(p) The first sentence of clause 23.14 is deleted;
(q) Clause 13.2 is deleted.

18) FIRB Approval

The purchaser warrants the provisions of the Foreign Acquisitions and Takeovers Act 1975 (and any amendments therewith) requiring the obtaining of consent to certain transactions do not apply to the purchaser and they are not a Foreign Resident under the Act. If the purchaser breaches this warranty, whether deliberately or unintentionally, the purchaser will indemnify and compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence of this breach by the purchaser.

19) COVID-19 and Extenuating Circumstances

(a) Settlement of this matter can be delayed by the vendor for a period of up to 21 days by providing notice and evidence of any or all of the following at least 24 hours prior to settlement:

i. Confirmation of the extension required as a result of any vendor being required to self-isolate due to COVID 19 (Coronavirus); or

ii. Confirmation of the extension required as a result of any vendor being hospitalised due to COVID 19 (Coronavirus); or

iii. The Federal or State Government ordering restrictions on movement that may restrict the vendors rights to relocate from the Property.

(b) Should settlement be delayed as a result of this clause, interest under special condition 8 shall not be payable and the contract settlement date would be deemed extended.

(c) Pursuant to this clause 18, the parties agree that the completion date shall be extended by 14 days without the parties incurring any penalties or costs otherwise provided for under this Contract during such period.

20) Electronic Signatures

(a) The parties agree to accept, for the purpose of electronic exchange of contracts, signatures by either the vendor or purchaser which are facsimile, photocopy or any other form of electronic signatures.
(b) The parties agree that they shall not make a requisition, objection, claim or delay completion due to the matter of execution of this contract as at the exchange date.

21) Christmas and New Year Period

Notwithstanding any other clause in this Contract:

(a) Completion will not be required to take place between 22 December of any year and 13 January of any year ("New Year Period");
(b) If Completion is due to take place during the New Year Period, the Completion will take place on the next business day following the end of the New Year Period, or any other date following the end of the New Year Period as agreed to between the parties;
(c) Any notices or documents served during the New Year Period are taken to be served on the next business day following the end of the New Year Period; and
(d) Time will not run during the New Year Period for any notices or documents served under or relating to this Contract.

22) SECTION 184 STRATA SCHEME CERTIFICATE.

The Vendor authorises the purchaser to obtain the section 184 Strata Scheme Certificate from the Owners Corporation. A copy of this certificate must be furnished to the vendor's representative prior to settlement.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 814/776200

SEARCH DATE	TIME	EDITION NO	DATE
8/5/2021	3:14 PM	4	12/1/1999

LAND

LOT 814 IN DEPOSITED PLAN 776200
AT CASULA
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF ST LUKE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP776200

FIRST SCHEDULE

GILBERT GEORGE TEXIER
MARLENE MARY TEXIER
AS JOINT TENANTS (T X743085)

SECOND SCHEDULE (4 NOTIFICATIONS)

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1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 V79653 COVENANT
3 DP776200 RESTRICTION(S) ON THE USE OF LAND
4 DP749320 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Texier Sale PRINTED ON 8/5/2021

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

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PLAN FORM 2

Plan Drawing only to appear in this space

*OFFICE USE ONLY

DP 776200

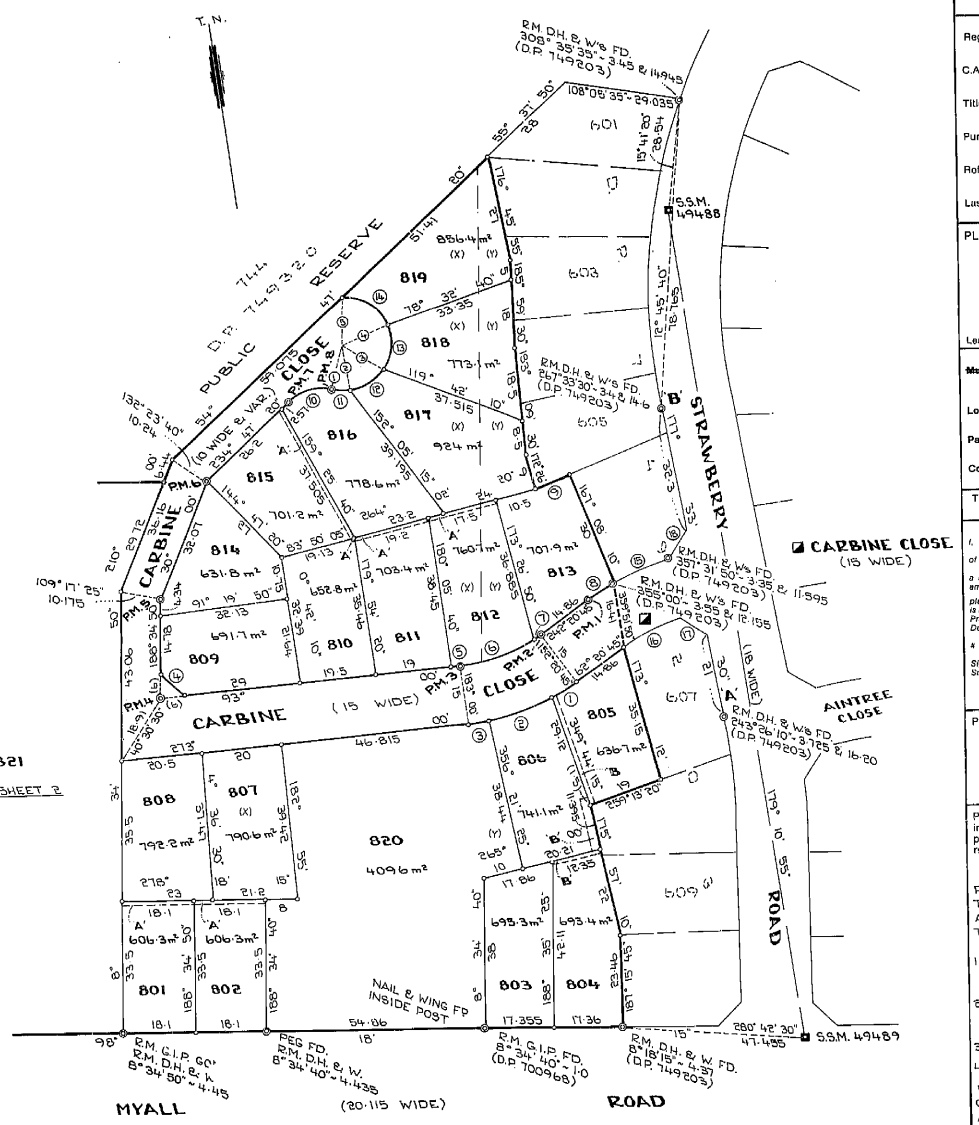
SIGNATURE AND SEALS ONLY.

THE COMMON SEAL of [illegible] PROCESSED POULTRY PTY. LTD. was hereunto affixed in accordance with the Articles of Directors in the presence of:

SHORT & CURVED BOUNDARIES				
№	BEARING	DIST.	RADIUS	ARC
1	66° 00' 15"	7.145	56	7.15
2	78° 21' 30"	16.935	56	17
3	90° 01' 40"	5.81	56	5.81
4	320° 47' 25"	8.06		
5	273° 00'	2.3		
6	259° 04' 15"	19.74	41	19.935
7	243° 44' 40"	2	41	2
8	245° 41' 40"	7.595	65	7.6
9	74° 53' 30"	9.285		
10	83° 23' 25"	11.49	12	11.98
11	101° 13' 55"	4.48	12	4.505
12	66° 36'	9.715	12	10
13	14° 04' 45"	11.505	12	12
14	310° 48' 55"	13.635	12	14.8
15	255° 39' 25"	14.965	65	15
16	71° 30' 55"	15.93	50	16
17	130° 51' 20"	6.225		
18	221° 14'	8.68		

SCHEDULE OF P.M. D.H. & W's IN KERB	
№	DESCRIPTION
1	332° 20' 45" - 3.39 & 11.585
2	332° 20' 45" - 3.435 & 11.54
3	3° 00' - 3.395 & 11.59
4	40° 30' 30" - 1.055 & 7.45
5	109° 17' 25" - 3.615 & 9.44
6	132° 23' 40" - 3.63 & 9.45
7	144° 47' 20" - 3.385 & 9.585
8	201° 59' 30" - 3.166 & 20.8

RADIATIONS	
①	201° 59' 30"
②	180° 28' 25"
③	132° 48' 35"
④	75° 25' 50"
⑤	6° 11' 55"



(X) COVENANT V79639
(X) (Y) RESTRICTION ON THE USE OF LAND - D.P. 749320

'A' EASEMENT TO DRAIN WATER 1·2 WIDE
'B' EASEMENT TO DRAIN WATER 1·2 & 1·5 WIDE & VARIABLE

Registered: 1·7·1988

C.A.: Nº 1988/29 OF 7·6·1988

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U8237 - 6

Last Plan: D.P. 700968 D.P. 749320

PLAN OF SUBDIVISION OF LOT 745 D.P. 749320 & LOT 501 D.P. 700968

Lengths are in metres. Reduction Ratio 1: 800

~~Municipality~~ City: LIVERPOOL

Locality: CASULA

Parish: ST LUKE

County: CUMBERLAND

This is sheet 1 of my plan in 2 (TWO) sheets. (Delete if inapplicable).

I, STEPHEN JAMES ABBOTT of LEAN LACKENBY & HAYWARD P/L of 175 BIGGE ST. LIVERPOOL 2170

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 in accordance with the Survey Practice Regulations, 1933 and any special requirements of the Department of Lands, and was completed on

* 18TH FEBRUARY, 1988

Signature

Surveyor registered under Surveyors Act, 1929, as amended.

Datum Line of Azimuth: 'A' - 'B'

* Insert date of survey.

Plans used in preparation of survey/compilation.

D.P. 749203
D.P. 749320
D.P. 700968
D.P. 701371

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user

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

1. EASEMENT TO DRAIN WATER 1·2 WIDE
2. EASEMENT TO DRAIN WATER 1·2 & 1·5 WIDE & VARIABLE
3. RESTRICTION AS TO USER
4. RESTRICTION AS TO USER

IT IS INTENDED TO DEDICATE CARBINE CLOSE TO THE PUBLIC AS ROAD

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages .....

Council Clerk's Certificate

I hereby certify that —

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

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

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

Subdivision No. 1988/120

Date 7-6-1988

(Signature) .....
Council Clerk

Council File No. SX1083 : Sht 8

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

† Delete if inapplicable.

SURVEYOR'S REFERENCE: 49940

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

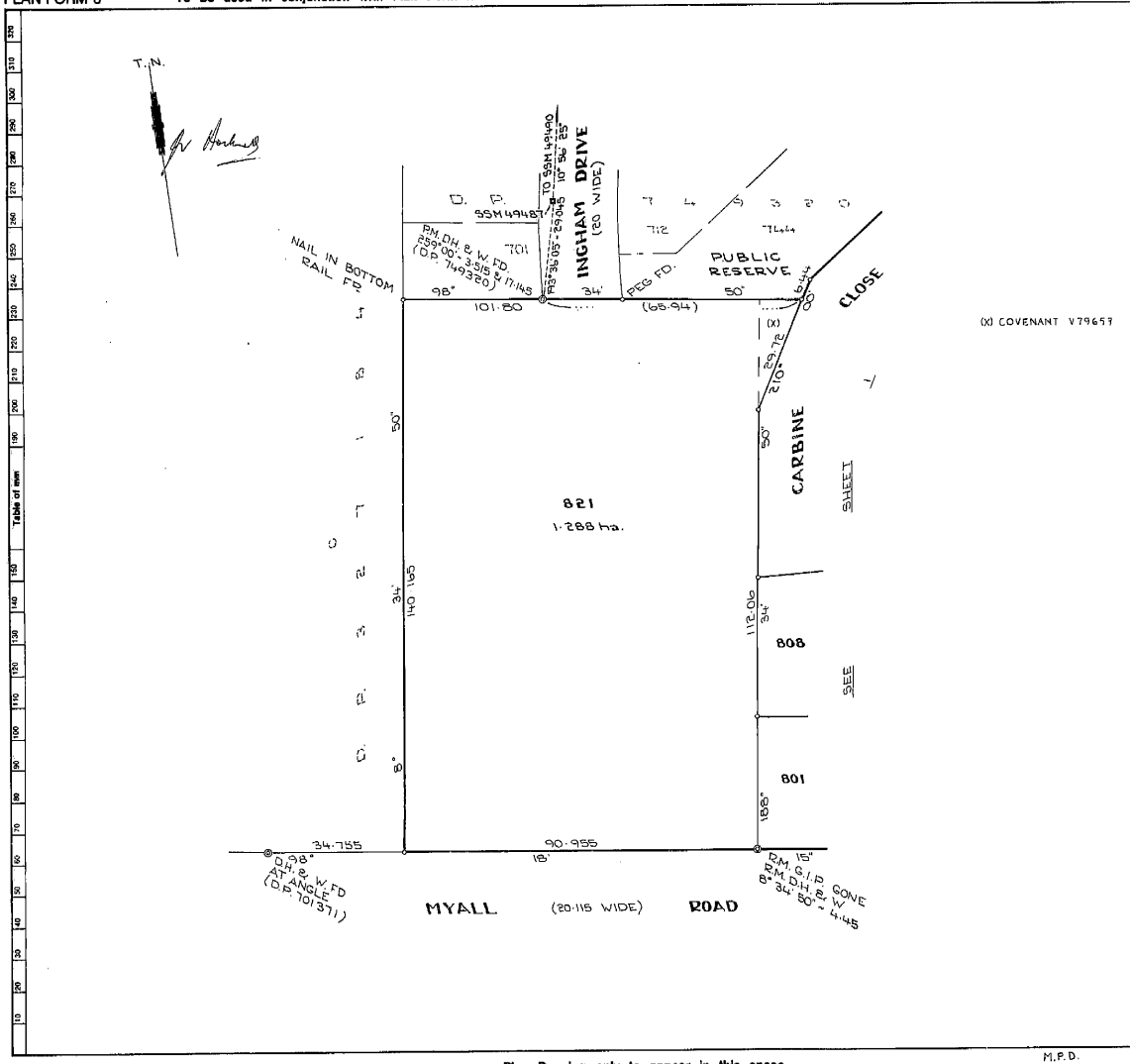
M.P.D.

49940

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 6th July, 1988

Req:R813616 /Doc:DP 0776200 P /Rev:08-Aug-1992 /NSW LRS /Pgs:ALL /Prt:08-May-2021 15:16 /Seq:1 of 2
© Office of the Registrar-General /Src:TRISEARCH /Ref:TRISEARCHexlier Sale

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



DP 776200

Registered: 1.7.1988

This is sheet 2 of my plan in 2 sheets dated 18TH FEBRUARY, 1988

Surveyor registered under Surveyors Act 1929.

This is sheet 2 of the plan of 2 Sheets covered by my Certificate No. 1988/29 of 7-6-1988

Council Clerk

Signatures and seals only.

THE COMMON SEAL of INGHAMS PROCESSED POULTRY PTY LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

Reduction Ratio 1: 800

Lengths are in metres

Plan Drawing only to appear in this space — M.P.D. — SURVEYOR'S REFERENCE 49940

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 6th July, 1988

Req:R813616 /Doc:DP 0776200 P /Rev:08-Aug-1992 /NSW LRS /Pgs:ALL /Prt:08-May-2021 15:16 /Seq:2 of 2
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres (Sheet 3 of 3 sheets)

PLAN: DP776200

Subdivision of Lot 501 DP 700968 and Lot 745 DP 749320 covered by Council Clerk's Certificate No. 1988/29 of 7-6-1988

4. Terms of Restrictions as to user fourthly referred to in abovementioned plan.

No building shall be erected on this land unless the foundations/footings have been designed by suitably qualified Structural engineers and such design has been approved by the Council of the City of Liverpool.

Name of person whose consent is required to release vary or modify the easement firstly and secondly referred to in the abovementioned plan:

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

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

Inghams Processed Poultry Pty. Ltd. without the consent of any other person or persons provided that any such release, variation or modification shall if approved be made and done in all respects at the cost and expense of the person requesting such release.

THE COMMON SEAL OF INGHAMS PROCESSED POULTRY PTY LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

Director

Secretary

Mr W Lewindon

WITNESS

3

REGISTERED 1-7-1988

FRAME 2

10 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 6th July, 1988

Req:R813617 /Doc:DP 0776200 B /Rev:02-Nov-1992 /NSW LRS /Pgs:ALL /Prt:08-May-2021 15:16 /Seq:1 of 2
© Office of the Registrar-General /Src:TRISEARCH /Ref:TRISEARCHexier Sale

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

Lengths are in metres.

(Sheet 1 of 3 sheets)

PLAN: DP776200

PART 1.

Subdivision of Lot 501 DP 700968 and Lot 745 DP 749320 covered by Council Clerk's Certificate No. 1988/20 of 7-6-1988

Full name and address of the Proprietor of the land:

Inghams Processed Poultry Pty. Ltd.
203-209 Northumberland Street, Liverpool 2170
Mr Lowindon
Lot 501 Myall Road, Casula 2170

1. Identity of easement firstly referred to in abovementioned plan:

Easement to drain water 1.2 wide.

Schedule of Lots etc. affected

Lots burdened	Lots benefited
802	820
801	820, 802
812	813
811	813, 812
810	813, 812, 811
815	813, 812, 811, 810

2. Identity of easement secondly referred to in abovementioned plan

Easement to drain water 1,2, 1.5 wide & variable.

Schedule of lots etc. affected

Lots burdened	Lots benefited
804	803
806	803, 804
805	803, 804, 806

3. Identity of restriction thirdly referred to in abovementioned plan

Restrictions as to user.

Schedule of lots etc. affected

Lots burdened	Lots benefited
Each lot except Lot 820	Every other lot except Lot 820

4. Identity of restriction fourthly referred to in abovementioned plan

Restrictions as to user.

Schedule of lots etc. affected

Lots burdened	Authority benefited
801, 808, 809, 814, 815, 819	The Council of the City of Liverpool

REGISTERED 1-7-1988

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

Lengths are in metres.

(Sheet 2 of 3 sheets)

PLAN: DP776200

Subdivision of Lot 501 DP 700968 and Lot 745 DP 749320 and covered by Council Clerk's Certificate No. 1988/20 of 7-6-1988

PART 2.

3. Terms of restrictions as to user thirdly referred to in the abovementioned plan.

(a) No building shall be erected on the land burdened with external walls or wall of materials other than brick, stone, concrete, glass, timber or asbestos cement, or any combination of the same PROVIDED THAT timber or asbestos cement shall not be used in external walls except as infill panels and/or gable ends in conjunction with all or any of the other materials in this clause referred to and the proportions of timber and/or asbestos cement so used in relation to the total external wall area shall not exceed twenty (20) percent thereof, however, nothing in this clause shall prevent the upper walls of a two storey building being constructed of timber and/or asbestos cement planking PROVIDED THAT the proportion of timber and/or asbestos cement planking so used in the upper storey shall not exceed twenty five (25) percent of the total external wall area PROVIDED THAT:

(i) Nothing in this covenant contained shall preclude or prohibit a building having an inner framework of its external walls constructed of timber or other materials with an external brick face of veneer; and

(ii) Concrete shall not be used as areas of external walls as such.

(b) No fence shall be erected on each lot burdened closer to the street than the house building line as fixed by the responsible City Council.

(c) No building shall be erected on the land burdened having a roof of corrugated tin or corrugated iron or fibro cement, however, corrugated tin or corrugated iron is permissible if colourbonded.

(d) No main building erected or permitted to remain on the land burdened shall have an overall floor area of less than 110 square metres within the exterior walls and may include a garage or a carport under the main roof.

(e) No advertisement hoarding sign of any description shall be erected or displayed on each lot burdened.

(f) No fence shall be erected on each lot burdened other than a lapped and capped and stained timber fence or a colourbond fence.

(g) That no building erected or permitted to remain on any lot or any part thereof shall be used or permitted to be used for the purpose of an exhibition home.

(h) That for the benefit of any adjoining land owned by the registered proprietor during the ownership thereof by the registered proprietor its successors and assigns other than the purchasers on sale no fences shall be erected on the land burdened to divide the same from such adjoining land without consent of the registered proprietor but such consent shall not be withheld if such fence is erected without expense to the registered proprietor and in favour of any person dealing with the registered proprietor such consent shall be deemed to have been given in respect of every such fence for the time being erected.

REGISTERED 1-7-1988

FRAME 1

10 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 6th July, 1988

Req:R813617 /Doc:DP 0776200 B /Rev:02-Nov-1992 /NSW LRS /Pgs:ALL /Prt:08-May-2021 15:16 /Seq:2 of 2
© Office of the Registrar-General /Src:TRISEARCH /Ref:TRISEARCHexier Sale

Req:R813618 /Doc:DL V079653 /Rev:22-Jul-1997 /NSW LRS /Pgs:ALL /Prt:08-May-2021 15:16 /Seq:1 of 2
© Office of the Registrar-General /Src:TRISEARCH /Ref:TRISEARCHexier Sale

RP 13A

STAMP DUTY

NEW SOUTH WALES
$ -01.00
STAMP DUTY

REGISTRAR GENERAL NEW SOUTH WALES 9 APR B 11 22

V079653

TRANSFER
(INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

3	3 of 3	X
$	39	

R3/3

DESCRIPTION OF LAND Note (a)

LAND being transferred

Torrens Title Reference	If Part Only, Delete Whole and Give Details	Location
VOLUME 10139 FOLIO 235 NOW BEING 502/700968	WHOLE Lot 502 in D.P. 700968	Parish of St. Luke City of Liverpool County of Cumberland

TENEMENTS PANEL Note (b)
This panel also to be completed for covenants by transferee

Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference
Volume 10139 Folio 235 Lot 502 in D.P. 700968	part only being emphasis	Volume 10139 Folio 235 Lot 501 in D.P. 700968	part only being emphasis

TRANSFEROR Note (c)

WALTER LEWINDON, of Liverpool, Storeman.

OFFICE USE ONLY
N

Note (d)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of $ 242,935.00 and transfers an estate in fee simple in the land being transferred above described to the TRANSFEREE

TRANSFEREE Note (c)

INGHAMS PROCESSED POULTRY PTY. LIMITED of Kurrajong Road, Casula.

OFFICE USE ONLY
S

TENANCY Note (e)

as joint tenants/tenants in common

PRIOR ENCUMBRANCES Note (f)

subject to the following PRIOR ENCUMBRANCES 1. ..... 2. ..... 3. .....

Note (g)

~~AND the TRANSFEROR:—~~
~~(i) GRANTS/RESERVES an easement as set out in SCHEDULE ONE hereto~~
~~(ii) COVENANTS with the TRANSFEREE as set out in SCHEDULE TWO hereto~~

Note (g)

AND the TRANSFEREE COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

DATE OF TRANSFER 12th march 1984

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION Note (h)

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

..... Signature of Witness

ROBERT BLUNDEN
Name of Witness (BLOCK LETTERS)

SOLICITOR, LIVERPOOL
Address and occupation of Witness

W. Lewindon
Signature of Transferor

Note (h)

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

..... Signature of Witness

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

..... Address and occupation of Witness

B.J. YAHL
Signature of Transferee
Solicitor for Transferee

TO BE COMPLETED BY LODGING PARTY Notes (i) and (j)

LODGED BY

[illegible] & PAGE
[illegible]
Delivery Box Number DELIVERY BOX 270 DX 361 SYDNEY

LOCATION OF DOCUMENTS

	OTHER
✓	

Herewith. 1
In R.G.O. with .....
Produced by .....
.....

OFFICE USE ONLY

Extra Fee	Checked by	REGISTERED 10-4-1984			
	KBH	Registrar General	ON	CV	ET LP

Req:R813618 /Doc:DL V079653 /Rev:22-Jul-1997 /NSW LRS /Pgs:ALL /Prt:08-May-2021 15:16 /Seq:2 of 2
© Office of the Registrar-General /Src:TRISEARCH /Ref:TRISEARCHexier Sale

RP 13A

SCHEDULE THREE HEREINBEFORE REFERRED TO



ces (n) and (l)

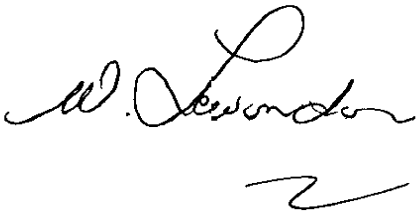
The Transferee hereby covenants with the Transferor that during the ownership of any adjoining land by the Transferor his executors administrators or assigns other than purchasers on sale no fence shall be erected on the land hereby transferred to divide it from any such adjoining land without the consent of the Transferor his executors administrators or assigns but such consent shall not be withheld in respect of any fence erected without expense to the Transferor his executors administrators or assigns.



The land benefitted by the foregoing covenant is Lot 501 in Deposited Plan 700968 being part of the land in Certificate of Title Volume 10139 Folio 235.

The land burdened is the land hereby transferred being Lot 502 in Deposited Plan 700968 and being the whole of the land in Certificate of Title Folio Identifier 502/700968 formerly Volume 10139 Folio 235.

The person with the right to release, vary or modify this covenant isthe proprietor of the lot benefitted, hereinbefore described.

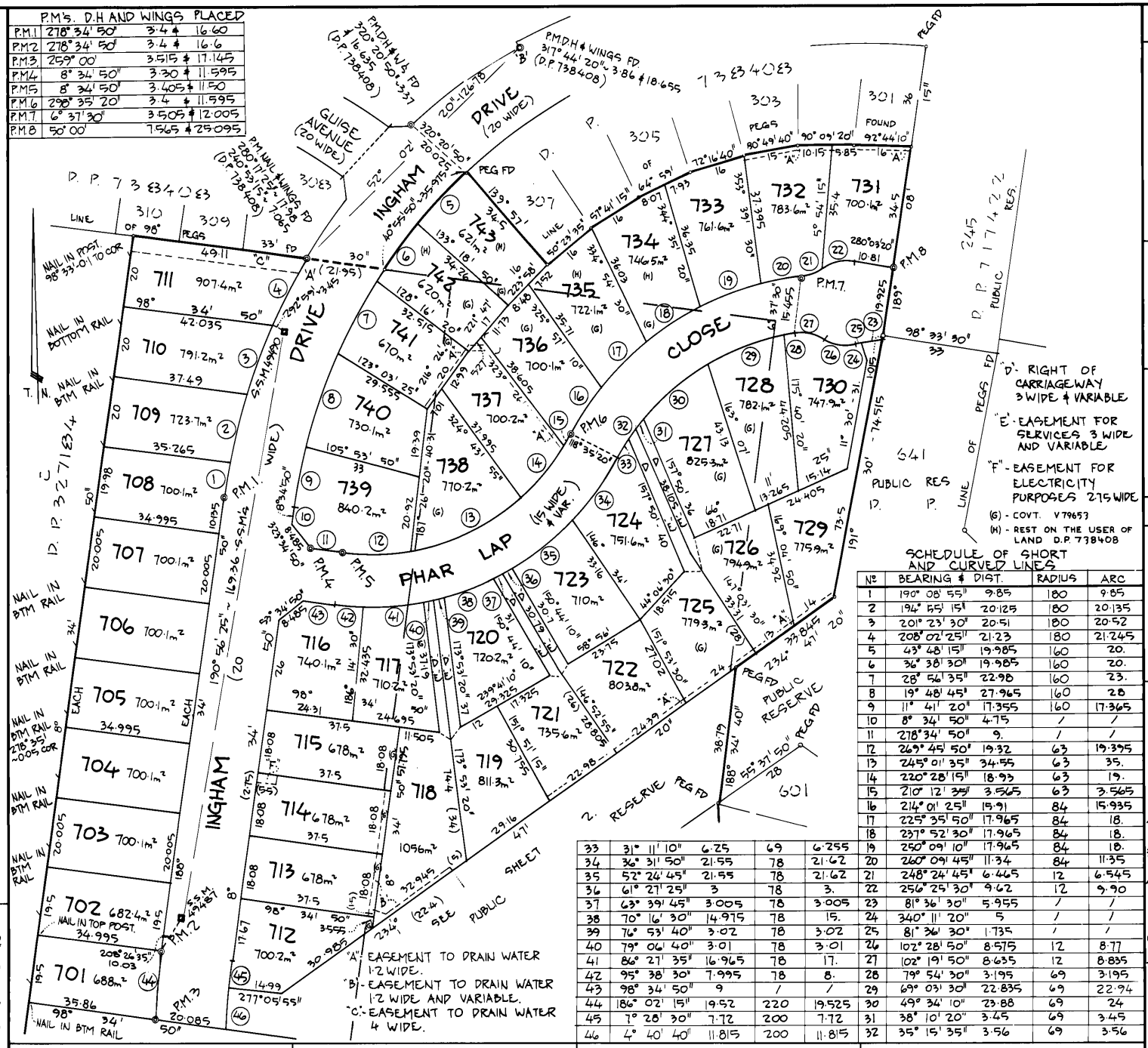


(For continuation of SCHEDULE(S) see annexure(s) hereto)

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

Signatures and seals only.

P.M's.	D.H AND WINGS	PLACED
P.M.1	278° 34' 50"	3.4 ± 16.60
P.M.2	278° 34' 50"	3.4 ± 16.6
P.M.3	259° 00'	3.515 ± 17.145
P.M.4	8° 34' 50"	3.30 ± 11.595
P.M.5	8° 34' 50"	3.405 ± 11.50
P.M.6	290° 35' 20"	3.4 ± 11.595
P.M.7	6° 37' 30"	3.505 ± 12.005
P.M.8	50° 00'	7.565 ± 25.095



"A" EASEMENT TO DRAIN WATER 1·2 WIDE.
"B" EASEMENT TO DRAIN WATER 1·2 WIDE AND VARIABLE.
"C" EASEMENT TO DRAIN WATER 4 WIDE.
"D" RIGHT OF CARRIAGEWAY 3 WIDE & VARIABLE
"E" EASEMENT FOR SERVICES 3 WIDE AND VARIABLE
"F" EASEMENT FOR ELECTRICITY PURPOSES 2·75 WIDE
(G) - COVT. V79653
(H) - REST ON THE USER OF LAND D.P. 738408

SCHEDULE OF SHORT AND CURVED LINES

№	BEARING & DIST.	RADIUS	ARC
1	190° 08' 55" 9.85	180	9.85
2	194° 55' 15" 20.125	180	20.135
3	201° 23' 30" 20.51	180	20.52
4	208° 02' 25" 21.23	180	21.245
5	43° 48' 15" 19.985	160	20.
6	36° 38' 30" 19.985	160	20.
7	28° 56' 35" 22.98	160	23.
8	19° 48' 45" 27.965	160	28
9	11° 41' 20" 17.355	160	17.365
10	8° 34' 50" 4.75	/	/
11	278° 34' 50" 9.	/	/
12	269° 45' 50" 19.32	63	19.395
13	245° 01' 35" 34.55	63	35.
14	220° 28' 15" 18.93	63	19.
15	210° 12' 35" 3.565	63	3.565
16	214° 01' 25" 15.91	84	15.935
17	225° 35' 50" 17.965	84	18.
18	237° 52' 30" 17.965	84	18.
19	250° 09' 10" 17.965	84	18.
20	260° 09' 45" 11.34	84	11.35
21	248° 24' 45" 6.465	12	6.545
22	256° 25' 30" 9.62	12	9.90
23	81° 36' 30" 5.955	/	/
24	340° 11' 20" 5	/	/
25	81° 36' 30" 1.735	/	/
26	102° 28' 50" 8.575	12	8.77
27	102° 19' 50" 8.635	12	8.835
28	79° 54' 30" 3.195	69	3.195
29	69° 03' 30" 22.835	69	22.94
30	49° 34' 10" 23.88	69	24
31	38° 10' 20" 3.45	69	3.45
32	35° 15' 35" 3.56	69	3.56
33	31° 11' 10" 6.25	69	6.255
34	36° 31' 50" 21.55	78	21.62
35	52° 24' 45" 21.55	78	21.62
36	61° 27' 25" 3	78	3.
37	63° 39' 45" 3.005	78	3.005
38	70° 16' 30" 14.975	78	15.
39	76° 53' 40" 3.02	78	3.02
40	79° 06' 40" 3.01	78	3.01
41	86° 27' 35" 16.965	78	17.
42	95° 38' 30" 7.995	78	8.
43	98° 34' 50" 9	/	/
44	186° 02' 15" 19.52	220	19.525
45	7° 28' 30" 7.72	200	7.72
46	4° 40' 40" 11.815	200	11.815

Council Clerk's Certificate

I hereby certify that —

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

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

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

Subdivision No. 1987/56

Dated 14th SEPTEMBER 1987

(Signature) .....
Council Clerk

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

†Delete if inapplicable.

SX 1083 Pt 7

D.P. 749220 *

Registered: 20.10.1987

C.A.: NO. 1987 56 OF 14-9-1987

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U 8237-6 #

Last Plan: D.P. 327184, D.P. 700968, D.P. 738408, D.P. 749203

PLAN OF SUBDIVISION OF LOT 369 D.P. 738408, LOT B D.P. 327184, LOT 502 D.P. 700968 AND LOT 642 D.P. 749203

Reduction Ratio 1: 800
Lengths are in metres.

~~Mun./Shire~~ City: LIVERPOOL

Locality: CASULA

Parish: ST LUKE

County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets. (Delete if inapplicable).

I, STEPHEN JAMES ABBOTT of LEAN LACKENEY & HAYWARD PTL of 175 BIGGE ST. LIVERPOOL. 2170 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 ~~by me~~ by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on † 29TH MAY 1987

Signature .....

Surveyor registered under Surveyors Act, 1929, as amended. Datum Line of Azimuth: "A" - "B" ~~Strike out either (1) or (2). †Insert date of survey.~~

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE:
1. EASEMENT TO DRAIN WATER 1·2 WIDE.
2. EASEMENT TO DRAIN WATER 1·2 WIDE AND VARIABLE.
3. EASEMENT TO DRAIN WATER 4 WIDE.
4. RIGHT OF CARRIAGEWAY 3 WIDE AND VARIABLE
5. EASEMENT FOR SERVICES 3 WIDE AND VARIABLE.
6. EASEMENT FOR ELECTRICITY PURPOSES 2·75 WIDE.
7. RESTRICTION AS TO USER.

IT IS INTENDED TO DEDICATE INGHAM DRIVE & PHAR LAP CLOSE TO THE PUBLIC AS ROADS
IT IS INTENDED TO CREATE LOT 744 AS PUBLIC RESERVE.

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

M.P.D.

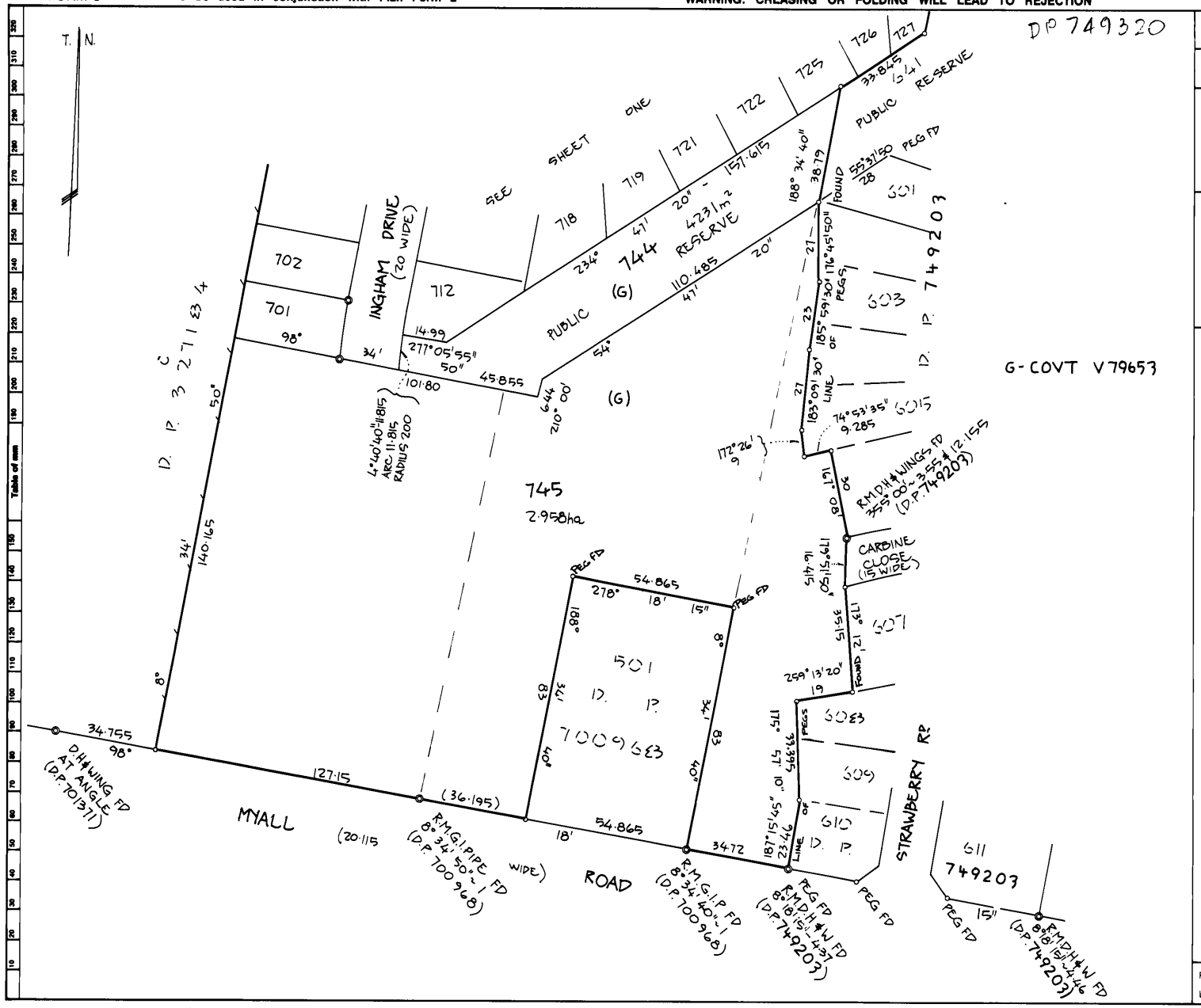
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYOR'S REFERENCE 47249-7

PLAN AMENDED IN L.T.O 13-9-1993

Req:R813619 /Doc:DP 0749320 P /Rev:22-Sep-1993 /NSW LRS /Pgs:ALL /Prt:08-May-2021 15:16 /Seq:1 of 2
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PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — * OFFICE USE ONLY



D.P. 749320

Registered: 20.10.1987

This is sheet 2 of my plan in 2 sheets dated 29TH MAY 1987

Stephen Abbott

Surveyor registered under Surveyors Act 1929.

This is sheet 2 of the plan of 2 Sheets covered by my Certificate No. 1987/56 of 14TH SEPTEMBER 1987

Council Clerk

Signatures and seals only.

THE COMMON SEAL of INGHAMS PRECISED POULTRY PTY LIMITED was hereunto affixed by authority of the Board of Directors in the presence of

Director

Secretary

Reduction Ratio 1: 1000

Lengths are in metres

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE 47249-7

Req:R813619 /Doc:DP 0749320 P /Rev:22-Sep-1993 /NSW LRS /Pgs:ALL /Prt:08-May-2021 15:16 /Seq:2 of 2
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Req:R813620 /Doc:DP 0749320 B /Rev:22-Sep-1993 /NSW LRS /Pgs:ALL /Prt:08-May-2021 15:16 /Seq:1 of 4
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT,1919

Length are in metres

PART 1

Plan: DP 749320

Subdivision of Lot 369, Deposited Plan 738408, Lot B in Deposited Plan 327184, Lot 502 in Deposited Plan 700968 and Lot 642 in Deposited Plan covered by Council Clerks certificate No. 56 of 14.9.87

Full name and address of the proprietor of the land:

Inghams Processed Poultry Pty. Ltd.
106 Moore Street,
Liverpool, 2170.

1. Identity of Easement firstly referred to in the above-mentioned plan

Easement to drain water, 1.2 wide

Schedule of lots, etc. affected

Lots burdened	Lots benefited
721	719
722	719, 721
725	719, 721, 722
726	719, 721, 722, 725
729	719, 721, 722, 725, 726
732	733
731	733, 732
741	740
742	741, 740
737	741, 740, 742

2. Identity of Easement secondly referred to in the above-mentioned plan

Easement to drain water, 1.2 wide and variable

Schedule of lots, etc. affected

Lots burdened	Lots benefited
714	715
713	715, 714, 712
718	715, 714, 713, 712

3. Identity of Easement thirdly referred to in the above-mentioned plan

Easement to drain water, 4.0 wide

Schedule of lots etc, affected

Lots burdened	Name of Authority benefited
711	The Council of the City of Liverpool

4. Identity of Easement fourthly referred to in the above-mentioned plan

Right of Carriageway 3 wide and variable

Schedule of lots, etc affected

Lots burdened	Lots benefited
718	719
719	718

REGISTERED 20.10.1987

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

PART 1

Plan: DP 749320

Subdivision of Lot 369, Deposited Plan 738408, Lot B in Deposited Plan 327184, Lot 502 in Deposited Plan 700968 and Lot 642 in Deposited Plan covered by Council Clerks certificate No. 56 of 14.9.87

Schedule of lots, etc affected

Lots burdened	Lots benefited
721	722
722	721
725	726
726	725

5. Identity of Easement fifthly referred to in the above-mentioned plan: Easement for services 3.0 wide and variable

Schedule of lots, etc affected

Lots burdened	Lots benefited
718	719
719	718
721	722
722	721
725	726
726	725

6. Identity of Easement sixthly referred to in the above-mentioned plan: Easement for electricity purposes 2.75 wide

Schedule of lots, etc affected

Lots burdened	Name of Authority benefited
714	The Prospect County Council

7. Identity of Restriction seventhly referred to in the above-mentioned plan: Restriction as to User

Schedule of lots, etc affected

Lots burdened	Lots benefited
All lots	Every other lot

PART 2

5. Terms of easement for services, 3.0 wide and variable fifthly referred to in the abovementioned plan:

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the land benefited or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him to make, lay out, construct, erect, install, carry, maintain and use through, above, on and under the land burdened all drains, pipes, conduits, underground wires or other equipment and materials necessary to provide and carry all or any water, sewerage, gas, electric light, telephone, and/or other domestic services to and from the said land benefited PROVIDED THAT the said drains, pipes, conduits, underground wires and/or other equipment and materials shall be laid in such position as to cause as little interference as possible with the rights of carriageway hereby reserved, TOGETHER WITH the righ for the grantee and every person authorised by him with any tools, implements or machinery necessary for the purpose

REGISTERED 20.10.1987

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

PART 2

Plan: DP 749320 Subdivision of Lot 369, Deposited Plan 738408, Lot B in Deposited Plan 327184, Lot 502 in Deposited Plan 700968 and Lot 642 in Deposited Plan covered by Council Clerks certificate No. 56 of 14.9.87

to enter upon the land burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such equipment or any part thereof to such extent as may be necessary PROVIDED THAT the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the land burdened and/or free access to the land benefited and will restore without delay that surface as nearly as practicable to its original condition.

6. Terms of easment for electricity purposes 2.75 wide sixthly referred to in the abovementioned plan:

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

7. Terms of restrictions as to user seventhly referred to in the abovementioned plan:

(a) No building shall be erected on the land burdened with external walls or wall of materials other than brick, stone, concrete, glass, timber or asbestos cement, or any combination of the same PROVIDED THAT timber or asbestos cement shall not be used in external walls except as infill panels and/or gable ends in conjunction with all or any of the other materials in this clause referred to and the proportions of timber and/or asbestos cement so used in relation to the total external wall area shall not exceed twenty (20) percent thereof, however, nothing in this clause shall prevent the upper walls of a two storey building being constructed of timber and/or asbestos cement planking PROVIDED THAT the proportion of timber and/or asbestos cement planking so used in the upper storey shall not exceed twenty five (25) percent of the total external wall area PROVIDED THAT:

(i) Nothing in this covenant contained shall preclude or prohibit a building having an inner framework of its external walls constructed of timber or other materials with an external brick face of veneer and

(ii) Concrete shall not be used as areas of external walls as such.

(b) No fence shall be erected on each lot burdened closer to the street than the house building line as fixed by the responsible City Council.

(c) No building shall be erected on the land burdened having a roof of corrugated tin or corrugated iron or fibro cement however, corrugated tin or corrugated iron is permissible if colourbonded.

(d) No main building erected or permitted to remain on the land burdened shall have an overall floor area of less and 110 square metres within the exterior walls

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

PART 2

Plan: Subdivision of Lot 369, Deposited Plan 738408, Lot B in Deposited Plan 327184 Lot 502 in Deposited Plan 700968 and Lot 642 in Deposited Plan covered by Council Clerks certificate No. 56 of 14.9.87

DP 749320

and may include a garage or a carport under the main roof.

(e) No advertisement hoarding sign of any description shall be erected or displayed on each lot burdened.

(f) No fence shall be erected on each lot burdened other than a lapped and capped and stained timber fence.

(g) That no building erected or permitted to remain on any lot or any part thereof shall be used or permitted to be used for the purpose of an exhibition home.

(h) That for the benefit of any adjoining land owned by the registered proprietor during the ownership thereof by the registered proprietor its successors and assigns other than the purchasers on sale no fences shall be erected on the land burdened to divide the same from such adjoining land without consent of the registered proprietor but such consent shall not be withheld if such fence is erected without expense to the registered proprietor and in favour of any persons dealing with the registered proprietor such consent shall be deemed to have been given in respect of every such fence for the time being erected.

Name of person whose consent is required to release vary or modify the easement firstly and secondly referred to in the abovmentioned plan:

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

Name of person empowered to release vary or modify the restrictions seventhly referred to in the abovementioned plan:

Inghams Processed Poultry Pty. Ltd. without the consent of any other person or persons provided that any such release, variation or modification shall if approved be made and done in all respects at the cost and expense of the person requesting such release.

THE COMMON SEAL of INGHAMS PROCESSED POULTRY PTY. LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

INGHAMS PROCESSED POULTRY PTY LIMITED Common Seal

X Secretary

Director

REGISTERED 20.10.1987

LIVERPOOL CITY COUNCIL

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Ref.: TEXIER SALE:108078
Ppty: 31504

Cert. No.: 6918

Applicant:
PACIFIC TRADE LEGAL
SUITE 32, 1 DWYER ST
CHIPPENDALE NSW 2008

Receipt No.: 4883384
Receipt Amt.: 53.00
Date: 05-May-2021

The information in this certificate is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2000. The information has been extracted from Council's records, as they existed at the date listed on the certificate. Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

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

Legal Description: **LOT 814 DP 776200**

Street Address: **13 CARBINE CLOSE, CASULA NSW 2170**

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

Note: Commonly Used Abbreviations:
LEP: Local Environmental Plan
DCP: Development Control Plan
SEPP: State Environmental Planning Policy
EPI: Environmental Planning Instrument

1. Names of relevant planning instruments and DCPs

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

LEPs:

Liverpool LEP 2008

SEPPs*:

SEPP No. 33 – Hazardous and Offensive Development
SEPP No. 50 – Canal Estate Development
SEPP No. 55 – Remediation of Land
SEPP No. 65 – Design Quality of Residential Flat Development
SEPP (Building Sustainability Index: BASIX) 2004
SEPP No. 70 – Affordable Housing (Revised Schemes)
SEPP (Infrastructure) 2007
SEPP (Mining, Petroleum Production and Extractive Industries) 2007
SEPP (Miscellaneous Consent Provisions) 2007
SEPP (State and Regional Development) 2011
SEPP (Education Establishments and Child Care Facilities) 2017
SEPP (Vegetation in Non-Rural Areas) 2017
SEPP (Concurrences and Consents) 2018
SEPP (Primary Production and Rural Development) 2019
SEPP (Koala Habitat Protection) 2019
SEPP (Western Sydney Aerotropolis) 2020
SEPP (Housing for Seniors or People with a Disability) 2004
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Affordable Rental Housing) 2009
SEPP No 19 – Bushland in Urban Areas
SEPP No 21 – Caravan Parks
SEPP No 64 – Advertising and Signage

Deemed SEPPs*:

Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment

(b) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation).

Draft LEPs:

N/A

Draft SEPPs*:

Draft SEPP (Competition) 2010

(c) The name of each DCP that applies to the carrying out of development on the land.

Liverpool DCP 2008

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

This section contains information required under subclauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000. Subclause 2 of the regulation requires Council to provide information with respect to zoning and land-use in areas zoned by, or proposed to be zoned by, a LEP. Subclause 2A of Schedule 4 of the regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned by, or proposed to be zoned by, the SEPP (Sydney Region Growth Centres) 2006. The land use and zoning information under any EPI applying to the land is given below.

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

R3 Medium Density Residential - Liverpool LEP 2008

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

Home-based child care; Home occupations

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

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home businesses; Home industries; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighbourhood shops; Places of public worship; Public administration buildings; Recreation areas; Residential care facilities; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing

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

Any development not specified in item (b) or (c)

Note: Schedule 1 of an EPI and Clause 53 of the SEPP (Western Sydney Aerotropolis SEPP) 2020 permits certain development which would otherwise be prohibited within a zone. Any clause applying to the land is shown below.

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

No

(f) Does the land include or comprise critical habitat?

No

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

No

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

No

3. Complying development

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

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

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
Housing Code, Rural Housing Code, Greenfield Housing Code and Low Rise Medium Density Housing Code	**All**	

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
Commercial and Industrial (New Buildings and Additions) Code	**All**	
General Development Code, Container Recycling Facilities Code, Fire Safety Code, Housing Alterations Code, Commercial and Industrial Alterations Code, Subdivisions Code, and Demolition Code	**All**	

Note: Despite information in the table above, Complying development codes do not apply and certain Exempt Codes do not apply or are modified in areas subject to land-use zoning under the SEPP (Western Sydney Aerotropolis) 2020.

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

Nil

4. Coastal protection*

Has the Department of Finance, Services and Innovation notified Council of the land being affected by 38 or 39 of the Coastal Protection Act, 1979?

No

4A. Certain information relating to beaches and coasts*

(a) Has an order has been made under Part 4D of the Coastal Protection Act 1979 on the land (or on public land adjacent to that land)?

No

(b) Has Council 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 that land), and if works have been so placed, is council is satisfied that the works have been removed and the land restored in accordance with that Act?

Not applicable

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works*

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

No

5. Mine subsidence*

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

No

6. Road widening and road realignment

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

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

No

(b) An EPI?

No

(c) A resolution of the council?

No

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

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

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Landslip hazard	Western Sydney Aerotropolis DCP 2020	**No**

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Bushfire hazard	Liverpool DCP 2008	**No**
	Liverpool Growth Centre Precincts DCP*	**No**
	Edmondson Park South DCP 2012	**No**
	Western Sydney Aerotropolis DCP 2020	**No**
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	**No**
	Pleasure Point Bushfire Management Plan	**No**
Tidal inundation	Nil	**No**
Subsidence	Nil	**No**
Acid Sulphate Soils	Liverpool LEP 2008	**No**
	Liverpool DCP 2008	**No**
Potentially Contaminated Land	Liverpool DCP 2008	**Yes**, see section 10 of Part 1 of the Liverpool DCP 2008
	Liverpool Growth Centre Precincts DCP*	**No**
	Western Sydney Aerotropolis DCP 2020	**No**
Potentially Saline Soils	Liverpool DCP 2008	**Yes**
	Liverpool Growth Centre Precincts DCP*	**No**
	Western Sydney Aerotropolis DCP 2020	**No**

Note: Land for which a policy applies does not confirm that the land is affected by that hazard/risk. For example, all land for which the Liverpool DCP applies is subject to controls relating to contaminated land, as this policy contains triggers and procedures for identifying potential contamination. Applicants are encouraged to review the relevant policy, and other sections of this certificate, to determine what effect, if any, the policy may have on the land.

7A. Flood related development controls information

(a) For the purpose of residential accommodation (excluding group homes or seniors housing), is the land, or part of the land, within the flood planning area and subject to flood planning controls?

No

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

(b) Is development on that land, or part of the land, for any other purpose subject to flood related development controls?

No

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

Note: Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

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

No

9. Contribution Plans

Liverpool Contributions Plan 2018 – Established Area

9A. Biodiversity certified land*

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

No

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

10. Biodiversity stewardship sites *

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

No

10A. Native vegetation clearing set asides*

Is the land a set aside area under section 60ZC of the Local Land Services Act 2013, as notified of the existence of the set aside area by Local Land Services or the public register?

No

11. Bushfire prone land

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

No

12. Property vegetation plans*

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

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

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

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

No, Council has not been notified of an order

14. Directions under Part 3A*

Is there a direction (made by the Minister) that a provision of an EPI in relation to a development does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing*

(a) Is there is a current site compatibility certificate (seniors housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

16. Site compatibility certificates for infrastructure, schools or TAFE establishment *

(a) s there is a current site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), in respect of proposed development on the land?

No, Council has not been notified of an order

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

Is there is a current site compatibility certificate (Affordable housing), in respect of proposed development on the land?

No, Council has not been notified of an order.

18. Paper subdivision information*

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

No

19. Site verification certificates*

Does a current site verification certificate, apply to the land?

No, Council is not aware of a site verification certificate

20. Loose-fill asbestos insulation *

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

No

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

21. Affected building notices and building product rectification orders*

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

No

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

No

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

No

22. State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

As per the SEPP (Western Sydney Aerotropolis) 2020, ss the land:

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

No

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

No

(b2) Affected by the Windshear Assessment Trigger Are?

No

(c) Affected by the Obstacle Limitation Surface Are?

No

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

No

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

No

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

No

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

23. Contaminated land

Is the land:

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

No

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

No

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

No

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

No

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

No

Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997.

E Jackson

Eddie Jackson
Chief Executive Officer
Liverpool City Council

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

8 May 2021

Infotrack Pty Limited

Reference number: **8000702489**

Property address: **13 Carbine Cl Casula NSW 2170**

Sewer service diagram is not available

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

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

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

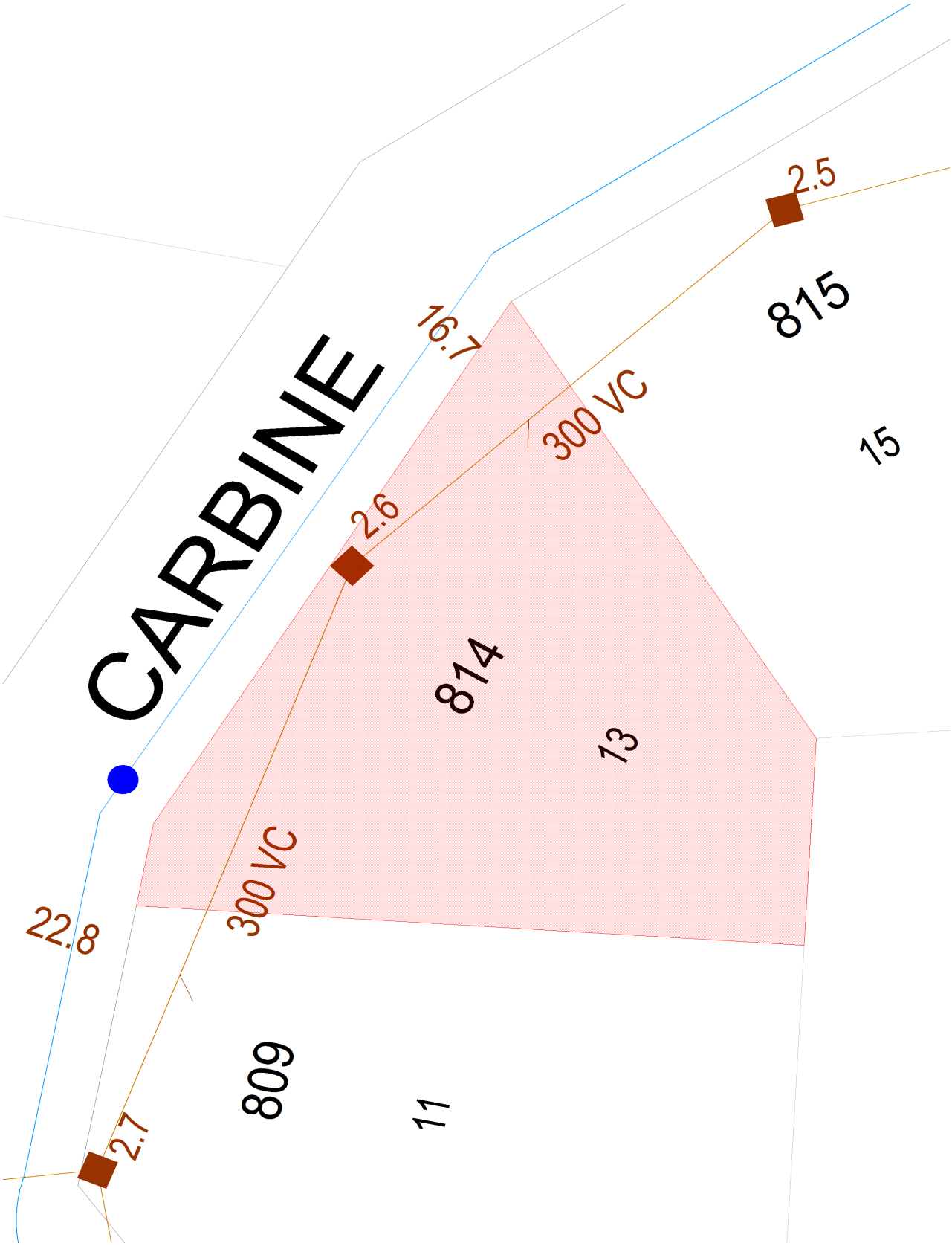
Yours sincerely



Greg Staveley
Manager Business Customers

Service Location Print

Application Number: 8000702496



Document generated at 08-05-2021 03:30:09 PM

Disclaimer

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

Asset Information

Legend

Sewer

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

Pressure Sewer

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

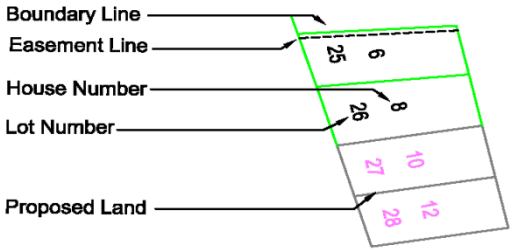
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



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

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
Valve
Scour
Reducer / Taper
Vertical Bends
Reservoir
Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

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

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

Pipe Types

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

Further Information

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

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

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

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