

# Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent		
co-agent		
Vendor	H.X FIRST AUSTRAL HOLDING PTY LTD ACN 608 678 940	
vendor's solicitor	Direct Solicitors Suite 305, 431 – 439 Sussex Street Sydney NSW 2000	Tel: 9281 1028 Fax: 9281 7813 Email: legal@directsolicitors.com.au
date for completion	See Special Condition	day after the contract date (clause 15)
land (address, plan details and title reference)	Lot / 165 Sixth Avenue AUSTRAL NSW 2179 Lot _____ in an unregistered deposit plan being part of Lot 1037 in deposited plan 2475 Folio Identifier: Part of 1037/2475	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

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

buyer's agent

vendor

**GST AMOUNT** (optional)

The price includes  
GST of: \$

witness

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

witness

**Choices**Vendor agrees to accept a **deposit-bond** (clause 3)☐ NO☐ yes**Proposed electronic transaction** (clause 30)☐ no☒ YES**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO☒ yes**GST:** Taxable supply☐ NO☒ yes in full☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO☒ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an *RW 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.***RW payment (residential withholding payment) – further details***Frequently the supplier will be the vendor. However, sometimes further information will be required as to which  
entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

**To be provide on exchange**

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW 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):

## List of Documents

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it 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 stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
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.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i> );
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

## 2 Deposit and other payments before completion

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



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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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



## 7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

## 8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

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

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

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

## 9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either –

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

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

9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

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

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

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

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

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW 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 *RW 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 *RW payment*.

## 14 Adjustments

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

## 15 Date for completion

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

**16 Completion****• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

**• Purchaser**

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *remittance amount* payable;
  - *RW 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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and



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

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

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

## 19 Rescission of contract

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

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

## 20 Miscellaneous

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

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;
- 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 14.4 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
  - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

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

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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



- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

## **25 Qualified title, limited title and old system title**

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
  - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
  - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
  - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
  - 25.5.3 *normally*, need not include a Crown grant; and
  - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
  - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
  - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
  - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
  - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

## **26 Crown purchase money**

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

## **27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *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 it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, 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, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.
- 30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 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 *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | 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;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;  |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ENCL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4      serve evidence of receipt of payment of the *remittance amount*.
- 31.3      The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4      If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5      If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

Lot / 165 Sixth Avenue AUSTRAL NSW 2179



**SPECIAL CONDITIONS TO CONTRACT FOR SALE OF LAND BETWEEN**  
**(VENDOR)**  
**AND**  
**(PURCHASER)**

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**SPECIAL CONDITIONS**

**Definitions and Interpretation**

31. The following words have these meanings in this contract unless the contrary intention appears.

"Approvals"	The Development Consent plus any approval required from any Authority to enable completion of the Works and the registration of the Plan.
"Authority"	Any Federal, State, Local Government, Governmental or Semi-Governmental, Statutory, Judicial, Administrative or public person, Instrumentality, Department, Commission or Body established under a statute charged with the administration of a Law.
"Completion Date"	The day ten (10) business days after the Notification Date or thirty (30) days from the date of this Contract whichever is the earlier.
"Consent Date"	Development Application was consented with the Liverpool Council.
"Council"	Liverpool City Council
"Development Consent"	The Vendor was granted the Development Application consent with the Liverpool Council.

“Easement Matters”	Such easements, profits a prendre, restrictions on the use of the land or positive covenants not referred to in, or contemplated by the Plan Registration Documents and which the vendor may be required to create, dedicate, release, vary or modify by an Authority or which the vendor may consider to be necessary or desirable to create, dedicate, release, vary or modify as part of the subdivision or development of the Land and includes any requirement to dedicate any part of the Land (but not being part of the lot the subject of this contract) to an Authority.
“GST”	Goods and Services Tax payable under the GST Act
“Land”	The land in Certificate of Title Folio Identifier 1037/2475
“LPI”	New South Wales Land Registry Services
“Notification date”	The date upon which the vendor serves on the purchaser notice in writing that the Plan has been registered
“Plan”	The unregistered plan of subdivision of the Land a copy of which is annexed to this contract.
“Plan Registration Documents”	Collectively all, or any one or more of the Plan, the Section 88B Instrument or any document required to create the Easement Matters.
“Property”	The lot in the Plan sold to the Purchaser under this Contract.
“Registration”	Registration of the Plan and the Section 88B Instrument by the LRS and “register” and “registered” shall have corresponding meanings.
“Registration Date”	The date on which the Plan is registered at LRS.



Sunset Date	The day Fifteen (15) Months from the date of this Contract.
"Section 88B Instrument"	The Instrument setting out the terms of the easements, positive covenants, negative covenants and restriction or restrictions on the use of land intended to be created pursuant to section 88B of the <i>Conveyancing Act 1919</i> (NSW) on Registration of the Plan substantially in accordance with the document annexed to this contract.
"Works"	Any works that the vendor is required to undertake to the Land to meet the conditions of the Approvals

#### **Amendment of Printed Conditions, warranties and acknowledgements**

31. The printed conditions of this contract are amended as follows:

- a. Sub- clause 2.8 is deleted.
- b. Subclause 2.9 is deleted.
- c. Sub-clause 4.1 is replaced with "The purchaser must serve the form of the transfer within 5 business days after the day on which the vendors serves the Registration Notice .
- d. Delete Clause 6 and its subclauses.
- e. Delete sub- clauses 7.2.2 and 7.2.5.
- f. Sub-clause 7.1.3 Delete "14 days" and substitute "7 days".
- g. Sub-clause 7.2.1 Delete "10%" and substitute "1%".
- h. Sub-clause 10.1, line 1 is substituted with:  

"The Purchaser cannot make a claim, objection or requisition, delay completion or rescind or terminate in respect of-"
- i. Sub-clauses 10.1.8 and 10.1.9 are amended by replacing "substance" with "existence."
- j. The words "from any statutory authority" are inserted after the words "work order" in the first line of subclause 11.1.
- k. The word "reasonable" is inserted after the words "pay the" in the second line of subclause 11.2.

- l. The words “plus another 20% of that fee” are deleted from subclause 16.5.
- m. Subclause 16.8 is deleted.
- n. Sub-clause 20.6.5 is substituted with:

“served if it is sent by fax to the party’s solicitor, unless it is not received (a notice is taken to have been received at the time shown in the transmission report that the whole fax was sent)”
- o. Sub-clause 23.9 is deleted.
- p. Sub-clause 28 is deleted.
- q. Sub-clause 29 is deleted.

### **Conditional Contract**

- 32. Completion of this contract is conditional on:
  - a. Council granting the Development Consent, and,
  - b. Registration of the Plan by the LRS.

### **The Development Consent**

- 33. The Vendor was granted the Development Application consent with the Liverpool Council.

### **Registration of the Plan**

- 34. The vendor must do everything reasonable to have the Plan registered by the Sunset 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.
- 35. The vendor shall comply with all conditions of the Approvals. The purchasers shall not make any objection or requisition or claim in respect of any Works carried out by or on behalf of the vendors.
- 36. Within seven (7) days of registration of the Plan at the office of LRS the vendor will notify the purchaser of the Registration Date.

## **Completion**

37. The parties will complete this Contract on the Completion Date.
38. Subject to clause 42 in the event that the Plan is not registered by the Sunset Date then either party may, (but prior to registration of the Plan) rescind this Contract by notice in writing to the other party whereupon the provisions of Clause 19 hereof shall apply.
39. Notwithstanding the provisions of clauses 34 to 38 the vendor may (but is not obliged) by notice in writing to the purchaser given prior to the Sunset Date, extend the Sunset Date by the number of days the vendors (or anyone retained by the vendor) has been delayed in completing the Works, obtaining the Approvals and registering the Plan at LRS. The vendor may extend the Sunset Date on a number of occasions but may not however extend the Sunset Date by more than six (6) months in total from the first Sunset Date.

## **Variations**

40. All measurements, lot numbers and position of lots shown on the Plan are provisional only and are subject to the measurements, lot numbers and positions of lots to be shown on the Plan as and when approved by the Authorities including the Council and/or LRS.
41. The vendor reserves the right to make such alterations, additions or variations to the Plan as the vendor may consider necessary from time to time (Variations).
42. The Purchaser will not make any objection, requisition or claim in respect of any Variations or any discrepancy between the form of the Plan Registration Documents as annexed to this Contract and the Plan Registration Documents as registered, subject to clauses 43 -46.
43. If any Variation or discrepancy is one which materially and adversely affects the Property to an extent which is other than minor, then the Purchaser within seven (7) days of such Variation or discrepancy being notified to the Purchaser in writing (and time is of the essence in this regard) rescind this Contract by notice in writing to the Vendor whereupon the provisions of clause 19 of this contract shall apply.
44. In the event that the Purchaser does not rescind this Contract within the time and in the manner provided in clause 46 of this Contract, Then the Purchaser shall be deemed to have waived such right to rescind and shall be deemed to have accepted the Variation or discrepancies and the Purchaser shall proceed to complete this Contract in accordance with the provisions of this Contract.
45. For the purposes of clauses 40 -44 any Variation or discrepancy of less than five per cent (5%) in any dimensions or area of the Property as shown on the Plan shall be deemed to be a Variation which is minor or a Variation or discrepancy which does not materially and adversely affect the Property.
46. The obligation to prove that any Variation or discrepancy materially and adversely affects the Property rests with the Purchaser.

### **Plan Registration Documents**

47. Without limiting the rights of the vendor contained in this Contract including the rights of the vendor under clause 44 the vendor may replace the Plan Registration Documents or any of them or make such changes to the Plan Registration Documents or any of them (Changes) as the vendor may from time to time require.
48. The purchaser acknowledges that Changes may include:
  - a. creating Easement Matters;
  - b. creating dedications, agreements, arrangements, rights and privileges;
  - c. changing the location of that part of the Land to be benefited or burdened by any Easement Matters, dedications, agreements, arrangements, rights and privileges; and/or,
  - d. including additional land in the Plan.

### **Draft Plans for Services**

49. A copy of the draft plan for sewerage and drainage services to the Property and the Land (annexed to this contract) – such services to be provided and installed prior to the Registration Date. However this plan may be subject to changes in order to satisfy any requirements of the relevant Authorities in which event the purchaser is not entitled to rescind this contract in circumstances whereby the matter which is being objected to by the purchaser is a requirement of the relevant Authorities.

### **Title Particulars**

50. The purchaser acknowledges that the particulars of title as advised to the purchaser on notification of registration of the Plan will be sufficient to enable the purchaser to prepare the Transfer.

### **Purchaser's Acknowledgements**

51. The purchaser cannot make a claim, objection or requisition or rescind or terminate in respect of:
  - a. The presence of any environmental hazard or contamination on, within, from and to the property;
  - b. The location of presence of any drainage pipe or watercourse or any service to all through or on the property including electricity and telephone.
  - c. The fact that the Property will have underground power, water, sewer, , and telephone services reticulated either within or adjacent to the boundary of the property and that these are the only services that will be provided or available.

## **Caveat**

52. The purchaser shall not lodge, prior to completion, any caveat or other instrument with respect to the title to the Land or the Property, or any land relating to this Contract (**Affecting Dealing**) at LRS to protect the purchaser's interests pursuant to this Contract or otherwise.
53. If the purchaser lodges an Affecting Dealing, then the purchaser hereby irrevocably appoints the Vendor or the Vendor's nominated party as its attorney for the purposes of the Lodging with the Office of LRS any document or instrument necessary to remove any Affecting Dealing on the title to the Land or the Property and any costs incurred by virtue of the Vendor exercising or having exercised on its behalf the right conferred upon the Vendor pursuant to this clause shall be borne by the Purchaser with such costs to be paid to the Vendor on the completion date.

## **Affectations**

54. For the purposes of clauses 57-62 of this Contract "Affectations" means any covenant, easement, restriction or other encumbrance on the title either referred to in this contract or any attachment to this contract or as shown or referred to in the title deed or title deeds attached to this contract.
55. The purchaser acknowledges that the purchaser has made all enquiries to be fully satisfied with respect to all Affectations and in particular with regards to the legal effect, nature and sustainability of the Affectations.
56. The purchaser acknowledges that the vendor does not guarantee that the Affectations are enforceable or will be upheld by a court or any regulatory authority.
57. The purchaser acknowledges that the vendors does not give any guarantee that the Affectations will be sustained by or not overridden by any current or future laws or decisions of any court or tribunal.
58. The purchaser acknowledges that the vendor does not have any obligation to take any action or do any act, matter or thing to seek to enforce or give effect to the terms of any Affectation.
59. The purchaser shall not have any claim against the vendor nor be entitled to take any objection nor make any requisition or claim nor seek to delay completion nor to report the vendor or to any regulatory authority of virtue of any act, matter or thing relating to any Affectation or as referred to in or covered by the provisions of this clause.
60. The provisions of this clause shall not merge on completion but will inure for the vendor's benefit.

## **Council rates and water rates and Land Tax**

61. For the purpose of clause 14, adjustments of council rates and water rates and land tax ("Rates") will be made in the following manner:

- a. if, on completion, separate assessments for one or more of the Rates in respect of the Property have not been issued, the adjustments will take place on the basis of the following:

Council Rate: \$1200,00 per annum;

Water Rate: \$250.00 per quarter; and

Land Tax: \$1500.00 per annum;

in relation to the Property on a pro rata basis in conjunction with the Land. No regard will be had for actual assessments in relation to the Property issued after completion.

- b. If separate assessments for one or more of the Rates have issued by the Completion Date then the amount of that Rate as so assessed will form the basis of the adjustment pursuant to clause 14.
- c. The vendor must, on or before completion pay any then current assessment of the Rates Issued on or before Completion of Any Land Which Includes the Property either in full, or to the extent necessary to free the Property from any charge for payment of the Rates.
- d. No further adjustment of the Rates would be made after completion of this Contract.

### **Condition of the Property**

- 62. The purchaser acknowledges that the Property the subject of this contract is vacant land and is purchased with all faults whether patent or latent.
- 63. Subject to the provisions of section 52A of the *Conveyancing Act 1919* as amended, the purchaser represents and warrants that in entering into this Contract, he has not relied on:
  - a. any representation, statement, promise or warranty, whether oral or in writing, by the vendors or anyone on the vendor's behalf, except as provided for in this Contract, in respect of or in connection with:
    - i. the fitness or suitability of the Property and any improvements for any use other than the use permitted by the Camden City Council;
    - ii. any financial return or income to be derived from the Property;
    - iii. the View from the Property;
    - iv. any other matter of whatsoever nature in connection with the Property.

### **Representations, warranties and acknowledgements**

- 64. The Purchaser represents and warrants to the Vendor that:

- a. the purchaser was not induced to enter into this contract by and did not rely on any representations or warranties by the vendor, the vendor's agent or persons on behalf of the vendor about the subject matter of this contract (including representations or warranties about the nature or the fitness or suitability for any purpose of the property or about any financial return or income to be derived from the property) except those representations and warranties set out in this contract.
- b. the provisions of this Contract constitute the full and complete understanding between the vendor and the purchaser and that there is no other understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions of this Contract or binding on the parties hereto with respect to any of the matters to which this Contract relates.
- c. the purchaser has not been introduced to the property by any estate agent or agency (other than the agent or agency (if any) nominated on page 1 of this Contract), and hereby agrees to indemnify the Vendor against any claim by any estate agent or agency due to the Purchaser's breach or alleged breach of this warranty to the intent that all; damages, costs and expenses on a solicitor and client basis which may be incurred by the Vendor in respect of any such claim or alleged claim shall be paid by the Purchaser to the Vendor. the purchaser has obtained appropriate independent advice on and is satisfied about:
  - i. the purchaser's obligations and rights under this contract;
  - ii. the nature of the property and the purpose for which the property may be lawfully used.

This clause and the representations and warranties therein shall not merge on completion of this Contract.

### **Rescission and Termination on Certain Events**

65. If the purchaser to this Contract is a corporation and before completion:

- a. it enters into a scheme or it makes any arrangement for the benefit of creditors;
- b. an order is made to wind up the Purchaser;
- c. a liquidator or official manager is appointed in respect of the Purchaser;
- d. a mortgagee enters into possession of all or a substantial part of the assets of the purchaser;
- e. it is deemed by any relevant legislation to be unable to pay its debts; or
- f. a receiver, receiver and manager or agent of a mortgagee is appointed to all or a substantial part of the assets of the purchaser,



then the purchaser shall be deemed to be in breach of an essential term of this Contract and the vendor may terminate this Contract.

66. If the purchaser is an individual and before completion:

- a. it is declared bankrupt;
- b. he or she enters into a scheme or makes any assignment for the benefit of creditors;
- c. a mortgagee enters into possession of all or a substantial part of the assets of the defaulting party;
- d. is deemed by any relevant legislation to be unable to pay his or her debts; or,
- e. a receiver, and manager or agent of a mortgagee is appointed to all or a substantial part of the assets of the defaulting party,

then the purchaser shall be deemed to be in breach of an essential term of this Contract and the vendor may terminate this Contract.

67. If the purchaser is an individual who before completion:

- a. dies; or
- b. becomes mentally ill,

then the vendor may rescind this Contract and the provisions of Clause 19 shall apply.

### **Service of documents**

68. Service of any notice or document under or relating to this Contract may be effected and shall be sufficient service on a party and that party's solicitor if:

- i. Addressed to that party or to that party's solicitor at the respective addresses set out in this Contract and posted by ordinary pre-paid post and such notice or document shall be deemed to have been received by that party or that party's solicitor on the second business day following the date of posting.
- ii. The notice or document is sent by telex or facsimile transmission and in any such case shall be deemed to be duly given or made when:
  - 1. in the case of facsimile transmission, the transmission has been completed; except where
  - 2. the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the

sender of an incomplete transmission in which case the telex or facsimile transmission shall be deemed not to have been given or made

3. the time of dispatch is not before 17:00 (local time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such day in that place.

### **Late Completion**

69. If the Purchaser completes this Contract but does not do so on or before the Completion Date, then on completion the purchaser must pay to the vendor interest on the Price from but excluding the Completion Date to and including the date of actual completion at the rate of 12% per annum calculated daily.
70. Payment of interest in accordance with this clause is an essential term of this Contract.
71. The Purchaser need not pay interest under this clause for the period that the purchaser's failure to complete is caused solely by the inability of the vendor to complete or, if the vendor was able to complete but failed to do so by the vendor's failure to complete.

### **Notice to complete**

72. If completion does not occur on or before 3.00 p.m. on the Completion Date as a result of the breach or default of a party hereto (**Defaulting Party**) then the other (innocent party) may:
  - a. at any time serve on the Defaulting Party a notice requiring completion of this Contract on a specified date being not less than 14 days (Notice Period) after the date of service of the Notice; and,
  - b. make time of the essence for compliance with the notice.
73. The parties agree that the Notice Period is a reasonable and sufficient period to make time of the essence for compliance with the notice.
74. Any notice making time of the essence may specify any time of the day between 10.00 AM and 3.30 p.m. as the time for performance of any obligation under this Contract in which event performance by that specified time is of the essence. The innocent party shall be at liberty at any time to withdraw the notice without prejudice to its continuing right to serve further notice under this clause on the defaulting party.
75. The vendor is not obliged to remove any charge on the Property for any rate, tax or outgoing or any other encumbrance until the time when completion of this Contract is effected and may serve a Notice to Complete on the

purchaser notwithstanding that there is such a charge, rate or outgoing on the Property at the time the notice to complete issues.

76. If the Vendor issues a notice to complete, the Purchaser must pay on demand an amount of \$300 (plus GST) for legal costs incurred by the vendor in issuing the Notice to Complete. The purchaser must pay these costs to the vendor's solicitor by a separate settlement check at completion. It is an essential term of this Contract that these costs are paid on completion.

## **FIRB**

77. In the event that the purchaser breaches the promises contained in clauses 22.1 and 22.2 the Purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof. This warranty an indemnity shall not merge on completion.

## **Deposit**

78. The parties authorise and direct the Vendor's Agent as stakeholder pending completion of this Contract 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 to pay the interest of the parties equally on completion of this Contract after deduction of all proper government taxes and financial institution charges and other charges.
79. If, for any reason the sale contemplated by this Contract does not proceed to completion, for any reason whatsoever then the interest credited to such account shall be and remain the property of the party who shall be legally entitled to receive the deposit.
80. The party entitled to the deposit on completion, termination or rescission of this Contract (whichever occurs) there is the risk of loss of the deposit and of the interest.
81. The parties shall give directions and do such things (including providing their tax file numbers) as may be necessary to give effect to the provisions in relation to the investment of the Deposit.

## **GST – Price includes GST**

82. Words or expressions used in this clause which are defined in the GST Act have the same meaning in this clause. For the purposes of this agreement all amounts payable or other consideration to be provided for a supply under this agreement are inclusive of GST and the amount or consideration will not be increased for any GST payable on that supply. The vendor elects to use the Margin Scheme. A Tax Invoice will not be handed over at Completion of this Contract.

## **Credit Code**

83. The purchaser acknowledges that the vendor has entered into this Contract on the purchases warranty that:
- a. the purchaser does not require credit in order to pay for the Property; or
  - b. if the Purchaser requires credit in order to pay for the Property, the purchaser has obtained such credit on reasonable terms prior to the date of this contract.

#### **Lot Maintenance**

84. The purchaser must not deposit any rubbish or debris or permit any rubbish or debris to be placed on the Property from the completion date until the commencement of building works on the Property (Maintenance Period). During the Maintenance Period the Vendor, its agents, employees and contractors may, but are not obliged) to enter upon the Property without notice to the Purchaser to:
- a. remove any rubbish or debris,
  - b. cut, remove, poison or spray any noxious weeds or other undergrowth on the Property, and,
  - c. mow or slash any grass that may have grown on the Property.
85. The purchaser must pay the vendor on demand the reasonable cost incurred by the vendor in maintaining the Property in a clean and tidy condition during the Maintenance Period. This clause and the preceding clause do not merge on completion.

#### **Confidentiality**

86. The purchaser acknowledges that the terms and conditions of this contract are confidential and must not be disclosed to any party except in accordance with this clause. The purchaser may only disclose the terms and conditions of this Contract to facilitate the completion of the Contract, or to establish or enforce any rights under or perform any obligations in accordance with the provisions of this Contract. Disclosure may be made to the purchaser's legal adviser, financial adviser and mortgagee (if any) or in circumstances where such disclosure is required by law. This clause will not merge on completion.

#### **Requisitions**

90. The purchaser can only make requisition on title under the contract if it furnishes to the vendor or its solicitor the standard Form 825 requisitions (2005 Edition).

#### **Selling and Leasing Activities**

91. The purchaser acknowledges that both before and after Completion of this Contract the vendor and persons authorised by the vendor may:
- a. conduct selling and leasing activities in the area of the land in the Plan,
  - b. provide access for the purposes of valuations for prospective purchasers,

- c. show prospective purchasers and their builders and consultants over the Property as the vendor deems fit,
- d. place and maintain in, on and about the area of the land in the Plan (but not on the Property) (subject to clause 91) signs in connection with those selling and leasing activities.

This clause does not merge on completion of this Contract and shall continue in full force and effect until the vendor has completed the sale and/or leasing of all lots which are in the Plan and which are owned by the vendor at any time.

- 92. The purchaser acknowledges that before Completion the vendor and persons authorised by the vendor may place and maintain in, on or about the Property signs in connection with any selling or leasing activities of the vendor or an office or other facility (or both) for sales persons, letting agents and managing agents, as the vendor at its absolute discretion deems fit.

### **Guarantee**

- 93. In consideration of the vendor at the request and direction of.....  
 ("Guarantors") agreeing to enter into these presents with the purchaser, the Guarantors hereby jointly and severally guarantee to the vendor the due and punctual payment to the vendor of all monies due hereunder and the punctual performance and observance by the purchaser of the provisions contained in or implied under this Contract on the part of the purchaser to be respectively paid, observed and performed and the Guarantors jointly and severally and irrevocably covenant and agree with the vendor to be liable for and to indemnify and keep indemnified the vendor from and against all actions, suits, claims, demands and losses which the vendor may incur or be liable for as a result of any default, act or omission on the part of the purchaser under and pursuant to the provisions of this Contract. The Guarantors must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause. This clause shall not merge on completion of this Contract.

- 94. The Guarantors' obligations under the preceding clause are not released, discharged or otherwise affected by:
  - a. the grant of any time, waiver, covenant not to sue or other indulgence;
  - b. The release (including without limitation a release as part of a novation) or discharge of any person;
  - c. An arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;
  - d. An extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise in whole or in part of any document or agreement;
  - e. Any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;

- f. Payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
  - g. The winding up of the purchaser.
- 95. The Guarantors guarantee to the vendor the payment of all money by the purchaser on the date specified in this Contract and the Guarantors must pay that money to the vendor on the due dates if required by the vendor irrespective of whether the Contract has been completed or title has been transferred to the purchaser provided that upon payment the vendor will transfer the property to the purchaser in accordance with this Contract.

### **Interpretation**

- 96. In this Contract if there is any inconsistency between these additional clauses and the clauses to the printed clauses of this contract (2016 Edition) or any annexure hereto, these additional clauses will prevail.

.....

Guarantor

.....

Guarantor



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
-----

FOLIO: 1037/2475  
-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
22/6/2019	1:47 PM	9	5/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY AUSTRALIA AND NEW ZEALAND BANKING  
GROUP LIMITED.

LAND  
-----

LOT 1037 IN DEPOSITED PLAN 2475  
AT HOXTON PARK  
LOCAL GOVERNMENT AREA LIVERPOOL  
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP2475

FIRST SCHEDULE  
-----

H.X FIRST AUSTRAL HOLDING PTY LTD (T AK122434)

SECOND SCHEDULE (3 NOTIFICATIONS)  
-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AK122435 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP  
LIMITED
- 3 DP1242718 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN DP1242718

NOTATIONS  
-----

UNREGISTERED DEALINGS: PP DP1254617.

\*\*\* END OF SEARCH \*\*\*



L.G.A. LIVERPOOL

DP 2475

# PLAN OF HOXTON PARK

PARISH OF ABRAMATTA COUNTY OF CUMBERLAND

2475

Scale 10 Chains to 1 Inch

1. 600 ac. Grant to Thomas Sterry 16th January 1680
2. 300 ac. " James Foster " " "
3. 600 ac. " Edwards Ferry " " "
4. 600 ac. " James Williamson " " "
5. 550 ac. " Nathan Peir " " "
6. 700 ac. " Thomas Turner 31<sup>st</sup> August 1815
7. 200 ac. " George Williams " " "
8. 700 ac. " James Street " " "
9. 60 ac. " James Wilson 1<sup>st</sup> "

Not 37050/114

DAMAGED ORIGINAL  
ENHANCED COPY IS  
BEST AVAILABLE.

COPY MADE A.H.S.  
EXAMINED G.H.R.



— MERIDIAN OBSERVATION —

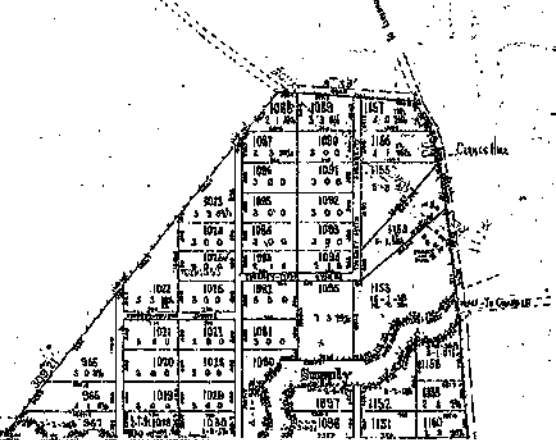
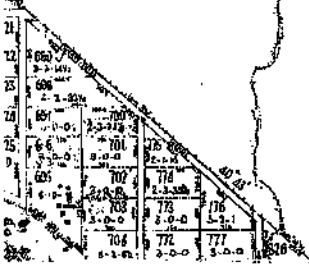
SYM.	LATITUDE.	MAG. BEAR.	ACTITUDE.	DECLINATION.	VARIATION.	DATE OF OBSER.
N. CONTIN.	24° 30' N.	100° 00' E.	66° 53' E.	60° 22' E.	6° 26' E.	20 <sup>th</sup> MAY 1815

DP 2475

Cow-di-knives

TL Pente  
8666  
(James & Thomas)

See by map late 1815/561 shall  
be as in one block  
and as in 1815/561  
and as in 1815/561  
and as in 1815/561



Case-di-knaves

TL Peate  
App<sup>n</sup> 8666  
(Gentry & Sonnet)

**DAMAGED ORIGINAL  
ENHANCED COPY IS  
BEST AVAILABLE.**

**Abstract**

02 8004 6282

Dep 9

Plan 700<sup>00</sup>.

2756

D. P. 2475

This is the Plan marked "A" and referred to in the annexed.

Declaration by J. M. MacFarland  
this 11 day of July, 1887.

~~from the 14th~~ occasional  
 Francis Lewis  
 under the name Property

DP 2475

PLAN OF HOX

PARISH CABRAMATTA

Scale 10 Ch

1. 800 ac. Grant to Thomas Scurry
2. 300 ac. - James Poole
3. 400 ac. - Edward Smith
4. 800 ac. - James Williams
5. 550 ac. - Matthew Har
6. 700 ac. - Thomas Currie
7. 800 ac. - George William
8. 100 ac. - James Stuart
9. 60 ac. - James Miller

Mornington Park.  
Captain Lyons.  
(OWNER & OCCUPIER)

GO  
EXA

DAMAGED ORIGINAL  
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BEST AVAILABLE.

STAR.	LATITUDE.
A. CENTRA.	20° 00' N.

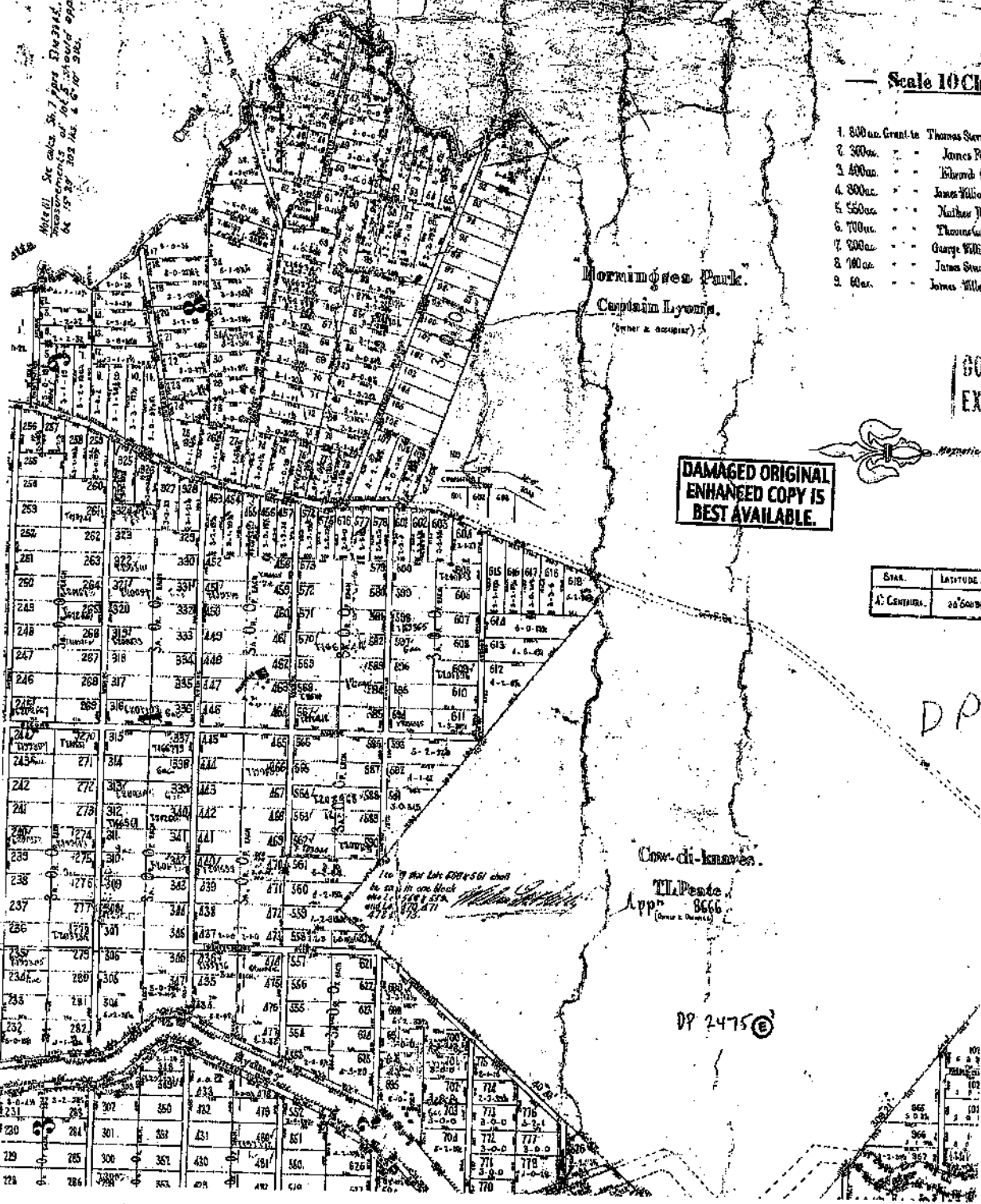
DP

Chow-chi-kauwen.

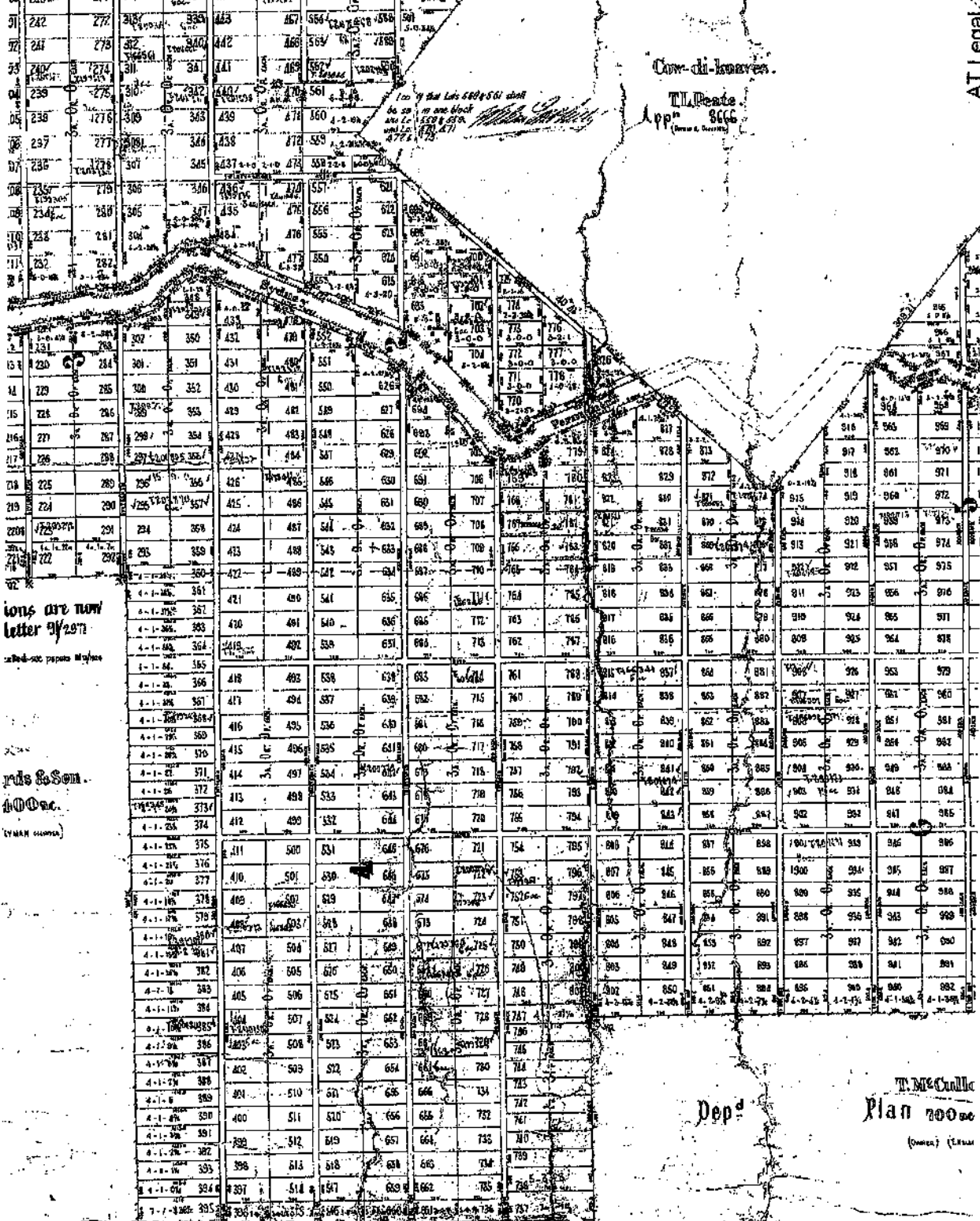
TL Pente  
APP 8666  
(Owner & Occupier)

DP 2475 ©

Metall. See also St. 7 pgs. Dis. 21st. 1800.  
Measurements of St. 7 should approximately  
be 15' 20' 300' 100' 4' 0' 10' 300'.



AT Legal  
02 8004 6282



ions are now  
letter 9/297

Red-see papers 1/1/18

rule to Son.

ADOC

(VMAH 11/1/18)

Leithridge  
700ac

DAMAGED ORIGINAL  
ENHANCED COPY IS  
BEST AVAILABLE.

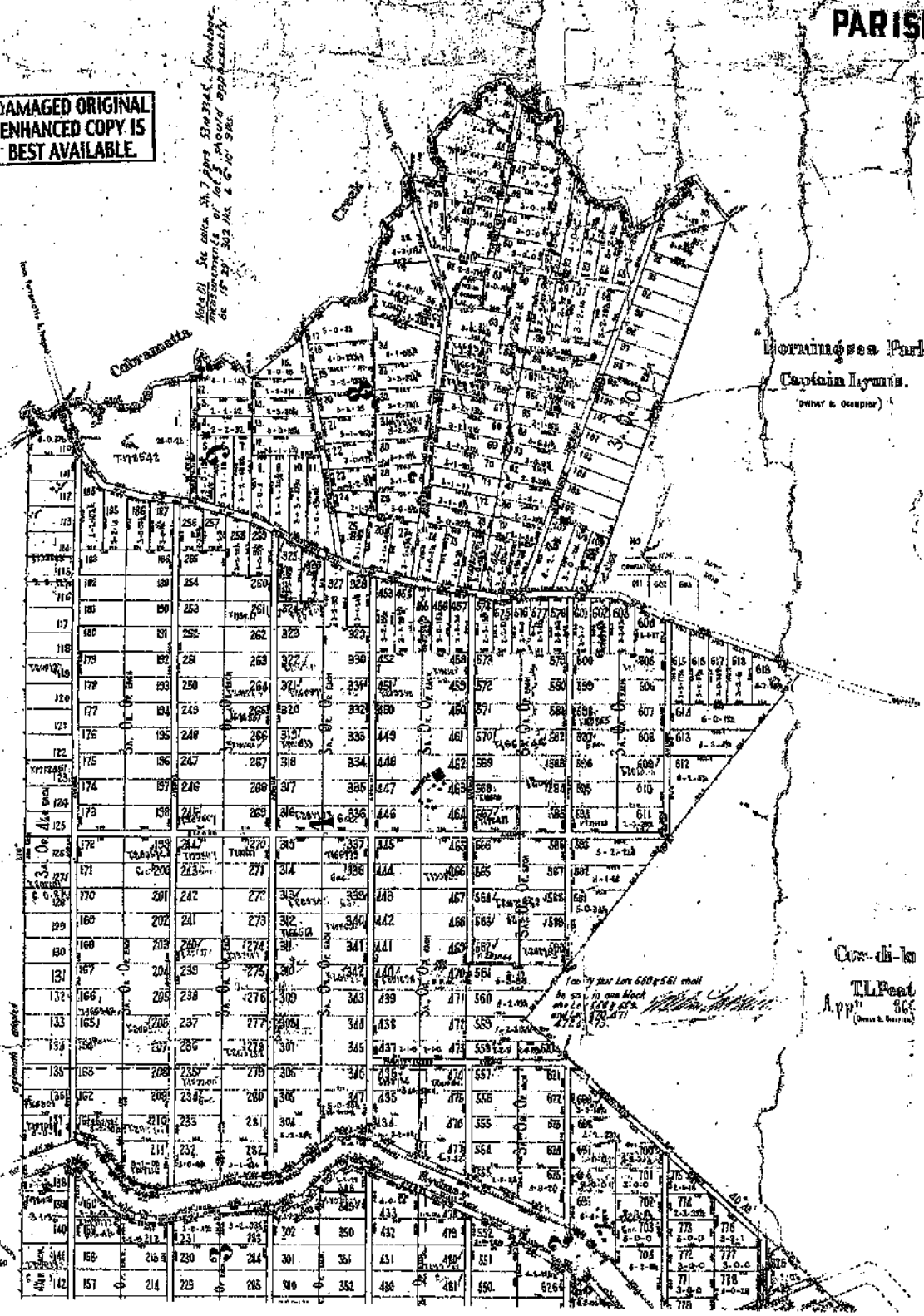
This is the Plan marked  
referred to in the annex  
declaration by J. H. Mac  
this 11<sup>th</sup> day of July 188

DP2475

AT Legal  
 02 8004 6282

DAMAGED ORIGINAL  
 ENHANCED COPY IS  
 BEST AVAILABLE

Note: The area 54.7 ppg 54.7 ppg 54.7 ppg  
 measurements of lot 15 should approximately  
 be 15.29 302.15 4.610 984



Cor-di-ko  
 TLPent  
 App 864  
 (James & Gervais)

02 8004 6282

Cox-di AT Legal

TLR Peak  
Appr 866  
(Change to Current)

Map showing a grid of land parcels with numerical values (e.g., 171, 170, 169, 168, 167, 166, 165, 164, 163, 162, 161, 160, 159, 158, 157, 156, 155, 154, 153, 152, 151, 150, 149, 148, 147, 146, 145, 144, 143, 142, 141, 140, 139, 138, 137, 136, 135, 134, 133, 132, 131, 130, 129, 128, 127, 126, 125, 124, 123, 122, 121, 120, 119, 118, 117, 116, 115, 114, 113, 112, 111, 110, 109, 108, 107, 106, 105, 104, 103, 102, 101, 100, 99, 98, 97, 96, 95, 94, 93, 92, 91, 90, 89, 88, 87, 86, 85, 84, 83, 82, 81, 80, 79, 78, 77, 76, 75, 74, 73, 72, 71, 70, 69, 68, 67, 66, 65, 64, 63, 62, 61, 60, 59, 58, 57, 56, 55, 54, 53, 52, 51, 50, 49, 48, 47, 46, 45, 44, 43, 42, 41, 40, 39, 38, 37, 36, 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1) and various annotations.

**These Reservations are now cancelled see letter 4/29/11**

All Reservations are hereby cancelled and the parcels are returned to the original owner.

**Robbards & Son**  
4000  
(H. WYMAN, Manager)

**DAMAGED ORIGINAL  
ENHANCED COPY IS  
BEST AVAILABLE.**

**D.P. 2475 E**

**Depd**

Standard Tracing  
of

DR2475

L.G.A. LIVERPOOL

ickleton Estate

Robberds & Son 400ac

H. Weyman Occupier

Dep Plan 3403

ge Owner & Occupier 700 ac.

335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
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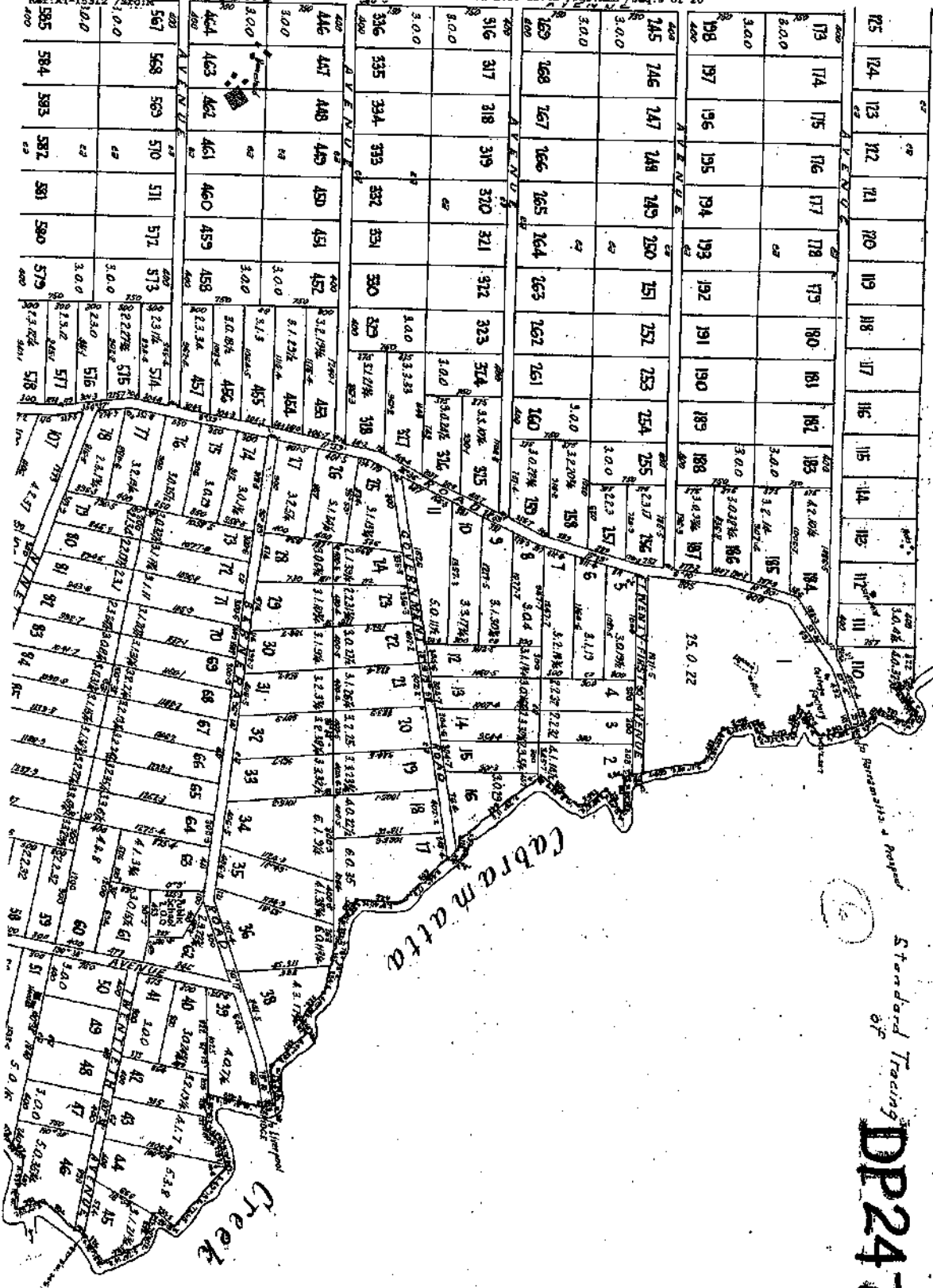
# SHINBROOK

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of  
**DP2475**

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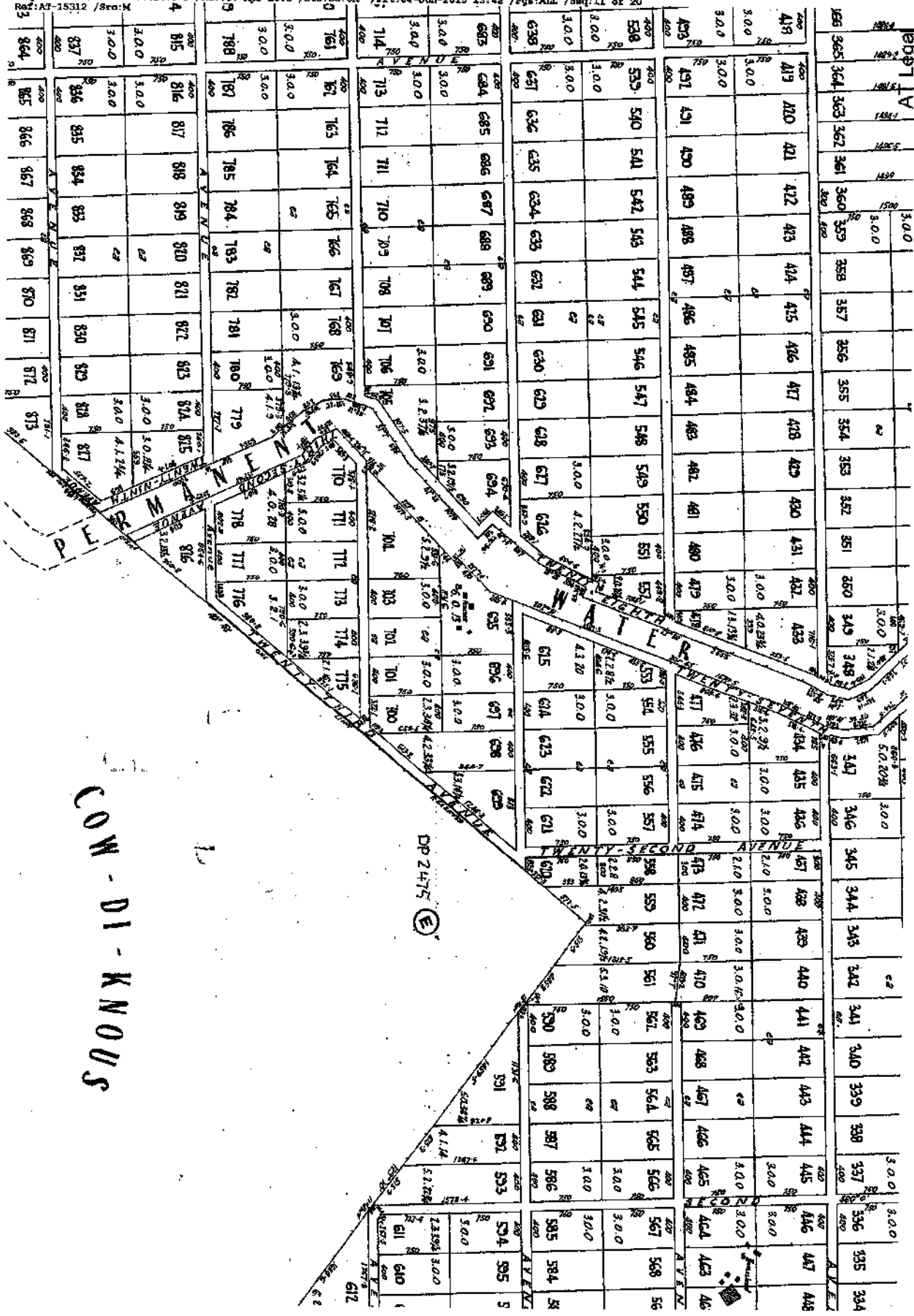


W. Leithbridge *Owner & Occupier* 700 ac.

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Captain Lyons  
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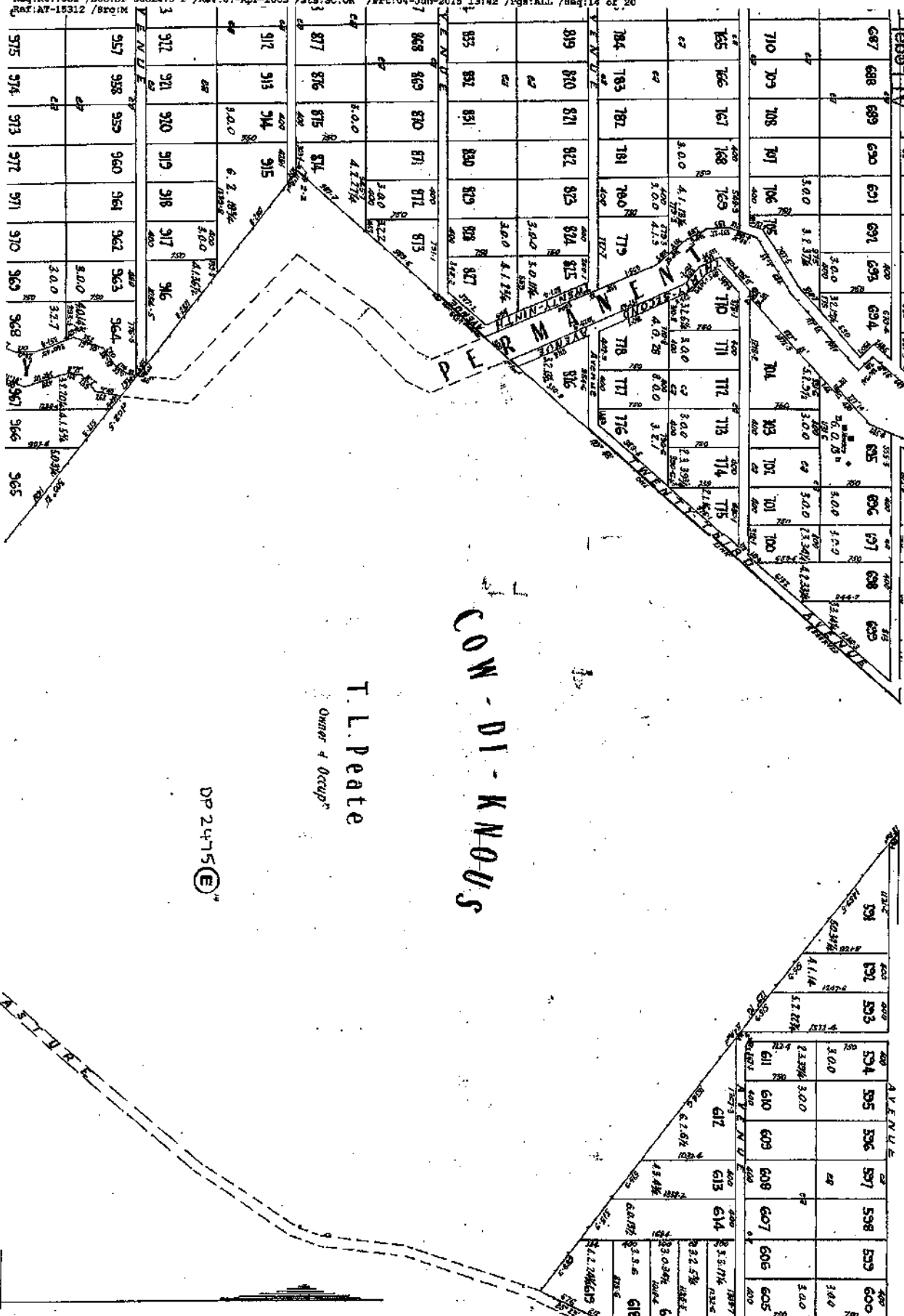
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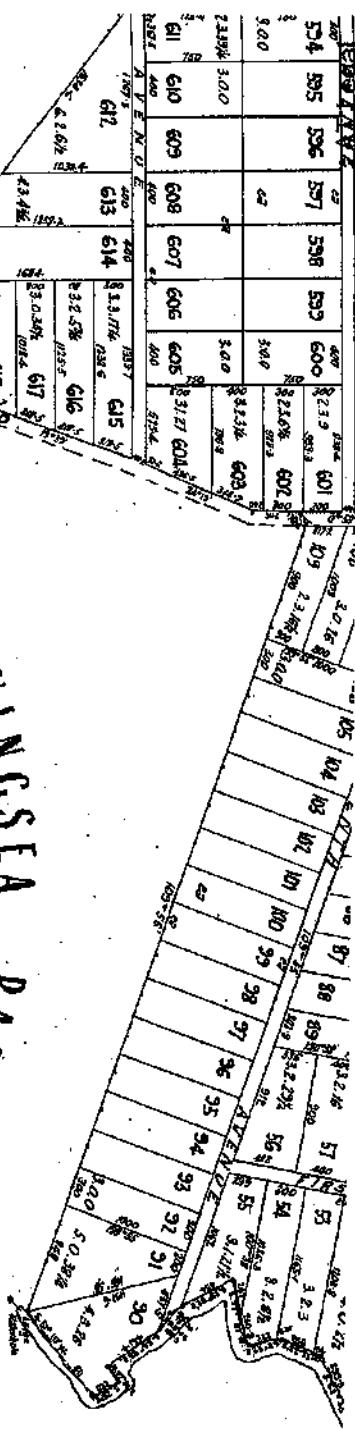
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746	747	748	749	750	751	752	753	754	755	756	757	758	759	760													





# Hoxton Park

Parish of Cabramatta

Captain Lyons  
Owner & Occupier

DP2475 (E)

DP2475 (E)

DD2475 (M)

**T. Mc Culloch**

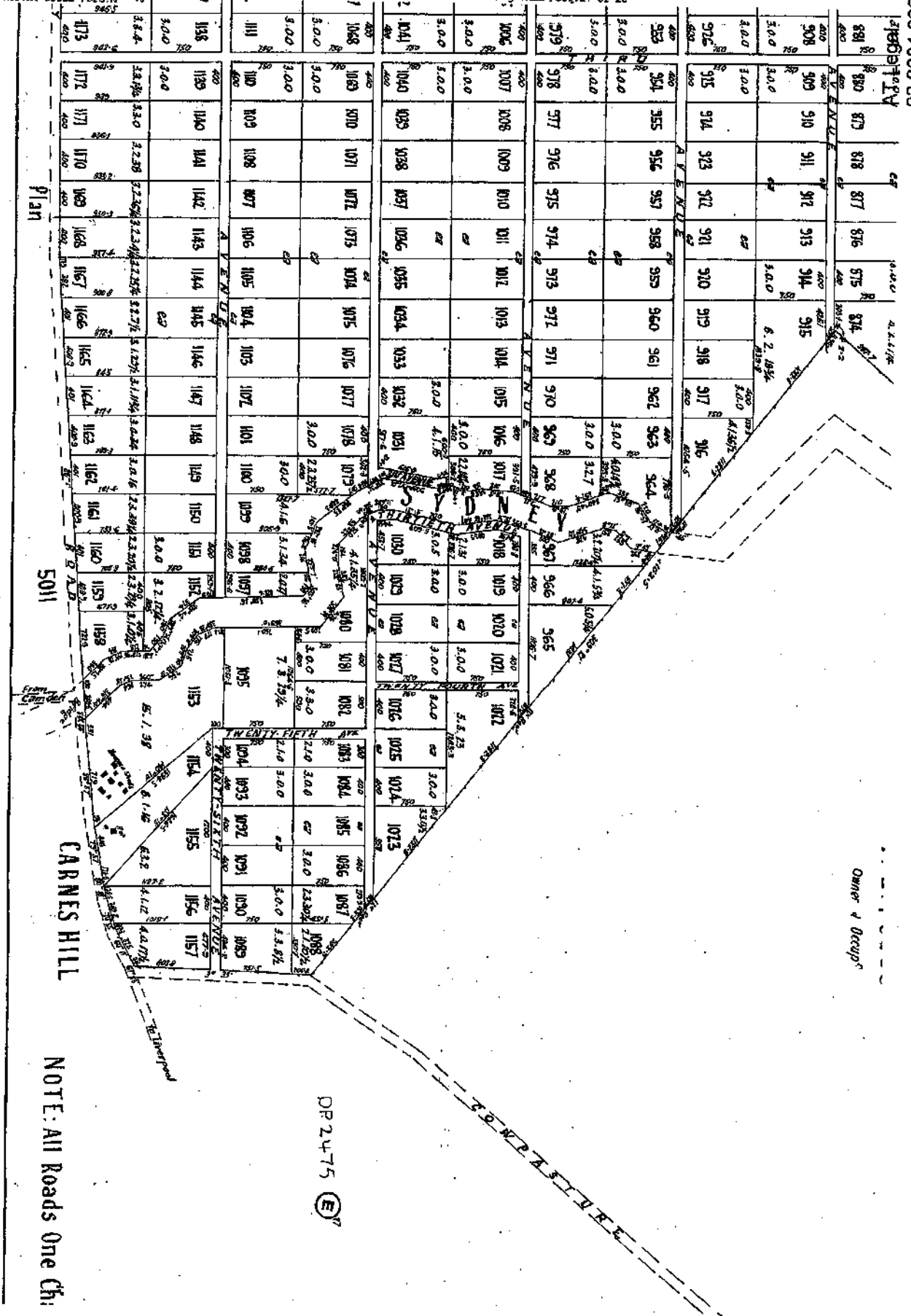
**Overview**

700 ac

T Kelsey Occupier

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ds One Chain Wide

**HOXTON PARK**  
Parish of Cabramatta  
**COUNTY OF CUMBERLAND**

Scale 8 Chains to an Inch

**DP2475**

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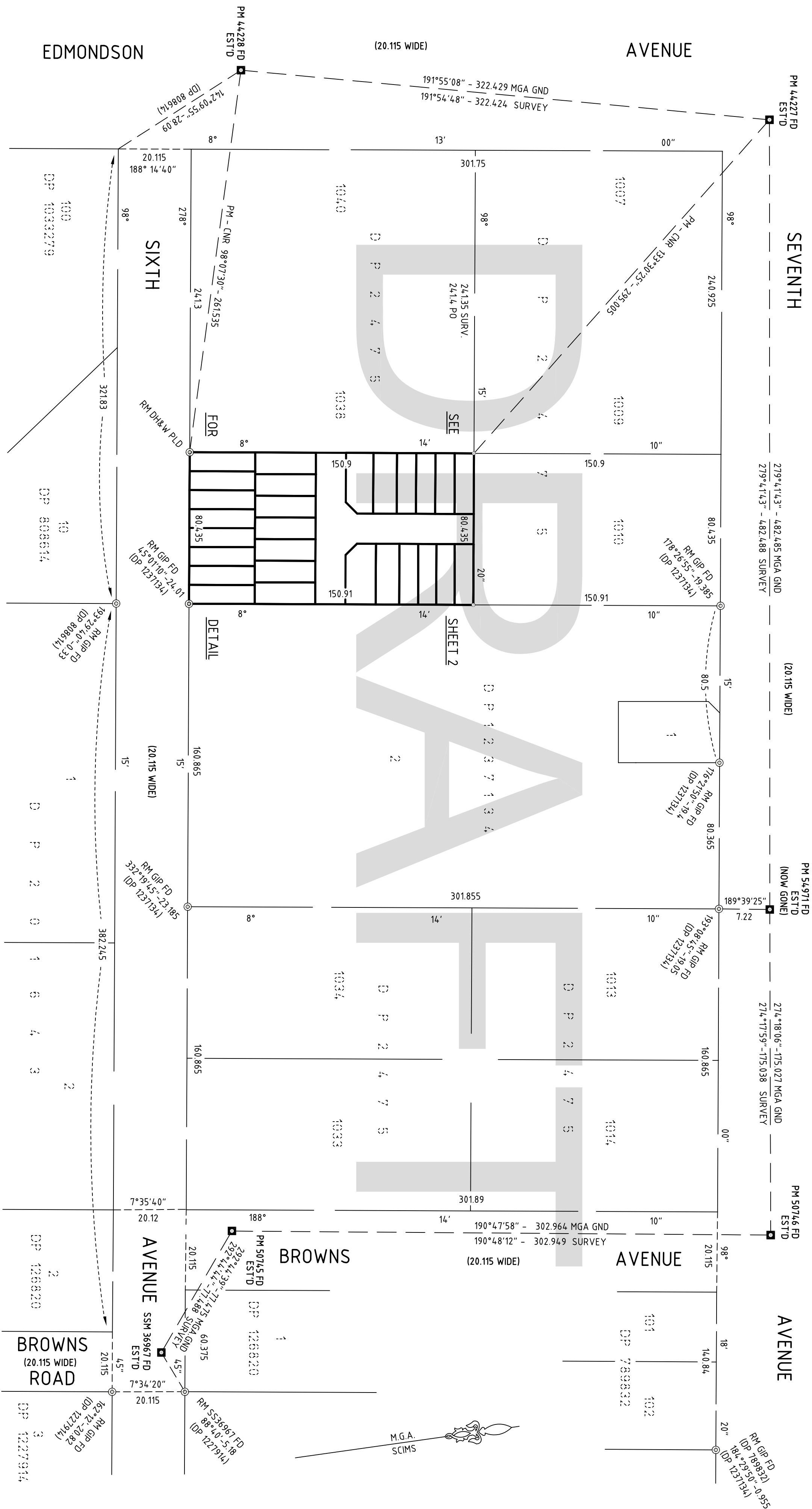
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1973.0	94.00	1973.0		
1974.0	94.00	1974.0		
1975.0	94.00	1975.0		
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2096.0	94.00	2096.0		
2097.0	94.00	2097.0		
2098.0	94.00	2098.0		
2099.0	94.00	2099.0		
2100.0	94.00	2100.0		

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DP 2475 (E) 19





SURVEYING AND SPATIAL INFORMATION REGULATION 2017 : CLAUSE 35 (1)(b) AND CLAUSE 61 (2)						
MARK	MGA CO-ORDINATES		CLASS	ORDER	METHOD	ORIGIN
	EASTING	NORTHING				
SSM 36967	298 308 109	6241 734 629	B	2	SCMS	FOUND
PM 44,228	297 613 242	6242 156 625	B	2	SCMS	FOUND
PM 44,228	297 576 646	6241 841 119	B	2	SCMS	FOUND
PM 50745	298 236 652	6241 764 585	B	2	SCMS	FOUND
PM 50746	298 293 424	6242 062 208	B	2	SCMS	FOUND
PM 54971	298 118 877	6242 075 363	B	2	SCMS	FOUND
DATE OF SCMS COORDINATES : 19/06/2019 MGA ZONE: 56 MGA DATUM: GDA 94						
COMBINED SCALE FACTOR USED: 1.000087						

PM CONNECTIONS	
PM 44228 - SSM 36967	8-71'00" - 0739.109 MGA GND 8-16'51" - 0739.082 SURVEY

SURVEYOR Name : ADITYA RAJIV SHAHAPURKAR Date : Reference : 15735	PLAN OF SUBDIVISION OF LOT 1037 IN DP 2475	L.G.A : LIVERPOOL Locality : AUSTRAL Reduction Ratio : 1:1500 Lengths are in metres.	Registered	DP 1254617
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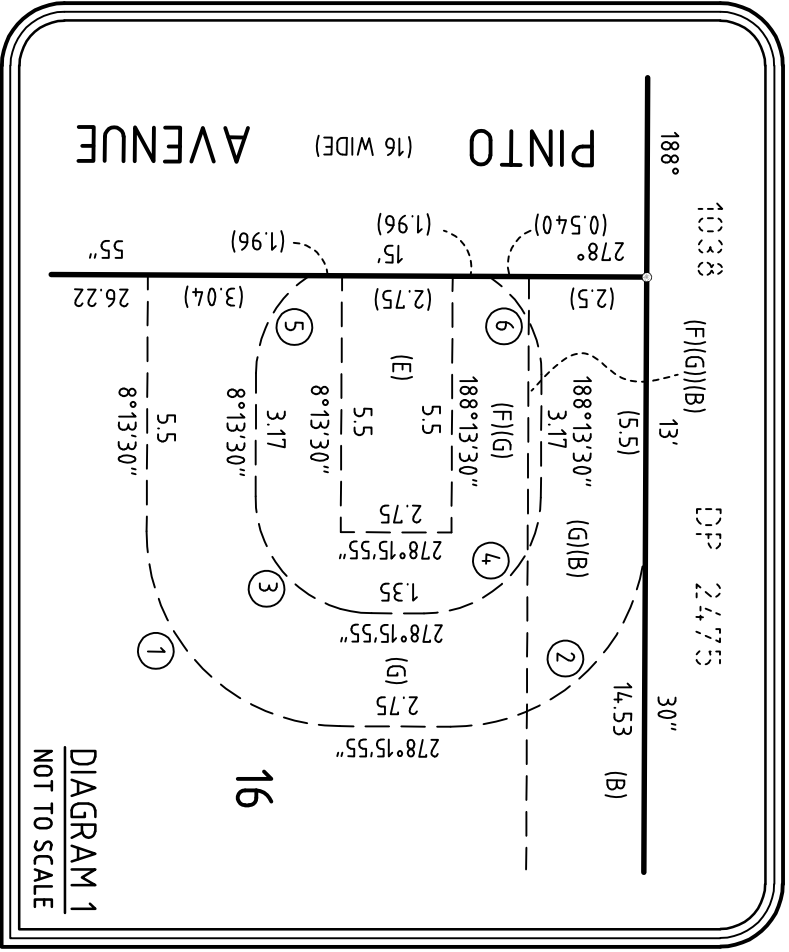
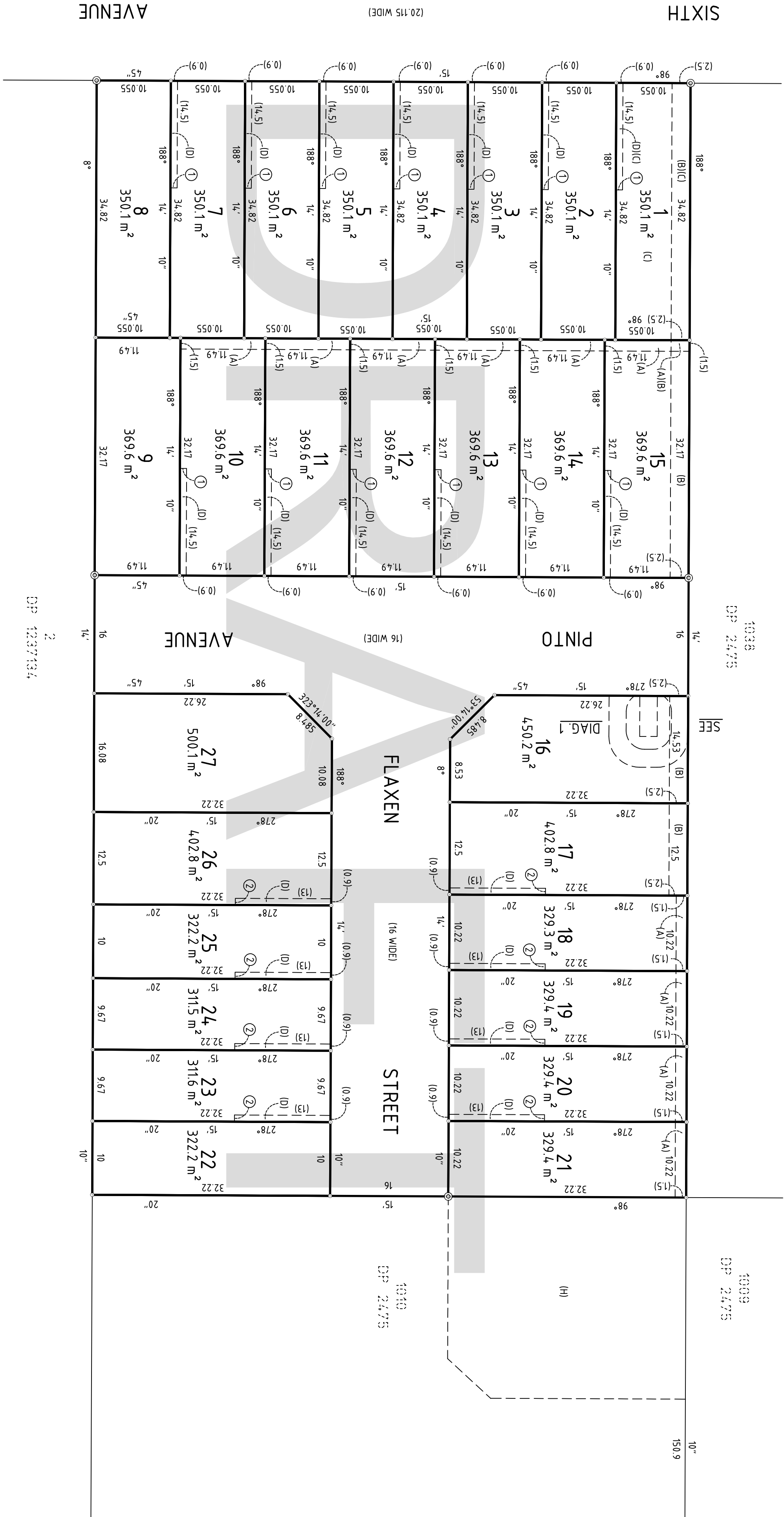


TABLE OF CURVED LINES		
No.	CHORD	ARC RADIUS
①	0°0'0"	00 00 5
②	0°0'0"	00 00 5
③	0°0'0"	00 00 3
④	0°0'0"	00 00 3
⑤	0°0'0"	00 00 3
⑥	0°0'0"	00 00 3

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
①	278°15'4.5"	0.9
②	8°14'10"	0.9

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE  
(B) EASEMENT TO DRAIN WATER 2.5 WIDE  
(C) EASEMENT TO DRAIN WATER (ENTIRE LOT)  
(D) EASEMENT FOR ACCESS, MAINTENANCE AND REPAIRS 0.9 WIDE  
(E) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE  
(F) RESTRICTION ON THE USE OF LAND (SITE ONLY)  
(G) RESTRICTION ON THE USE OF LAND (SITE ONLY)  
(H) LAND BENEFITED BY:  
- EASEMENT TO DRAIN WATER 1.5 WIDE DENOTED (A)  
- EASEMENT TO DRAIN WATER 2.5 WIDE DENOTED (B)



SURVEYOR  
Name : ADITYA RAJIV SHAHAPURKAR  
Date :  
Reference : 15735

PLAN OF SUBDIVISION OF LOT 1037 IN DP 2475

L.G.A : LIVERPOOL  
Locality : AUSTRAL  
Reduction Ratio : 1:400  
Lengths are in metres.

Registered

DP 1254617

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)
Office Use Only	Office Use Only	
Registered:  Title System:	DP 1254617	
PLAN OF SUBDIVISION OF LOT 1037 IN DP 2475	LGA: LIVERPOOL Locality: AUSTRAL Parish: CABRAMATTA County: CUMBERLAND	
<p align="center"><b>Survey Certificate</b></p> <p>I, <u>ADITYA RAJIV SHAHAPURKAR</u> of <u>NORTH WESTERN SURVEYS PTY. LIMITED</u> a surveyor registered under the <i>Surveying and Spatial Information Act, 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on:....., or</p> <p><del>*(b) The part of the land shown in the plan(*being/*excluding**.....)</del> ..... was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on:.....the part not surveyed was compiled in accordance with that Regulation, or</p> <p><del>*(c) The land shown on this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del></p> <p>Datum Line: <u>X - Y</u> Type: *Urban/*Rural The terrain is <u>Level-Undulating / *Steep-Mountainous</u></p> <p>Signature: .....Dated: ..... Surveyor Identification No: <u>8854</u> Surveyor regisreted under the <i>Surveying and Spatial Information Act 2002</i></p> <p>* Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p align="center"><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, .....(Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given</p> <p>Signature: ..... Date: ..... File Number: ..... Office: .....</p>	
	<p align="center"><b>Subdivision Certificate</b></p> <p>I, ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:..... Accreditation number:..... Consent Authority: ..... Date of endorsement: ..... Subdivision Certificate number: ..... File number: .....</p> <p>* Strike through if inapplicable.</p>	
<p align="center"><b>Plans used in the preparation of survey/compilation</b></p> <p>DP 2475 DP 236726 DP 789832 DP 808614 DP 1033279 DP 1237134</p>	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: 15735	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

Office Use Only

Office Use Only

**Registered :****DP 1254617****PLAN OF SUBDIVISION OF LOT 1037  
IN DP2475**

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No : .....

Date of Endorsement : .....

PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919, AS AMENDED,

IT IS INTENDED TO CREATE :

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT TO DRAIN WATER 2.5 WIDE (B)
3. EASEMENT TO DRAIN WATER (ENTIRE LOT) (C)
4. EASEMENT FOR ACCESS, MAINTENANCE AND REPAIRS 0.9 WIDE (D)
5. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E)
6. RESTRICTION ON THE USE OF LAND (F)
7. RESTRICTION ON THE USE OF LAND (G)
8. RESTRICTION ON THE USE OF LAND (STORMWATER DETENTION)
9. POSITIVE COVENANT (STORMWATER DETENTION)
10. RESTRICTION ON THE USE OF LAND (STORMWATER QUALITY)
11. POSITIVE COVENANT (STORMWATER QUALITY)
12. RESTRICTION ON THE USE OF LAND (DEVELOPMENT)
13. RESTRICTION ON THE USE OF LAND (BUILDING)
14. RESTRICTION ON THE USE OF LAND (FILLED LOTS)

IT IS INTENDED TO RELEASE :

1. EASEMENT TO DRAIN WATER 2.5 WIDE (DP 1242718)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15735



Office Use Only

Office Use Only

Registered :

DP 1254617

PLAN OF SUBDIVISION OF LOT 1037  
IN DP2475

This sheet is for the provision of the following information as required:

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- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No : .....

Date of Endorsement : .....

## TABLE OF STREET ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1	-	-	-	AUSTRAL
2	-			AUSTRAL
3	-			AUSTRAL
4	-			AUSTRAL
5	-			AUSTRAL
6	-			AUSTRAL
7	-			AUSTRAL
8	-			AUSTRAL
9	-			AUSTRAL
10	-			AUSTRAL
11	-			AUSTRAL
12	-			AUSTRAL
13	-			AUSTRAL
14	-			AUSTRAL
15	-			AUSTRAL
16	-			AUSTRAL
17	-			AUSTRAL
18	-			AUSTRAL
19	-			AUSTRAL
20	-			AUSTRAL
21	-			AUSTRAL
22	-			AUSTRAL
23	-			AUSTRAL
24	-			AUSTRAL
25	-			AUSTRAL
26	-			AUSTRAL
27	-			AUSTRAL

STREET ADDRESSES OF ALL LOTS ARE NOT AVAILABLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15735

Office Use Only

Office Use Only

**Registered :****DP 1254617****PLAN OF SUBDIVISION OF LOT 1037  
IN DP2475**

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- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No : .....

Date of Endorsement : .....

EXECUTED ON BEHALF OF THE CORPORATION NAMED BELOW  
BY THE AUTHORISED PERSONS WHOSE SIGNATURES APPEAR  
BELOW PURSUANT TO THE AUTHORITY SPECIFIED.

CORPORATION: H. X FIRST AUSTRAL HOLDING PTY LTD ACN 608 678 940  
AUTHORITY : SECTION 127 CORPORATIONS ACT 2001

.....  
SIGNATURE OF AUTHORISED PERSON:.....  
SIGNATURE OF AUTHORISED PERSON:.....  
NAME OF AUTHORISED PERSON:.....  
NAME OF AUTHORISED PERSON:

OFFICE HELD: .....

OFFICE HELD: .....

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15735

Office Use Only

Office Use Only

**Registered :****DP 1254617****PLAN OF SUBDIVISION OF LOT 1037  
IN DP2475**

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

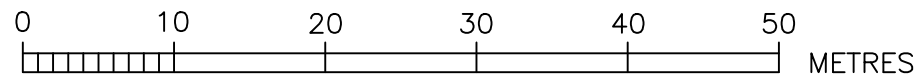
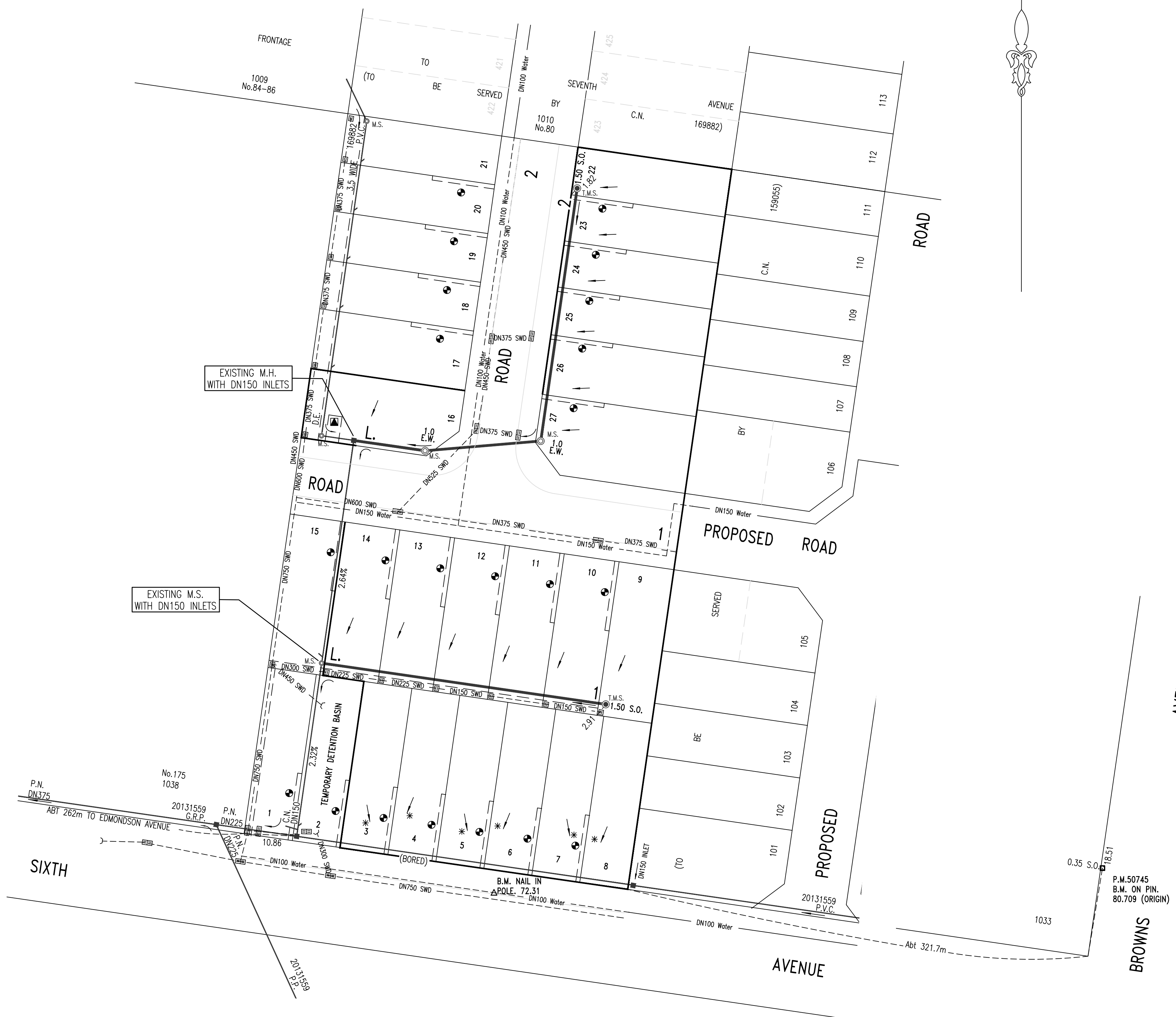
Subdivision Certificate No : .....

Date of Endorsement : .....

**MORTGAGEE (AK 122435)**

If space is insufficient use additional annexure sheet

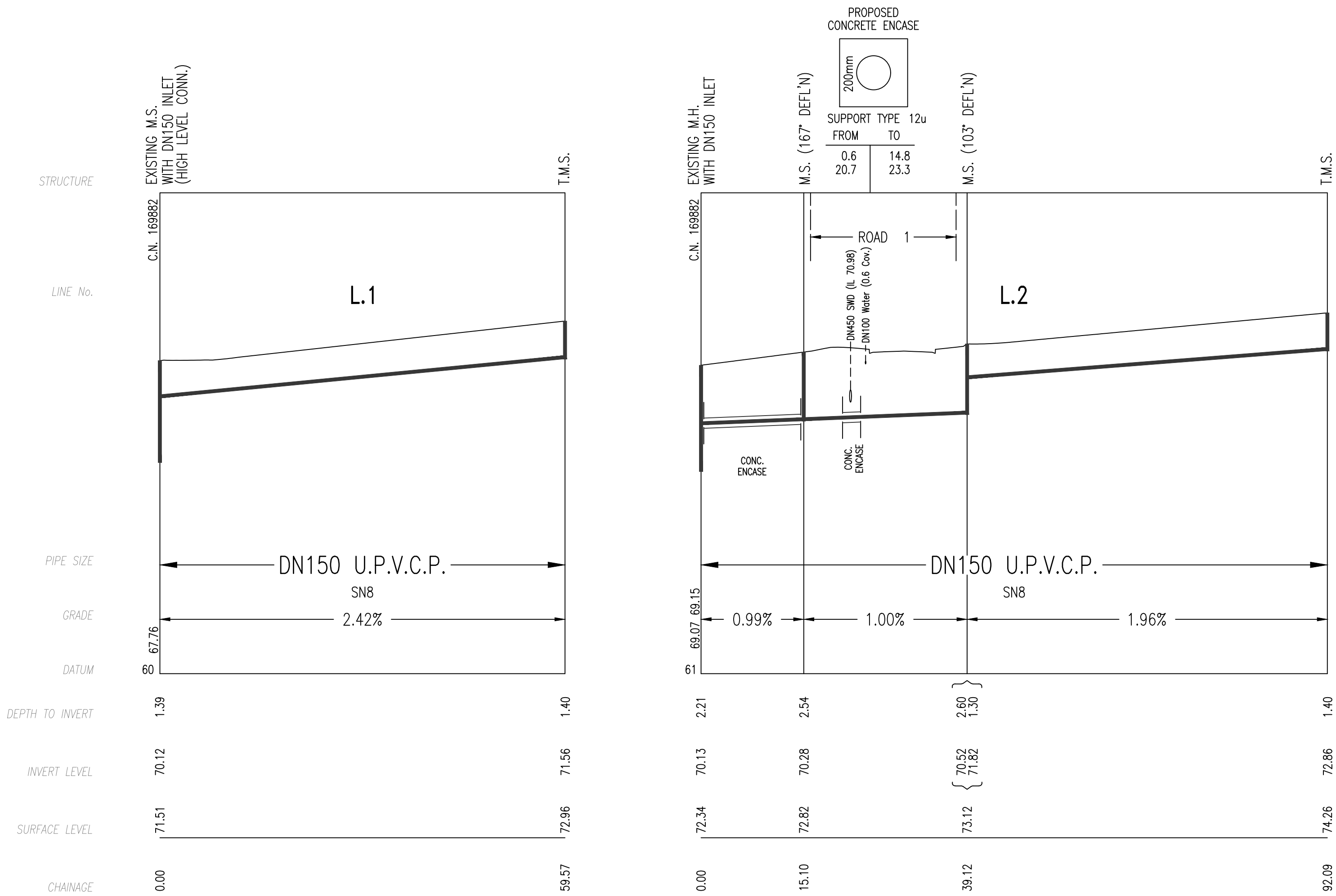
Surveyor's Reference: 15735



- NOTES :-
- 1 WATER SERVICING COORDINATOR: NORTH WESTERN SURVEYS Pty. Ltd.  
1/11 ROMFORD ROAD, BLACKTOWN N.S.W. 2148  
Ph: (02) 9831 2040
  - DESIGN: NORTH WESTERN SURVEYS Pty. Ltd.  
1/11 ROMFORD ROAD, BLACKTOWN N.S.W. 2148  
Ph: (02) 9831 2040
  - SURVEY: NORTH WESTERN SURVEYS Pty. Ltd.  
1/11 ROMFORD ROAD, BLACKTOWN N.S.W. 2148  
Ph: (02) 9831 2040
  - FOR: HX FIRST AUSTRAL HOLDING Pty Ltd  
907/63 SHORELINE DRIVE, RHODES. NSW. 2138  
Ph: 0403 614 591
  - 2 ALL SERVICES SHOWN ARE INDICATIVE ONLY. A CURRENT SERVICES SEARCH & SITE CHECK OF ALL EXISTING SERVICES WILL BE REQUIRED PRIOR TO COMMENCEMENT OF ANY WORKS.
  - 3 THE CONSTRUCTOR IS TO DETERMINE LEVELS & LOCATIONS OF SERVICES PRIOR TO CONSTRUCTION.
  - 4 ALL LOTS WERE VACANT AT TIME OF SURVEY.
  - 5 ALL SURVEY MARKS ARE PEGS UNLESS OTHERWISE NOTED.
  - 6 THE CONSTRUCTOR IS TO VERIFY THE EXISTING INVERT LEVEL PRIOR TO CONSTRUCTION. IF THE SURVEYED INVERT LEVEL DIFFERS FROM LEVELS INDICATED ON THE LONG SECTION, CONTACT NORTH WESTERN SURVEYS Pty. Ltd. ON (02) 9831 2040 IMMEDIATELY.
  - 7 ALL STRUCTURES TO BE CONSTRUCTED TO PROPOSED FINISHED SURFACE LEVELS. THE CONSTRUCTOR IS TO LIAISE WITH THE SITE SUPERINTENDENT TO VERIFY ALL FINAL LEVELS.
  - 8 PIPES TO BE CONCRETE ENCASED (SUPPORT TYPE 12u) SHOWN ACCORDINGLY:
  - 9 DENOTES PROPOSED EASEMENT FOR MAINTENANCE 0.9 WIDE.
  - 10 DRAINAGE LIMITS ARE TO PROPOSED FINISHED SURFACE LEVELS.
  - 11 PROPERTY CONNECTION TO DTC-2120 SHOWN THUS:
  - 12 MAINTENANCE SHAFTS TO BE APPROVED PREFABRICATED POLY TYPE. FOR DEFLECTIONS BETWEEN 150' & 210' APPROVED P.V.C. TYPES MAY BE USED IN LIEU.
  - 13 SEWER ENDS NOT TO BE BACKFILLED UNTIL LOCATION & INVERT LEVEL HAVE BEEN OBSERVED & APPROVAL TO BACKFILL RECEIVED FROM THE W.S.C.
  - 14 DENOTES PROPOSED EASEMENT & ELECTRICAL SUB STATION.
  - 15 ALL LEVELS ELECTRONICALLY GENERATED. NO LEVEL BOOK AVAILABLE.
  - 16 THE PROPOSED WORKS AS DETAILED HERE ON MUST BE CONSTRUCTED IN ACCORDANCE WITH THE SEWERAGE CODE OF AUSTRALIA – WSA 02-2002-2.2 SYDNEY WATER EDITION Ver. 4 (2017).
  - 17 THE MINIMUM NUMBER OF COMPACTION TESTS REQUIRED TO SATISFY THE SEWERAGE CODE OF AUSTRALIA (CLAUSE 22.3.4.4) ARE:  
**TRAFFICABLE:**  
PIPE EMBEDMENT ZONE: NIL TESTS      TRENCH FILL ZONE: NIL TESTS (SEE NOTE 18)  
**NON-TRAFFICABLE:**  
PIPE EMBEDMENT ZONE: 2 TESTS      TRENCH FILL ZONE: 2 TESTS / 900mm LAYER  
**MAINTENANCE STRUCTURES:**  
1 TEST / 1m LAYER WITHIN 300mm OF EACH M.H. OR M.S.
  - 18 ALL ROAD CROSSINGS TO BE 20:1 STABILISED SAND CEMENT BACK FILL.
  - 19 PIPE JOINING METHOD TO BE EITHER RUBBER RING JOINED OR SOLVENT CEMENT WELDED (REFER SECTION 10.6 IN SEWERAGE CODE OF AUSTRALIA WS02-2002).
  - 20 DENOTES DN100 OFF DN225 JUNCTION TO BE INSERTED INTO EXISTING BORED DN225 SEWER MAIN.
  - 21 LOTS 1, 2, 14, 15 & 17 TO 21 SERVED BY JUNCTIONS PLACED BY CASE NO. 169882.

01	INITIAL ISSUE	C.F.	2/02/19
No.	AMENDMENT DESCRIPTION	BY	DATE

PLAN TO BE READ IN CONJUNCTION WITH CURRENT SYDNEY WATER STANDARDS  SYDNEY WATER CORPORATION  PRIOR TO COMMENCEMENT OF EXCAVATION FOR PROPOSED AND EXISTING SERVICES CONTACT :-  DIAL BEFORE YOU DIG Ph. 1100 ELECTRICITY, ENDEAVOUR ENERGY Ph. 131 003 GAS JEMENA Ph. 131 909 TELECOMMUNICATIONS, TELSTRA Ph. 132 203 OPTUS Ph. 131 344 GIVING AT LEAST 48 HOURS NOTICE.	UTILITIES						WORK AS CONSTRUCTED CERTIFICATION						PIPE SCHEDULE					AUSTRALIAN HEIGHT DATUM		NO AMENDMENTS ARE TO BE MADE TO THIS PLAN WITHOUT REFERENCE TO SYDNEY WATER. THIS PLAN IS NOT NECESSARILY UP TO DATE OR CORRECT AND SYDNEY WATER ACCEPTS NO RESPONSIBILITY.		<div>Sydney WATER</div> <div>SYDNEY WATER CORPORATION</div> Case No. 170652WW	
	TYPE	DATE	REF.	TYPE	DATE	REF.	DEVELOPER	WATER SERVICE CO-ORDINATOR					SIZE DN	TYPE	CLASS	LENGTH	PIPE JOINING METHOD / NOTES						
	WATER: DN100 Water	30/11/18	MetroWater										150	U.P.V.C.	SN8	151.66	SEE NOTE 19						
	PROP. WATER: DN100	30/11/18	W/15735																				
	PROP. STORMWATER: SWD	30/11/18	Z/15735																				
STORMWATER: SWD	30/11/18	Z/15735																					



01	INITIAL ISSUE	C.F.	2/02/19
No.	AMENDMENT DESCRIPTION	BY	DATE

N.W.S. REFERENCE: 15735

DESIGNED: C.F.

DRAFTED: C.F.

VERIFIED: D.B.F.

REVIEWED: D.B.F.

APPROVED:

DATE:

WORK AS CONSTRUCTED CERTIFICATION		Sydney WATER SYDNEY WATER CORPORATION	
DEVELOPER	.....	Case No. 170652WW SHT 2 OF 2 SHTS.	
W.S.C.	.....		
CONSTRUCTOR	.....		
COMPLETED	.....		
W.A.C. PREPARED	.....	SYDNEY WATER CORPORATION FOR DETAILS OF SERVICES SEE SHEET 1	
DESIGNER	.....		
I CERTIFY THAT THE WORKS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE WORK AS CONSTRUCTED DRAWINGS			

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

Lengths are in metres

Sheet 1 of 14 Sheets

Plan: **DP1254617**

Plan of Subdivision of Lot 1037 in DP2475  
Covered by Subdivision Certificate

No ..... Of .....

Full name and address of  
the proprietors of the land:

H.X First Austral Holding Pty Ltd  
ACN: 608 678 940  
907/63 Shoreline Drive  
RHODES NSW 2138

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement to Drain Water 1.5 Wide (A)	15 14 13 12 11 10  18  19  20  21	9 - 14 inclusive 9 - 13 inclusive 9 - 12 inclusive 9, 10 & 11 9 & 10 9  19,20, 21 & Part Lot 1010 in DP2475 designated (H)  20, 21 & Part Lot 1010 in DP2475 designated (H)  21 & Part Lot 1010 in DP2475 designated (H)  Part Lot 1010 in DP2475 designated (H)
2.	Easement to Drain Water 2.5 Wide (B)	1  15  16  17	9-15 inclusive and Liverpool City Council  9-14 inclusive and Liverpool City Council  17 – 21 inclusive and Part Lot 1010 in DP2475 designated (H)  18-21 inclusive and Part Lot 1010 in DP2475 designated (H)

Approved by Liverpool City Council .....

Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED  
AND RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANT INTENDED TO  
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Lengths are in metres

Sheet 2 of 14 Sheets

Plan: **DP1254617**

Plan of Subdivision of Lot 1037 in DP2475  
Covered by Subdivision Certificate

No ..... Of .....

3.	Easement to Drain Water (Entire Lot) (C)	1	Liverpool City Council
4.	Easement for Access, Maintenance and Repairs 0.9 wide (D)	1 2 3 4 5 6 7  10 11 12 13 14 15  17 18 19 20  23 24 25 26	2 3 4 5 6 7 8  9 10 11 12 13 14  18 19 20 21  22 23 24 25
5.	Easement for Padmount Substation 2.75 Wide (E)	16	Epsilon Distribution Ministerial Holding Corporation
6.	Restriction on the Use of Land (F)	16	Epsilon Distribution Ministerial Holding Corporation
7.	Restriction on the Use of Land (G)	16	Epsilon Distribution Ministerial Holding Corporation
8.	Restriction on the Use of Land (Stormwater Detention)	1	Liverpool City Council

Approved by Liverpool City Council .....

Authorised Person

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

Lengths are in metres

Sheet 3 of 14 Sheets

Plan: **DP1254617**

Plan of Subdivision of Lot 1037 in DP2475  
Covered by Subdivision Certificate

No ..... Of .....

9.	Positive Covenant (Stormwater Detention)	1	Liverpool City Council
10.	Restriction on the Use of Land (Stormwater Quality)	1	Liverpool City Council
11.	Positive Covenant (Stormwater Quality)	1	Liverpool City Council
12.	Restriction on the Use of Land (Development)	1	Liverpool City Council
13.	Restriction on the Use of Land (Building)	Lots 1 - 27 inclusive	Every other lot
14.	Restriction on the Use of Land (Filled Lots)	<b>TBA</b>	Liverpool City Council

**Part 1A (Release)**

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement to Drain Water 2 Wide (DP1242718)	1037/2475	Liverpool City Council

Approved by Liverpool City Council .....

Authorised Person



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

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Lengths are in metres

Sheet 4 of 14 Sheets

Plan: **DP1254617**

Plan of Subdivision of Lot 1037 in DP2475  
Covered by Subdivision Certificate

No ..... Of .....

**PART 2 (Terms)**

**TERMS OF EASEMENT NUMBERED 1. & 2. IN THE ABOVEMENTIONED PLAN**

Terms of Easement to Drain Water pursuant to Part 3 Schedule 8 of the Conveyancing Act 1919.

**TERMS OF EASEMENT NUMBERED 3. IN THE ABOVEMENTIONED PLAN**

Terms of Easement to Drain Water pursuant to Part 3 Schedule 4A of the Conveyancing Act 1919.

**TERMS OF EASEMENT NUMBERED 4. IN THE ABOVEMENTIONED PLAN**

Terms of Easement for Access, Maintenance and Repair pursuant to Part 5 Schedule 8 of the Conveyancing Act 1919.

**TERMS OF EASEMENT NUMBERED 5. IN THE ABOVEMENTIONED PLAN**

The terms set out in Memorandum Number **AK104621** are incorporated into this document subject to the replacement of the words "Endeavour Energy" with "Epsilon Distribution Ministerial Holding Corporation".

**TERMS OF RESTRICTION NUMBERED 6. IN THE ABOVEMENTIONED PLAN**

**1.0**    **Definitions**

- 1.1**    **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2**    **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3**    **erect** includes construct, install, build and maintain.
- 1.4**    **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

**2.0**    No building shall be erected or permitted to remain within the restriction site unless:

- 2.1**    the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 2.2**    the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.3**    the owner provides the prescribed authority with an engineer's certificate to this effect.

Approved by Liverpool City Council .....

Authorised Person

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

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Lengths are in metres

Sheet 5 of 14 Sheets

Plan: **DP1254617**

Plan of Subdivision of Lot 1037 in DP2475  
Covered by Subdivision Certificate

No ..... Of .....

3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

**TERMS OF RESTRICTION NUMBERED 7. IN THE ABOVEMENTIONED PLAN**

1.0 Definitions

1.1 **erect** includes construct, install, build and maintain.

1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System

3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation distribution system from Epsilon Distribution Ministerial Holding Corporation.

Approved by Liverpool City Council .....

Authorised Person

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

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Lengths are in metres

Sheet 6 of 14 Sheets

Plan: **DP1254617**

Plan of Subdivision of Lot 1037 in DP2475  
Covered by Subdivision Certificate

No ..... Of .....

- 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

**TERMS OF RESTRICTION NUMBERED 8. IN THE ABOVEMENTIONED PLAN**

With regards to the on-site stormwater detention basin within the easement denoted **(C)** on the plan the registered Proprietor of the lot burdened shall not:

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

Within the land so burdened without the prior written consent of Liverpool City Council.

The expression "on –site stormwater detention system" includes all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater as well as surfaces graded to direct stormwater to the temporary storage.

Liverpool City Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and future temporary stormwater quality control devices and outlet works within the lots hereby burdened.

**TERMS OF POSITIVE COVENANT NUMBERED 9. IN THE ABOVEMENTIONED PLAN**

With regards to the on-site stormwater detention basin within the easement denoted **(C)** on the plan the registered Proprietor of the lot burdened will:

- (a) Permit stormwater to be temporarily detained by the system.
- (b) Keep the system clean and free from silt, rubbish and debris.
- (c) Maintain and repair the system so that it functions in a safe and efficient manner.
- (d) Replace, repair, alter and renew the whole or part of the system within the time and in the manner specified in a written notice issued by Council.
- (e) Carry out the matters referred to in paragraphs (b), (c) and (d) at the registered proprietor's expense.

Liverpool City Council will have no objection to the release of this positive covenant upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works within the lots hereby burdened.

Approved by Liverpool City Council .....

Authorised Person

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

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Lengths are in metres

Sheet 7 of 14 Sheets

Plan: **DP1254617**

Plan of Subdivision of Lot 1037 in DP2475  
Covered by Subdivision Certificate

No ..... Of .....

**TERMS OF RESTRICTION NUMBERED 10. IN THE ABOVEMENTIONED PLAN**

With regards to the stormwater pre-treatment system within the easement denoted (H) on the plan the registered Proprietor of the lot burdened, without the prior and express written consent of the Authority benefited:

- I. Do any act, matter or thing which would prevent the system from operating in a safe and efficient manner.
- II. Make or permit or suffer the making of any alterations or additions to the system.
- III. Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the system.

This restriction shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Conveyancing Act 1919.

For the purpose of this restriction, "the system" means the stormwater pre-treatment system constructed and/or installed on the land as detailed on the plans approved by **Liverpool City Council** as Construction Certificate No. \_\_\_\_\_ on \_\_\_\_\_, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the system(s).

**TERMS OF POSITIVE COVENANT NUMBERED 11. IN THE ABOVEMENTIONED PLAN**

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the stormwater pre-treatment system (hereinafter referred to as "the system") constructed and/or installed on the burdened lot(s), that they will:
  - a) Keep the system clean and free from silt, rubbish and debris.
  - b) Maintain and repair the system at the sole expense of the registered proprietor(s), so that it functions in a safe and efficient manner, in accordance with the manufacturer's recommended requirements.
  - c) For the purpose of ensuring observance of this covenant, permit Liverpool City Council or its authorised agents (hereinafter referred to as "the Council") from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
  - d) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as "the Act") is hereby agreed to be amended accordingly.

Approved by Liverpool City Council .....

Authorised Person

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

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Lengths are in metres

Sheet 8 of 14 Sheets

Plan: **DP1254617**

Plan of Subdivision of Lot 1037 in DP2475  
Covered by Subdivision Certificate

No ..... Of .....

2. Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:

- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.
- (b) The Council may recover from the registered proprietor in a court of competent jurisdiction:
  - I. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
  - II. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges, and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the act or obtaining any injunction pursuant to Section 88H of the Act.

3. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

For the purpose of this covenant, "the system" means the stormwater pre-treatment system constructed and/or installed on the land as detailed on the plans approved by **Liverpool City Council** as Construction Certificate No. \_\_\_\_\_ on \_\_\_\_\_, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the system.

**TERMS OF RESTRICTION NUMBERED 12. IN THE ABOVEMENTIONED PLAN**

No further development of the part of the nominated lot burdened can take place without development consent being obtained from Council. Such approval is likely to require, but not be restricted to, construction of road and drainage works, the provision of lot fill and payment of Section 7.11 Contributions and Special Infrastructure Contributions.

Approved by Liverpool City Council .....

Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED  
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Lengths are in metres

Sheet 9 of 14 Sheets

Plan: **DP1254617**

Plan of Subdivision of Lot 1037 in DP2475  
Covered by Subdivision Certificate

No ..... Of .....

**TERMS OF RESTRICTION NUMBERED 13. IN THE ABOVE MENTIONED PLAN**

1. No residential building or buildings shall be erected on any lot burdened having a total floor area of less than 120 square metres for lots with an area between 375 square metres and 400 square metres, 160 square metres for lots with an area between 401 and 500 square metres inclusive and 200 square metres for lots with an area greater than 500 square metres exclusive of car accommodation, external landings and patios.
2. No garage outbuildings or other structures shall be erected or be permitted to remain on any lot burdened unless erected concurrently with or subsequently to the erection of a residential building.
3. No existing dwelling house or building or part thereof shall be partly or wholly moved to or placed and re-erected upon or re-constructed on or be permitted to remain on any lot burdened.
4. No building or any part thereof shall be erected or be permitted to remain on any lot burdened unless constructed entirely of new materials
5. No building or buildings shall be erected or be permitted to remain erected on any lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or hardiplank or similar product. No building or buildings shall be erected or permitted to remain erected on any lot burdened having a roof other than clay tiles, cement tiles, slate or non reflective surface corrugated iron. All roofing materials shall be black or shades of grey only.
6. No vehicle of any make or kind having a tare weight exceeding 5 tonnes shall be garaged, housed, parked, serviced or mechanical repairs carried out thereon or allowed to remain on any lot burdened except where such vehicles are being used for the delivery of goods or purposes of construction of any improvement on any lot burdened.
7. No fence shall be erected or permitted to remain on any lot hereby burdened unless the fencing is of a timber lapped and/or lapped and capped construction or Colorbond construction provided such Colorbond fence is of Surfmist, Shale Grey, Dune, Basalt or Woodland Grey colour only. No Colorbond fence shall be erected on any street frontage or within the front of the building setback line.
8. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the abovenamed proprietors without the consent of the abovenamed proprietors but such consent shall not be withheld if such fence is erected without expense to the abovenamed proprietors provided that this restriction shall remain in force only during such time as the abovenamed proprietors are the Registered Proprietors of any land and shall bind the adjoining owner of such land successive owners and assigns of each lot burdened.

Approved by Liverpool City Council .....

Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED  
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Lengths are in metres

Sheet 10 of 14 Sheets

Plan: **DP1254617**

Plan of Subdivision of Lot 1037 in DP2475  
Covered by Subdivision Certificate

No ..... Of .....

9. No advertising hoarding signs or matter shall be displayed or erected on any lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of **H.X First Austral Holding Pty Limited** or its successors in title or assigns.
10. No driveway shall be constructed on any lot burdened unless its surface is comprised of faux, stamped or coloured concrete or pavers or as approved by **H.X First Austral Holding Pty Limited** or its assigns AND unless driveway construction is undertaken prior to practical completion of the main building.
11. No dwelling shall be erected or permitted to remain on any lot burdened unless the area between the building line and the front boundary of the lot burdened is turfed.
12. No release variation or modification of these restrictions shall be made unless the cost and expense in all respects is borne by the person or persons requesting same.

**TERMS OF RESTRICTION NUMBERED 14. IN THE ABOVEMENTIONED PLAN**

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

**NAME OF PERSONS OR AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR MODIFY THE TERMS OF THE RESTRICTION NUMBERED 13. IN THE ABOVEMENTIONED PLAN**

H.X FIRST AUSTRAL HOLDING PTY LTD A.C.N 608 678 940

**NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR MODIFY THE TERMS OF THE EASEMENTS NUMBERED 1., 2., 3., & 4., THE RESTRICTIONS NUMBERED 8., 10., 12. & 14. AND THE POSITIVE COVENANT NUMBERED 9. & 11. IN THE ABOVEMENTIONED PLAN**

LIVERPOOL CITY COUNCIL

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

**NAME OF PERSONS OR AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR MODIFY THE EASEMENT NUMBERED 5. AND THE TERMS OF THE RESTRICTIONS NUMBERED 6. & 7. IN THE ABOVEMENTIONED PLAN**

EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 59 253 130 878

Approved by Liverpool City Council .....

Authorised Person

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

---

Lengths are in metres

Sheet 11 of 14 Sheets

Plan: **DP1254617**

Plan of Subdivision of Lot 1037 in DP2475  
Covered by Subdivision Certificate

No ..... Of .....

**SIGNATURES AND SEALS**

Executed on behalf of the corporation named below  
by the authorised persons whose signatures appear  
below pursuant to the authority specified.

Corporation: **H.X First Austral Holding Pty Limited ACN: 608 678 940**

Authority: Section 127 Corporations Act 2001

.....  
Signature of authorised person:

.....  
Signature of authorised person

.....  
Name of authorised person:  
Office held:

.....  
Name of authorised person:  
Office Held:

Approved by Liverpool City Council .....

Authorised Person



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

---

Lengths are in metres

Sheet 12 of 14 Sheets

Plan: **DP1254617**

Plan of Subdivision of Lot 1037 in DP2475  
Covered by Subdivision Certificate

No ..... Of .....

**MORTGAGEE (AK122435):**

DRAFT

Approved by Liverpool City Council .....

Authorised Person

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

---

Lengths are in metres

Sheet 13 of 14 Sheets

Plan: **DP1254617**

Plan of Subdivision of Lot 1037 in DP2475  
Covered by Subdivision Certificate

No ..... Of .....

**LIVERPOOL CITY COUNCIL**

.....  
**Date**

Signed on behalf of **Liverpool City Council** by its authorised delegate pursuant to  
Section 377 of the Local Government Act 1993

.....  
Name: (authorised delegate)

.....  
Position Held: (authorised delegate)

.....  
Signature: (authorised delegate)

I certify that I am an eligible witness and that the delegate signed in my presence

.....  
Name: (eligible witness)

.....  
Address: (eligible witness)

.....  
Signature: (eligible witness)

Approved by Liverpool City Council .....

Authorised Person

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

Lengths are in metres

Sheet 14 of 14 Sheets

Plan: **DP1254617**

Plan of Subdivision of Lot 1037 in DP2475  
Covered by Subdivision Certificate

No ..... Of .....

**EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 59 253 130 878**

I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015* (NSW)

Signature of witness:

Signature of attorney:

\_\_\_\_\_  
Name of witness:

\_\_\_\_\_  
Name and position of attorney:  
Simon Lawton  
Strategic Property Manager

Address of witness:  
c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148

Power of attorney:  
Book 4754 No 482

Signing on behalf of:  
Endeavour Energy Network Asset  
Partnership ABN 30 586 412 717

Endeavour Energy reference:

\_\_\_\_\_  
Date of signature:

Approved by Liverpool City Council .....

Authorised Person

**PLANNING CERTIFICATE UNDER SECTION 10.7  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

**Ref.:** SLV19-0218:78879  
**Ppty:** 43824

**Cert. No.:** 5835

**Applicant:**  
DIRECT SOLICITORS  
SUITE 305, 431 SUSSEX ST  
SYDNEY NSW 2000

**Receipt No.:** 4288713  
**Receipt Amt.:** 53.00  
**Date:** 20-Jun-2019

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 1037 DP 2475

**Street Address:** 165 SIXTH AVENUE, AUSTRAL NSW 2179

*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:

**Not Applicable**

SEPPs\*:

**SEPP No. 33 – Hazardous and Offensive Development  
SEPP No. 50 – Canal Estate Development  
SEPP No. 55 – Remediation of Land  
SEPP No. 62 – Sustainable Aquaculture  
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 No 19 – Bushland in Urban Areas  
SEPP No 21 – Caravan Parks  
SEPP No 30 – Intensive Agriculture  
SEPP No 44 – Koala Habitat Protection  
SEPP (Exempt and Complying Development Codes) 2008  
SEPP No 64 – Advertising and Signage  
SEPP (Affordable Rental Housing) 2009  
SEPP (Sydney Region Growth Centres) 2006  
SEPP (Housing for Seniors or People with a Disability) 2004**

Deemed SEPPs\*:

**SREP No 20 – Hawkesbury – Nepean River (No. 2 – 1997)**

(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 Growth Centre Precincts DCP

## 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.

**R2 Low Density Residential - SEPP (Sydney Region Growth Centres) 2006**

- (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; Business identification signs; Child care centres; Community facilities; Drainage; Dual occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Neighbourhood shops; Places of public worship; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings**

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

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

- (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.

The first column identifies the code(s). The second column describes the extent of the land in which exempt and complying development is permitted 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, Low Rise Medium Density Housing Code, Rural Housing Code and Greenfield Housing Code	All	
Commercial and Industrial (New Buildings and Additions) Code	All	

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
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: 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 section 15 of the Mine Subsidence Compensation Act 1961?

**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 those policies.

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
<b>Landslip hazard</b>	Nil	<b>No</b>
<b>Bushfire hazard</b>	Liverpool DCP 2008	<b>No</b>
	Liverpool Growth Centre Precincts DCP*	<b>No</b>
	Edmondson Park South DCP 2012	<b>No</b>
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	<b>No</b>
	Pleasure Point Bushfire Management Plan	<b>No</b>
<b>Tidal inundation</b>	Nil	<b>No</b>
<b>Subsidence</b>	Nil	<b>No</b>

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
<b>Acid Sulphate Soils</b>	Liverpool LEP 2008	<b>No</b>
	Liverpool DCP 2008	<b>No</b>
<b>Potentially Contaminated Land</b>	Liverpool DCP 2008	<b>No</b>
	Liverpool Growth Centre Precincts DCP*	<b>Yes</b> , see Figure 2-8 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
<b>Potentially Saline Soils</b>	Liverpool DCP 2008	<b>No</b>
	Liverpool Growth Centre Precincts DCP*	<b>Yes</b> , see Figure 2-4 of Schedule 1 of the Liverpool Growth Centres Precinct DCP

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 2014 - Austral and Leppington North Precincts**

### **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)?

**Yes, part/all of the land is bio-diversity certified land**

## **10. Biobanking agreements\***

Is the land subject to a bio-banking agreement under Part 6 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**

Does the land contain a set aside area under section 60ZC of the Local Land Services Act 2013?

**No, Liverpool is excluded from section 60ZC of the Local Land Services Act 2013**

## **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\***

(a) Is there is a current site compatibility certificate (infrastructure), 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. 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

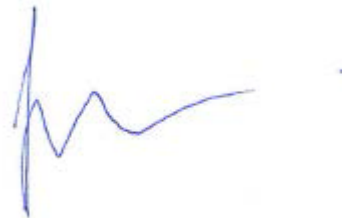
(d) Subject to an ongoing maintenance order within the meaning of that Act?

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.



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

Kiersten Fishburn  
Chief Executive Officer  
Liverpool City Council



Application: 9176979  
Your Ref: 0

23 July 2015

Whom It May Concern

**Property: 165 SIXTH AVE, AUSTRAL 2179  
LOT 1037 DP 2475**

**I refer to your application for a copy of a Sewer Service Diagram in respect of the above property and advise that investigation has revealed that no Sydney Water services are available to service this property.**

The fee paid by you has been applied to defray the cost of searching Sydney Water's records and no refund will be issued.

Yours sincerely

Customer Connections  
Business Customer Services

From ..... Purchasers 'Solicitor

To ..... Vendors 'Solicitor

Date .....

**REQUISITIONS ON TITLE****2005 EDITION**

RE: ..... Purchase from .....

Property: .....

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

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



REQUISITIONS	RESPONSE
<p>(e) if applicable, the Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion.</p> <p>(f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.</p>	
<p>12. Have the provisions of the Local Government Act 1919, or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to buildings, subdivisions, alterations and additions been complied with in relation to the subject land and improvements? Any non-compliance must be advised before settlement.</p>	
<p>13. If any statutory or local authority has a valid claim to money due by the Vendor in respect of the property, such monetary claim or claims should be settled and discharged by the Vendor before completion.</p>	
<p>14. The Purchaser reserves his contractual rights to make a claim on the Vendor before completion as provided in Clauses 6, 7, 11.2 and 14.8.</p>	
<p>15. Has the Vendor or any predecessor in title:-</p> <p>(a) been bankrupt or are there any pending bankruptcy proceedings against the Vendor?</p> <p>(b) entered into any development or other agreement with a statutory or local authority which binds the subject land and which will bind the Purchaser on and from completion?</p> <p>If so, please give details.</p>	
<p>16. Is there any pending litigation in respect of the property?</p>	
<p>17. Is the Vendor aware of any rights to, or restrictions on, access to the property? If so, please give full details.</p>	
<p>18. Is the Vendor aware of any restrictions on the use or development of the land?</p>	
<p>19. Survey should be satisfactory and certify (or report) that:-</p> <p>(a) the whole of the land sold will be available to the Purchasers on completion and</p> <p>(b) there is no encroachment by or upon the subject land and</p> <p>(c) the improvements sold are erected on the subject land.</p>	
<p>20. Has the Vendor been served with any order under Section 124 of the Local Government Act 1993 requiring him to demolish, repair or make structural alterations to a building which is erected on the subject land? If such order has not been complied with, the Vendor should do so before completion, and notify the Purchaser of his compliance.</p>	
<p>21. Has the Vendor or his mortgagee:-</p> <p>(a) a survey report?</p> <p>(b) a building certificate issued under Section 317A or Section 317AE of the Local Government Act 1913?</p> <p>(c) a building certificate issued under Section 149 of the Environmental Planning and Assessment Act 1979, Section 149D?</p> <p>If so, please obtain and forward a copy and ensure that the originals are handed over on completion.</p>	
<p>22. Has the Vendor been served with an order issued by the local Council or a consent authority under Section 121B of the Environmental Planning and Assessment Act 1979? If so, please give details.</p>	
<p>23. Is the land affected by the:-</p> <p>(a) National Parks and Wildlife Act 1974? If so, has the land or any part of it been set aside for conservation purposes? Please give full details.</p> <p>(b) Rural Fires Act 1997? If so, is the land a bushfire hazard or bushfire-prone land? Please give full details.</p> <p>(c) Threatened Species Conservation Act 1995? If so, please give full details.</p> <p>(d) Contaminated Land Management Act 1997? If so, please give full details.</p>	

REQUISITIONS	RESPONSE
(e) Local Government Act 1993, Section 124? If so, please give full details. (f) Noxious Weeds Act 1993? If so, please give full details. (g) Heritage Act 1977? If so, please give full details. (h) Unhealthy Building Land Act 1990? If so, please give full details.	
24 Has the Vendor been served with any notice, order or claim arising under the following statutes:- (a) Family Law Act 1975 (Commonwealth Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Provision Act 1982 (NSW Statute)? (d) Encroachment of Buildings Act 1922 (NSW Statute)? If so, please advise full details.	
25 If the property is sold "off-the-plan":- (a) the Vendor must provide the Purchaser on or before completion with:- (i) an Occupation Certificate (or a copy) issued as required by Section 109M(1) of the Environmental Planning and Assessment Act 1979. (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) Evidence that a final Fire Safety Certificate has been issued for the building (b) Has the Vendor complied fully with the local Council's Conditions of Development Consent in respect of the Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified. (c) The Vendor must comply with Clause 28.2 before completion.	
26 Is the subject land inclosed land within the meaning of the Inclosed Lands Protection Act 1901?	
27 If a Swimming Pool is included in the sale:- (a) was its construction approved by the Local Council? Please furnish a copy of such approval. (b) have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with? (c) the Vendor should assign in writing to the Purchaser the benefit of any current warranties or guarantees in relation to the contract for the construction of the Swimming Pool. Do any such warranties and guarantees exist? (d) all pool chemicals and equipment should be left behind by the Vendors for the Purchasers' use.	
28 If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	
29. Are any of the inclusions specified in the Contract subject to any credit contract, hire-purchase agreement, bill of sale, leasing agreement, lien, charge or otherwise encumbered? If so, the Vendor should satisfy any such liability on or before completion.	

REQUISITIONS	RESPONSE
<p>30. If the Vendor is an executor and/or trustee:-</p> <p>(a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustee's receipt.</p> <p>(b) Alternatively, do you require payment of the amount payable to the Vendors to be made into an Estate bank account?</p> <p>(c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please produce your written authority before settlement.</p> <p>(d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.</p>	
<p>31. In the case of Old System Title land:-</p> <p>(a) The Deeds and documents listed on Annexure "A" to these Requisitions should be produced for our inspection and found satisfactory prior to completion.</p> <p>(b) The Deeds and documents listed on Annexure "B" to these Requisitions relating solely to the subject property should be produced for inspection and found satisfactory and handed over at settlement.</p> <p>(c) As the Vendors will not retain any estate in the lands dealt with by the Deeds listed on Annexure "C" to these Requisitions after conveyance of the subject property to the Purchasers, they should be permanently deposited in the office of the Land and Property Information (NSW), Sydney, in accordance with Section 53(2)(e) of the Conveyancing Act 1919 and a certified copy of the Lodgment receipt furnished at settlement or, a written undertaking to furnish such certified copy handed over at settlement.</p> <p>(d) The Vendor must comply with Clauses 25.2 and 25.8 before completion.</p>	
<p>32. Have any building works been carried out at the property to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide before completion satisfactory evidence that such legislation has been complied with.</p>	
<p>33. If the Transfer (or in the case of Old System Title, the Deed of Conveyance) will be signed under Power of Attorney:-</p> <p>(a) Please produce before completion a copy of the registered Power of Attorney, and</p> <p>(b) Written evidence should be provided at settlement of its non-revocation</p>	
<p>34. Is the subject property situated within an aircraft flight path? If so, on what basis and what curfew applies?</p>	
<p>35. Satisfactory evidence must be produced before completion that any:-</p> <p>(a) improvements erected over the sewer, and/or</p> <p>(b) rainwater downpipes connected to the sewer was authorised or permitted in writing by Sydney Water Corporation or its predecessor.</p>	
<p>36. Is there any encroachment:-</p> <p>(a) onto any adjoining land by any improvements erected on the subject land?</p> <p>(b) by any improvements erected on adjoining land onto the subject land to the Vendor's knowledge? If so, please give details of any such encroachment which should be removed before completion.</p>	
<p>37. Has the Vendor been served with any notice or order relating to fire safety issued under Section 124 of the Local Government Act 1993 which the Vendor has not fully complied with? If so, the Vendor must satisfy the terms of such notice or order before completion.</p>	
<p>38. The Vendor must comply with Clause 4.2.</p>	
<p>39. The Vendor should provide at settlement a direction in accordance with Clause 20.5.</p>	
<p>40. (If applicable) The Vendor must comply with Clauses 13.4.2, D.9 and 13.10 on and before completion.</p>	

#### DISCLAIMER

Although the contents of this form are believed to be correct, sufficient and appropriate at the time of printing, no legal liability is accepted by Australian Law Stationers Pty Ltd, the printer or the draftsman for any error or omission or any other liability that may arise directly or indirectly from the publication and use of this form.

Reply to requisitions on title (Form 825 2005 Edition) as follows:

1. Noted subject to Contract.
2. Noted subject to Contract.
3. Noted subject to Contract.
4. Noted subject to Contract.
5. Not so far as the vendor is aware and the purchaser shall make its own enquiry.
6. (a)-(b) Not so far as the vendor is aware and the purchaser shall make its own enquiry
7. Not so far as the vendor is aware.
8. Except as disclosed in the Contract, not so far as the vendor is aware. However, the purchaser should rely on its own enquiries.
9. Not so far as the vendor is aware.
10. Not so far as the vendor is aware.
11. Not applicable.
12. As far as the vendor is aware.
13. Not so far as the vendor is aware, other than periodic rates and taxes which will be adjusted pursuant to clause 14.
14. Noted subject to Contract.
15. As to the vendor, no. The vendor cannot speak for predecessors in title.
16. Not so far as the vendor is aware.
17. Except as disclosed in the Contract, not so far as the vendor is aware.
18. Except as disclosed in the Contract, not so far as the vendor is aware.
19. The vendor relies on the contract.
20. Not so far as the vendor is aware.
21. (a) – (c) Not so far as the vendor is aware.
22. Not so far as the vendor is aware.
23. (a) – (h) Not so far as the vendor is aware and the purchaser shall make its own enquiries.
24. (a) – (d) Not so far as the vendor is aware.
25. Not applicable.
26. No.
27. Not applicable.
28. Not applicable.
29. No.
30. Not applicable.
31. Not applicable.
32. Not so far as the vendor is aware.
33. Not applicable.
34. The purchaser must make its own enquiries.
35. The vendor relies on the contract and the purchaser shall make its own enquiries.
36. Not so far as the vendor is aware.
37. Not so far as the vendor is aware.
38. Noted subject to the contract.
39. Noted.
40. Not applicable.