

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	OneAgency Alexopoulos Property 1 Suite 1/1 Gregory Hills Drive, Gledswood Hills, NSW 2557	Phone: 0411 320 230
co-agent		
vendor	Leo Blazevic, Vinko Blazevic and Nevenka Blazevic 12 Bewhouse Street, Leppington, NSW 2179	
vendor's solicitor	JT Legal Practice Suite 2 Level 3, 15 Moore Street, Liverpool NSW 2170 PO Box 670, Liverpool NSW 1871	Phone: 02 9602 8883 Email: jnguyen@jtlegalpractice.com Fax: 02 9602 8880 Ref: JN:JN04288
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	13 St Marys Street, West Hoxton, New South Wales 2171 Registered Plan: Lot DP 21 Plan DP 1036793 Folio Identifier DP 21/1036793	
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	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
GST of: \$

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

ChoicesVendor agrees to accept a **deposit-bond** (clause 3)☐ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):

PEXA

Electronic transaction (clause 30)☐ no ☒ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☐ yes**GST:** Taxable supply☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make a *GSTRW payment*
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
 - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
 - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
 - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

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

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

28 Unregistered plan

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

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

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

28.3.1 the purchaser can *rescind*; and

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

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

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

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

29 Conditional contract

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

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

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

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

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

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

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

ADDITIONAL SPECIAL CONDITIONS

The standard clauses of this contract are herein deemed to be amended as follows:-

1. Amended to printed form

- (a) Clause 1 – amend the definition of “Settlement Cheque” and replace with “an unendorsed bank cheque made payable to the person to be paid or, if authorised in writing by the Vendor or the Vendor’s solicitor, some other cheque”;
- (b) Clause 2.2 – the word “normally” was deleted;
- (c) Clause 2.9 – the words “each party” was replaced with the words “the vendor”;
- (d) Clause 7.1.1 – is replaced by “any amount claimed”;
- (e) Clause 7.2.1 – amend the clause by replacing “10%” with “1%”;
- (f) Clause 8.1 – the words “on reasonable grounds” is deleted;
- (g) Clause 16.14 is added
If completion does not occur on the scheduled date and time for completion as a result of the Purchasers breach or default, then the Vendor shall be entitled to recover from the Purchaser any agency fee incurred as a result of the settlement not proceeding to completion. This is not limited to include a vendor agency fee, agency fee of the Vendors discharging bank, and their appointed solicitor or agent’s fee. Such fee shall be allowed as a Purchaser allowance on settlement. This clause shall not merge on completion.
- (h) Clause 16.5 – delete the words “plus another 20% of that fee”;
- (i) Clause 16.8 – delete entirely;
- (j) Clause 16.12 – delete all words after “NSW”;
- (k) Clause 23.9 – delete entirely;
- (l) Clause 23.13 – amend “Vendor” to reflect “Purchaser”;
- (m) Clause 23.14 – delete entirely;
- (n) Clause 31.4 – amend to read “1 day after that service...”.

2. Vendors Agent

The Purchaser hereby indemnifies and agrees that all times for the maximum period permitted by law of indemnity and keep indemnified the vendor and against any claim, commission, charge, expense, action, suit, proceeding, cost or demand whatsoever nature by any real estate agent or employee of such real estate agent (other than the Vendor’s agent herein name) who establishes that the Purchaser was introduced to the vendor or to the property by any agent or employee of him.

3. Present condition and state of repair

The property, together with any appurtenances, thereto, is sold in its present condition and state of repair with all defects, if any, whether latent or patent and subject to any infestation and dilapidation, and the Purchaser shall not make any objection, requisition, claim or be entitled to rescind or terminate this contract in relation to any or all the matters aforesaid.

4. Purchasers finance

It is agreed between the parties herein that Section 124 (i) of the Consumer Credit Administration (NSW) Act 1995 shall not apply to this contract. The Purchaser warrants that they have obtained finance on reasonable terms for the Purchase and agree that they are not entitled to terminate the contract under Section 124 of the said Act.

5. No warranty

The Purchaser agrees that the Vendor makes no warranty or promise that any improvements, additions or structures upon the subject property comply with the provisions of the Local Government Act or the Regulations or any other Acts or Regulations or the Swimming Pools Act 1992, or Regulations. The Vendor made no warranty or promise that any improvement, structure or addition to or upon the land sold is fit for habitation or for any other purpose.

6. Building Certificate

In the event that the Purchaser applies to the Local Council for a Building Certificate, any work required to be carried out in order to bring the property to a standard acceptable to the said Council shall be carried out by the Purchaser at the Purchaser's expense. The Purchaser cannot require the Vendor to comply with any work any legislation or remedy any reason for council's refusal to issue a certificate pursuant to the Purchaser's application for building certificate.

7. Release of Deposit

- (a) The Purchaser agrees and acknowledge that by their execution of this contract they irrevocably authorise the vendors agent/deposit holder to release to the vendor such part of the deposit monies as the vendor shall require to use for the purpose of:
- i. the purchase of another property; or

- ii. the stamp duty and/or disbursements related to the purchase of another property.
- (b) The purchaser acknowledges that the selling agent is not required to obtain the written consent of the purchase to release the deposit to the vendor.

8. Adjustments and Liabilities

- (a) The vendor will not be obliged to remove any charge on the property from any rate, tax (including land tax) or outgoing, until the completion date;
- (b) If land tax has not been assessed as at the date of completion the purchaser will accept an undertaking by the vendor to provide a clear land tax certificate within fourteen (14) days from the date it is assessed.
- (c) The vendor will not be deemed to be unable to complete this contract by reason of the existence of any charge on the property for any rate, tax (including land tax) or outgoing;
- (d) The vendor will be entitled to serve a notice to complete or any other notice on the purchaser notwithstanding the existence of any charge on the property for any rate, tax (including land tax) or outgoing.

9. Completion

- (a) It is expressly agreed between the parties that in circumstances justifying the issue of a Notice to complete fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose. It is further agreed between the parties that in circumstances justifying the issue of a Notice to Complete by the Vendor, in addition to the balance of the price, the Purchaser shall pay to the Vendor the sum of three hundred and fifty dollars (\$350.00) as the agreed reasonable legal expenses incurred by the vendor as a result of having to issue such Notice to Complete.
- (b) In the event that the Purchaser cancels or fails to turn up to settlement without giving the Vendor one (1) clear business day notice, the Purchaser must pay to the Vendor's settlement agent \$110.00 plus any expenses in respect of the cancellation and including the Vendor's mortgagee's cancellation fee and interest.

10. Interest

- (a) If the Purchaser fails to complete the purchase by the time and date stipulated for completion of this contract the Purchaser must pay to the Vendor on completion; in addition to the balance of the price, interest on the balance calculated at the rate of twelve per centum (12%) per annum computed from the date stipulated for completion in this contract to the date on which completion takes place.
- (b) Payment of interest in accordance with this clause is an essential term of this contract.

- (c) The clause does not apply if the failure of the Purchaser to complete on this date stipulated for completion is caused solely by the vendor.

11. Death, mental illness and bankruptcy

If at any time prior to completion the Vendor or Purchaser (or any of them) dies or become mentally ill or being a company is wound up or go into liquidation then either party may at any time thereafter rescind by notice in writing served on the other party.

12. Suitability

The Purchaser cannot make any claim, objection, requisition, rescind or terminate the contract in respect of the suitability of lack of suitability of the property for any particular purpose.

13. Particulars of Title

The Purchaser acknowledges that particular of title sufficient to enable the Purchaser to prepare the Transfer are contained in this Contract and are deemed to be served on the Purchaser on the date of making this Contract.

14. Requisitions on Title

The Purchaser acknowledges that the only form of general Requisitions on Title that the Purchaser shall be entitled to raise pursuant to clause 5 shall be in the form of Requisitions on Title annexed to this Contract.

15. Part deposit paid

The purchaser agrees and acknowledges that if any circumstances arise under this Contract whereby the Purchaser forfeits the deposit, the amount to be forfeited by the Purchaser will be ten per cent (10%) of the sale price notwithstanding that the Vendor had agreed to accept an amount less than ten per cent (10%) of the sale price as deposit to be paid by the Purchaser on exchange of Contracts.

16. GST

The Vendor and Purchaser acknowledge and agree that the purchase price payable by the Purchaser to the Vendor as stated on the front page of this Contract does not include any amount payable pursuant to the New

Tax System (Goods Services Tax) Act 1999, the New Tax System (Goods Services Tax Transition) Act 1999 or any cognate Legislation (the GST Legislation).

- (a) If any amount of ours become payable pursuant to the GST Legislation then on completion, the Purchaser shall pay the amount of GST Legislation then on completion, the Purchaser shall pay the amount of GST to the Vendor, being the amount of ten percent (10%) of the purchase price.
- (b) The Purchaser acknowledges that this Special Condition is an essential term of the Contract.

17. Corporation as a purchaser

- (a) In any event the Purchaser is a company , the Vendor may rescind this contract by notice in writing to the Purchaser's solicitor and clause 19 applies if prior to completion the Purchaser:
 - i. Resolves to enter into liquidation or provisional liquidation.
 - ii. Has a summons presented for its winding up
 - iii. Enters into any scheme or arrangement with its creditor under Part 5.1 of the Corporation Law;
 - or
 - iv. Has any liquidator, provisional liquidator, receiver or official manager appointed.
- (b) Each of the persons in whose presence the common seal of the Purchaser purports to have been so affixed, will be personally liable under this agreement, both jointly and or severally, as if they had been named in this contract as purchasers.

18. Deed of guarantee

In the event the Purchaser is a company, as a condition of sale on the date of this Contract, the Purchaser must provide to the Vendor a sealed Deed of Guarantee in a form satisfactory to the vendor.

19. Survey

If a survey certificate is attached, the Vendor does not warrant the accuracy and validity of such survey. The Purchaser shall make no objection, requisition or claim for compensation or damages in respect to such survey in relation to:

- (a) The fact that any building presently erected on the subject land may not comply in any way with the Local Government Act 1919 as amended or the Ordinances there under; or
- (b) The fact that the whole or any part of the building may encroach upon any land other than the subject land or the fact that any other building or structure may encroach upon the subject land.

20. Purchasers acknowledgement

The Purchaser acknowledges that he has not been induced to enter into this Contract by any statement, representation or warranty made or given by or on behalf of the Vendor and has thoroughly inspected the premises being purchased and shall not raise any requisition, objection or claim for compensation in respect thereof.

The Purchaser agrees to pay the Vendor a sum of \$99.00 (including GST) on settlement by way of Purchaser allowance for each extension of the cooling off period requested by the Purchaser and granted by the Vendor. The Purchaser expressly acknowledges that this payment represents the vendors additional legal fees incurred as a result of the purchaser's failure to "cool off" within the agreed time for the contract to become unconditional.

21. Serving the transfer

The purchaser expressly acknowledges that Clause 4 hereof provides that the Memorandum of Transfer shall be forwarded to the vendor within a certain time period.

- (a) In the event that the purchaser fails to deliver the Transfer to the vendor's solicitor on or before ten (10) days before the due date of completion, the purchaser agrees to pay to the vendor by way of an adjustment, the sum of \$100.00 towards the cost of arranging execution of such Transfer on short notice.
- (b) The purchaser acknowledges that payment of such sum is an essential term of the contract.

22. Sewer diagram

- (a) The Purchaser acknowledges that the Purchaser has inspected the sewer mains diagram attached to the Contract and acknowledges that this is all that is available from a recognised sewerage authority.
- (b) The Purchaser must satisfy itself regarding all aspects of the diagram and must make no objection, requisition or claim for compensation or seek to delay completion or rescind or terminate this Contract because of anything arising either directly or indirectly from the same.
- (c) The Purchaser acknowledges that no warranty or representation is made by the Vendor as to the completeness or accuracy of such diagram, and the accuracy or completeness of the same is not a condition of this Agreement.

23. Special levies

In the event that the subject property is a strata complex, the Vendor and Purchaser agree that if there are or have been special levies or contributions which are not regular contributions levied, the Purchaser acknowledges that the Vendor will only be liable for such unpaid special levies up to the Contract date and the Purchaser is liable for any special levies after the Contract date.

24. Vacant Possession/Tenancy

- (a) In the event that the subject property is sold subject to Vacant Possession and the Vendor/Tenant is currently residing in the subject property, the Purchaser agrees to give the Vendor/Tenant an extra 21 days after the completion date to vacate and or settle if the vendor/tenant requires due to:
- i. The vendor/tenant needing more time to find and relocate to another property;
 - ii. The vendor purchasing a property and the settlement for their purchase is scheduled at a later date;
 - iii. The vendor requires a simultaneous settlement with a purchase of a property at a future date;
- (b) The purchaser agrees and acknowledges that a Notice to Complete cannot be served on the Vendor or Vendor's solicitor before the expiring date of the 21 days.
- (b) In the event that the subject property is sold subject to Vacant Possession and that there is currently a residential tenancy agreement annexed to the Contract, the Purchaser agrees and acknowledges the followings-
- i. At the Purchaser's request, the agent or the Vendor's Solicitor will only give notice to the tenants after the expiry of the cooling off period and that the agreed amount of the deposit money has been paid to the agent or the Vendor's trust account;
 - ii. The tenants will be given at least 35 days to vacate the subject property after the expiry of the cooling off period;
 - iii. The Purchaser or the Purchaser's Solicitor cannot serve the Vendor with a Notice to Complete on or before the expiry date of the Notice to the tenants.

25. Service and communication

In addition to the methods provided in Standard Clause Condition 20.6, service of any notice under or relating to this Contract may be effected and shall be sufficient service on a party and the party's solicitor if transmitted by facsimile transmission. A transmission after 5:00pm on any business day shall be deemed to have been received on the next business day at 9:30am.

26. Adjustments

The parties agree to adjust the usual outgoings and all amounts pursuant to this Contract on completion but if any amount is incorrectly adjusted or an error is made in such calculation at settlement by either party, the parties agree to rectify the error within 14 days of receipt of evidence of the error and a request for readjustment being made. This clause shall not merge on completion.

27. Cooling off period subject to section 66S of the Conveyancing Act

In the event that this Contract is exchanged subject to the provisions of Section 66S of the Conveyancing Act 1919, the vendor retains the right to extend the completion date by the amount of days or any part thereof, which have expired under the cooling off period, or elect to retain the completion date as is incorporated in the Contract. This condition is an essential term of this contract, and is not negotiable. The vendor will make an election with respect to this clause in writing within seven (7) days of the Completion Date.

28. Inconsistency

The terms of the printed Contract, to which these Special Conditions are annexed, shall be Read that should a conflict arise between these additional conditions and the printed contract, then these additional Special Conditions shall prevail. The parties agree that should any provision be held contrary to the law, void or unenforceable, then the provision shall be severed from this Contract, and all remaining provisions shall remain enforceable.

29. Settlement location

Completion of this Contract shall take place at such a venue that the Vendors Solicitor nominates. If the Purchaser requests the Vendor to complete the Contract at a location other than that nominated by the Vendors Solicitor, the Purchaser shall pay to the Vendors Solicitor a Completion Fee of One Hundred and Ten Dollars (\$110.00) inclusive of GST, to be adjusted at settlement. This clause does not merge on completion.

30. Foreign resident capital gains withholding payments

- a) This **clause 30** applies if the price is equal to or greater than \$750,000.
- b) In this **clause 30** terms have the following meanings:

- i. Clearance Certificate means a certificate in respect of the vendor given by the Commissioner under section 14-220 of Schedule 1 of the TA Act;
 - ii. Commissioner has the meaning given to that term in the TA Act;
 - iii. Variation means a variation made by the Commission under section 14-325(2) of Schedule 1 of the TA Act;
 - iv. TA Act means the *Taxation Administration Act 1953* (Cth); and
 - v. Withholding Amount means the amount that the purchaser is required to pay the commissioner under section 14-220(3) of Schedule 1 of the TA Act.
- c) The vendor may serve a Clearance Certificate or a Variation.
- d) If the vendor serves a Clearance Certificate no later than 2 business days before the date for completion then the purchaser must not on completion retain or withhold any amount of the price for the purposes of Subdivision 14-D of Schedule 1 of the TA Act.
- e) If the vendor serves a Variation no later than 2 business days before the date for completion then the purchaser must not on completion retain or withhold any amount of the price for the purposes of Subdivision 14-D of Schedule 1 of the TA Act.
- f) If the vendor does not serve a Clearance Certificate under **clause 30(d)** then the purchaser must:
 - i. Serve evidence of a purchaser payment notification to the Australia Taxation Office within 5 business days after completion;
 - ii. At completion, produce a settlement cheque in favour of the Commissioner for the Withholding Amount; and
 - iii. Immediately following completion deliver that settlement cheque to the Commissioner; and
 - iv. Serve evidence of receipt by the Commissioner of payment of the Withholding Amount within 5 business days after completion.
- g) This **clause 30** does not merge on completion.

From *Purchasers Solicitor*To *Vendors Solicitor*

Date:

REQUISITIONS ON TITLE**2008 EDITION**

RE: Purchase From

Property

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

REQUISITIONS	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.2, 16.3, 16.5, 16.8 and 17.1.	
2. The Vendor must comply before completion with Clause 16.12.	
3. Rates and Taxes must be adjusted in accordance with Clause 14 and the Vendor must comply with Clause 16.6.	
4. The Vendor must before completion comply with any work order in accordance with Clauses 11.1 and 14.8.	
5. Has any claim been made on the Vendor to contribute to the cost of the boundary fences or is the Vendor aware of any such claim being made? If so, the Vendor should satisfy such claim before completion and produce receipt on or before completion.	
6. Is the Vendor aware of:- (a) any unregistered easements such as a right of way which affect the property? If so, please give full details. (b) the breach of any covenant noted on the title? If so, such breach must be remedied before completion.	
7. Has the Vendor received any notification from the Roads and Traffic Authority or local Council that the land or part of it is to be realigned, widened, altered or resumed? If so, please give full details.	
8. Is there any outstanding notification, claim or requirement of:- (a) a statutory or local authority, or (b) an adjoining owner which affects the property or any part of it? Any such notice, claim or requirement issued before contracts were exchanged must be complied with by the Vendor before completion.	
9. Is there any permissive occupancy of any part of the property or is any 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. (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	

REQUISITIONS	RESPONSE
<p>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. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registerable forms to remove them, properly executed, must be tendered at completion.</p>	
<p>17. Is there any pending litigation in respect of the property?</p>	
<p>18. Is the Vendor aware of any rights to, or restrictions on, access to the property? If so, please give full details.</p>	
<p>19. Is the Vendor aware of any restrictions on the use or development of the land?</p>	
<p>20. 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>21. Has the Vendor been served with any order under Section 124 of the Local Government Act 1993 requiring him to demolish, repair or make structural alterations to a building which is erected on the subject land? If such order has not been complied with, the Vendor should do so before completion, and notify the Purchaser of his compliance.</p>	
<p>22. 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>23. 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>24. 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> <p>(e) Local Government Act 1993, Section 124? If so, please give full details.</p> <p>(f) Noxious Weeds Act 1993? If so, please give full details.</p>	

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

REQUISITIONS	RESPONSE
<p>produce your written authority before settlement.</p> <p>(d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.</p>	
<p>32. 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 Lodgement 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>33. Have any building works been carried out at the property to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide before completion satisfactory evidence that such legislation has been complied with.</p>	
<p>34. 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>35. Is the subject property situated within an aircraft flight path? If so, on what basis and what curfew applies?</p>	
<p>36. 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 water was authorised or permitted in writing by Sydney Water Corporation or its predecessor.</p>	
<p>37. 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 Vendors knowledge? If so, please give details of any such encroachment which should be removed before completion.</p>	
<p>38. Has the Vendor been served with any notice or order relating to fire safety issued under Section 124 of the Local Government Act 1993 which the Vendor has not fully complied with? If so, the Vendor must satisfy the terms of such notice or order before completion.</p>	
<p>39. The Vendor must comply with Clause 4.2.</p>	
<p>40. The Vendor should provide at settlement a direction in accordance with Clause 20.5.</p>	
<p>41. (If applicable) The Vendor must comply with Clauses 13.4.2, 13.9 and 13.10 on and before completion.</p>	

DISCLAIMER

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Solicitor for Vendor



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 21/1036793

SEARCH DATE	TIME	EDITION NO	DATE
1/9/2020	3:35 PM	6	3/9/2018

LAND

LOT 21 IN DEPOSITED PLAN 1036793
AT WEST HOXTON
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1036793

FIRST SCHEDULE

VINKO BLAZEVIC
IN 40/100 SHARE
NAVENKA BLAZEVIC
IN 40/100 SHARE
LEO BLAZEVIC
IN 20/100 SHARE
AS TENANTS IN COMMON (T AN678253)

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1010020 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1010020 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S. 88B INSTRUMENT
- 4 DP1010020 RIGHT OF ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1022157 EASEMENT FOR SERVICES 6 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1022157 RIGHT OF CARRIAGEWAY 6 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1036793 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1036793 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1036793 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 2 IN THE S.88B INSTRUMENT
- 10 AN678254 MORTGAGE TO PEPPER FINANCE CORPORATION LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

glsjtl

PRINTED ON 1/9/2020

PLAN FORM 2

SIGNATURES AND SEALS ONLY

Anna Sullivan
Robert Oliver

STATE BANK OF NEW SOUTH WALES LIMITED (A.C.N. 003 863 228)
being a mortgagee of the land within described hereby consents to
this

Signed in my presence by
State Bank of New South Wales
LIMITED by its Attorney pursuant to
power of attorney book 454/4 number
335 and I declare that I have no
notice of the revocation of the said
power of attorney
(Full name of Attorney - block
letters) who is personally known to
me
Anna Sullivan
Witness
The Registrar-General
NSW

Subdivision Certificate

I certify that the provisions of s.108(1) of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed

SUBDIVISION set out herein

(insert subdivision or new road)

* Authorised Person/ *Anna Sullivan*

Consent Authority *LIVERPOOL CITY COUNCIL*

Date of Endorsement *22-3-2000*

Accreditation no. *69*

Subdivision Certificate no. *69*

File no. *644199*

Note:
When the plan is to be lodged electronically in the Land Titles Office it should include a signature in an electronic or digital format approved by the Registrar - General.

* Delete what is inapplicable

Crown Lands Office Approval

PLAN APPROVED

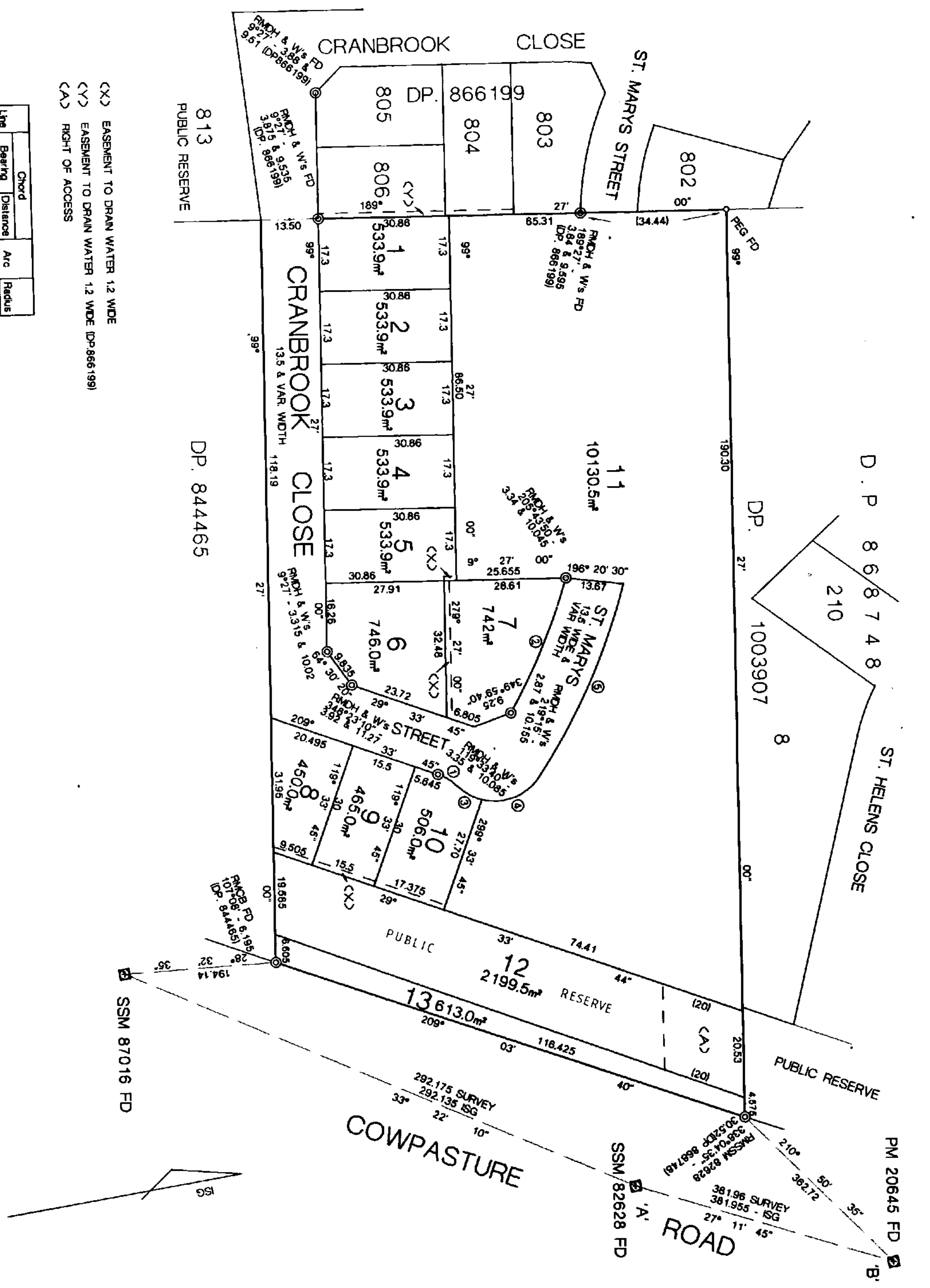
Land District

Paper No.

Field Book

Subdivision Certificate

SURETOR'S REFERENCE: 8084 "CHECK LIST" ORIGINAL PLAN SIGNED IN BLUE INK



CHORD

Line	Bearing	Distance	Arc	Radius
1	42°06'30"	5.425	5.47	12.5
2	122°29'20"	34.49	34.57	146.5
3	219°28'10"	8.53	8.805	12.5
4	168°35'55"	14.805	15.6	12.5
5	123°53'20"	49.83	50.035	180

COMBINED SCALE FACTOR 0.99994

SURVEY PRACTICE REGULATION 1996 CLAUSE 32(2).

MARK	ISG CO-ORDINATES EASTING	ISG CO-ORDINATES NORTHING	ZONE	ACC.
PM 20645	285718.529	1244082.356	561	H3
SSM82628	285543.963	1243742.625	561	H4
SSM87016	285383.279	1243498.651	561	H4

SOURCE: ISG CO-ORDINATES ADOPTED FROM N.S.W. LANDS DEPARTMENT AS AT 10/1/2000

(CX) EASEMENT TO DRAIN WATER 1.2 WIDE
(CY) EASEMENT TO DRAIN WATER 1.2 WIDE (DP-866199)
(CA) RIGHT OF ACCESS

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SIGNATURE AND SEALS ONLY.

Signed by Carmine Carozzi
as Attorney for Frances
Rapid Pursuant to
Power of Attorney Reg.
Book 4253 No 9140

Crown Lands Office Approval

PLAN APPROVED
and District
User No.
Field Book
pages

Subdivision Certificate

certify that the provisions of s.109J of the Environmental
Planning and Assessment Act 1979 have been satisfied in
relation to the proposed

Subdivision

Insert subdivision or new road? set out herein

Local Authority: LIVERPOOL CITY COUNCIL

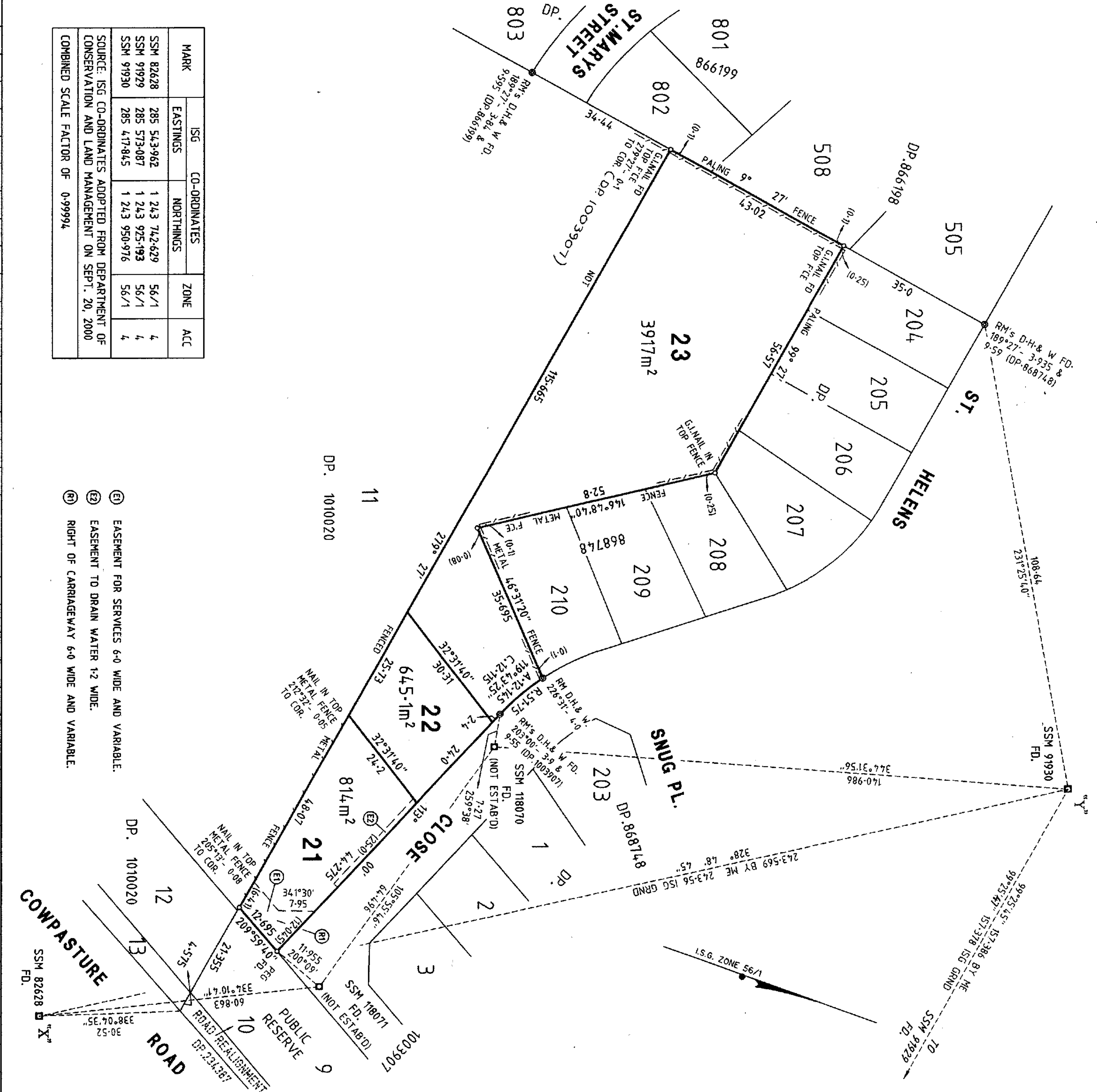
Date of Endorsement: 22-2-2001

Subdivision Certificate No: 44

File No: 4091/00

When the plan is to be lodged electronically in the Land Titles
Office, it should include a signature in an electronic or digital
format approved by the Registrar-General.

Plan Drawing only to appear in this space



DP1022157

Registered: 15.5.2001

SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: UB237-24

Last Plan: DP.1003907

PLAN OF SUBDIVISION OF
LOT 8 DP.1003907

LGA LIVERPOOL

Locality: WEST HOXTON

Parish: CABRAMATTA

County: CUMBERLAND

This is Sheet 1 of my plan in
(delete if inapplicable)

ROBERT STEVEN CANCER
of P.O. BOX 3070, LIVERPOOL, WESTFIELD, 2170
a surveyor registered under the Surveyors Act 1929, hereby
certify that the survey represented on this plan is correct,
has been conducted in accordance with the Surveyors Practice Regulation
1996 and was completed on 20/10/2000

Signature: [Signature]
Deputy: [Signature]
Zone: Suburban/General
Plans used in preparation of survey/compilation:
DP.866199, DP.868748, DP.1003907

PANEL FOR USE ONLY for statements of intention
to dedicate public roads or to create public reserves,
drainage reserves, easements, restrictions on the use
of land or positive covenants.

- PURSUANT TO SECTION 88B, OF THE
CONVEYANCING ACT 1919, IT IS INTENDED
TO CREATE:-
- 1) EASEMENT FOR SERVICES 6.0 WIDE
AND VARIABLE.
 - 2) EASEMENT TO DRAIN WATER 1.2 WIDE.
 - 3) RIGHT OF CARRIAGEWAY 6.0 WIDE
AND VARIABLE.
 - 4) RESTRICTION ON THE USE OF LAND.
 - 5) RESTRICTION ON THE USE OF LAND.
 - 6) RESTRICTION ON THE USE OF LAND.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 1 of 4 Sheets)

DP1010020

Subdivision of Lot 1 in Deposited Plan
615063 covered by Subdivision
Certificate No. 69 dated 22-3-2000

Full name and address of
the proprietor of the land:

Marko, Senka & Robert Bilaver all of
12 Rawson Road, Fairfield West.

PART 1

1. Identity of Easement,
Restriction on Use or
Positive Covenant firstly
referred to in the above-
mentioned Plan:

Easement to Drain Water 1.2 Wide

Schedule of Lots, etc. affected

Lots burdened

Lots, Name of Road or Authority
benefited.

10
9
8
5
7

11
10, 11
9, 10, 11
11
5, 11

2. Identity of Easement,
Restriction on Use or
Positive Covenant secondly
referred to in the above-
mentioned Plan:

Restriction on Use of Land

Schedule of Lots, etc. affected

Lots burdened

Lots, Name of Road or Authority
benefited.

8
9
10

Liverpool Council
Liverpool Council
Liverpool Council

3. Identity of Easement,
Restriction on Use or
Positive Covenant thirdly
referred to in the above-
mentioned Plan:

Restriction on Use of Land

Schedule of Lots, etc. affected

Lots burdened

Lots, Name of Road or Authority
benefited.

Each and every Lot
except Lot 11

Each and every other Lot
except Lot 11

M.B.
V. B. A.B.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 2 of 4 Sheets)

DP1010020

Subdivision of Lot 1 in Deposited Plan
615063 covered by Subdivision
Certificate No. 69 dated 22-3-2000

PART 1

4. Identity of Easement,
Restriction on Use or
Positive Covenant fourthly
referred to in the above-
mentioned Plan:

Restriction on the Use of Land

Schedule of Lots, etc. affected

Lots burdened

Lots, Name of Road or Authority
benefited.

Each and every Lot

Each and every other Lot

5. Identity of Easement,
Restriction on Use or
Positive Covenant fifthly
referred to in the above-
mentioned Plan:

Right of Access

Schedule of Lots, etc. affected

Lots burdened

Lots, Name of Road or Authority
benefited.

12

11

PART 2

1. TERMS OF RESTRICTION ON THE USE OF LAND SECONDLY REFERRED TO IN
THE ABOVEMENTIONED PLAN:

- (a) The land hereby burdened is denied access to or from
Cowpasture Road
- (b) fencing erected along the Cowpasture Road boundary is to be
in accordance with approved engineering plans (if fencing
is not constructed prior to release of final plan of
subdivision). (DA 944/99)
- (c) such fencing shall not be removed, damaged, destroyed or
permitted to fall into disrepair, and
- (d) fencing is not to be erected other than that approved prior
to release of final plan of subdivision.

2. TERMS OF RESTRICTION ON THE USE OF LAND THIRDLY REFERRED TO IN
THE ABOVEMENTIONED PLAN:

- (a) No main building shall be erected on any lot hereby
burdened with an internal floor area of less than 130
square metres.

M. B. S. B.
R. B.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 3 of 4 Sheets)

DP1010020

Subdivision of Lot 1 in Deposited Plan
615063 covered by Subdivision
Certificate No. 69 dated 22-3-2000

PART 2

(b) No walls of any such building shall be of any material other than brick, stone, glass, timber, fibrous cement or any combination of the same provided that timber and fibrous cement shall not be used in external walls except as infill panels in conjunction with all or any of the other materials in this clause referred to and the proportions of timber and fibrous cement so used in relation to the total external wall area shall not exceed 25% thereof provided that nothing herein contained shall preclude or prohibit a building having the inner frame area of its external walls constructed of timber or metal or other materials with an external brick face of veneer.

3. TERMS OF RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN
THE ABOVEMENTIONED PLAN:

No fence shall be erected on any of the lots hereby burdened to divide the same from the adjoining land owned by or partly owned by Marko Bilaver without the consent of Marko Bilaver but such consent shall not be withheld if the fence shall be erected without expense to Marko, Senka and Robert Bilaver and in favour of any person dealing with a transferee of any of the said lots hereby burdened such consent as aforesaid shall be deemed to have been given in respect of any fence for the time being erected.

NAME OF PERSON EMPOWERED TO RELEASE VARY OR MODIFY RESTRICTION
ON USE OF LAND THIRDLY AND FOURTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN:

Marko Bilaver of 12 Rawson Road, Fairfield West for such time he remains the registered proprietor of any Lot in the Plan of Subdivision benefited by the said Restriction on the Use of Land and thereafter by the person or persons in whom the legal estate in fee simple in any such Lot is for the time being vested provided that any such release variation or modification shall if approved be made and done in all respects at the cost and expense of the person requesting such release variation or modification.

4. TERMS OF RIGHT OF ACCESS FIFTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN:

As set out in schedule 8 of the Conveyancing Act 1919 as amended, until such time as alternative access is available to the existing residence on Lot 11 via Lot 8 on Deposited Plan 1003907 from St. Helens Close.

M.B
S.B
R.B

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 4 of 4 Sheets)

DP1010020

Subdivision of Lot 1 in Deposited Plan
615063 covered by Subdivision
Certificate No. 69 dated 22-3-2000

PART 2

SIGNED by the said MARKO BILAVER)
who is personally known to me:)

Marko Bilaver

M. Bilaver

DECCA JP RWBA DERBAS
c/o JENNIE CARBONE AN ALLEGED
SMART STREET - FAIRFIELD

SIGNED by the said SENKA BILAVER)
who is personally known to me:)

Senka Bilaver

S. Bilaver

DECCA JP RWBA DERBAS

SIGNED by the said ROBERT BILAVER)
who is personally known to me:)

Robert Bilaver

R. Bilaver

DECCA JP RWBA DERBAS

Inspected and identified for the
Liverpool City Council:

E.R. Bony
Authorised Person

STATE BANK OF NEW SOUTH WALES LIMITED (A.C.N. 003 963 228)
being a mortgagee of the land within described hereby consents to
this SUBDIVISION

Signed in my presence by STATE BANK OF NEW SOUTH WALES
State Bank of New South Wales LIMITED by its Attorney pursuant to
Limited by its Attorney power of attorney book 4044 number
MILVA SPERANZA 10335 and I declare that I have no
(Full name of Attorney - block notice of the revocation of the said
letters) who is personally known to power of attorney.

Anna Nguyen
Witness
ANNA NGUYEN

Milva Speranza
Signature

Title MANAGER, GROUP
ASSET MANAGEMENT

REGISTERED  12.4.2000

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTION ON THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 1 of 6 sheets)

DP1022157

Subdivision of Lot 8 in DP1003907
covered by Council Clerk's Certificate
No. **44** of **22-3-2001**

PART 1

Full Name and Address of
Registered Proprietor of the Land:

Franca Maria Rapiti
10 George Street
LIVERPOOL NSW 2170

1. Identity of Easement firstly referred
to in the abovementioned plan:

Easement for Services 6.0 wide and variable

Schedule of lots affected

Lots burdened

Lots benefited

21

Lot 11 DP1010020

2. Identity of Easement secondly referred
to in the abovementioned plan:

Easement to drain water 1.2 wide

Schedule of lots affected

Lots burdened

Lots benefited

21

22

3. Identity of Easement thirdly referred
to in the abovementioned plan:

Right of Carriageway 6.0 wide and variable

Schedule of lots affected

Lots burdened

Lots benefited

21

Lot 11 DP1010020

Carmine Carozzi S.P.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTION ON THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 2 of 6 sheets)

DP1022157

Subdivision of Lot 8 in DP1003907
covered by Council Clerk's Certificate
No. **44** of **22-3-2001**

PART 1

4. Identity of Restriction fourthly referred
to in abovementioned plan:

Restriction on the Use of Land

Schedule of lots affected

Lots burdened

Authority benefited

Each lot

Liverpool City Council

5. Identity of Restriction fifthly referred
to in abovementioned plan:

Restriction on the Use of Land

Schedule of lots affected

Lots burdened

Lots benefited

Each lot

Every other lot

6. Identity of Restriction sixthly referred
to in abovementioned plan:

Restriction on the Use of Land

Schedule of lots affected

Lots burdened

Authority benefited

Lot 21

Liverpool City Council

Caroline Cawozzi J.P.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTION ON THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 3 of 6 sheets)

DP1022157

Subdivision of Lot 8 in DP1003907

covered by Council Clerk's Certificate 44 of 22-3-2001

PART 2

Terms of Restriction fourthly referred to in the abovementioned plan:

No building shall be erected on the land hereby burdened unless the footings or raft slab or both of them (as the case may be) has been designed in accordance with the Australian Standard AS2870-1988 "Residential Slabs and Footings" and such design has been approved by the Council of Liverpool.

Terms of Restriction fifthly referred to in the abovementioned plan:

- (a) No main building shall be erected or permitted to be used on any lot otherwise than as a dwelling house provided that this restriction shall not prevent the use of any such building for the purpose of the conduct of a professional practice with the consent of Liverpool City Council.
- (b) No building shall be erected on any lot in the plan with the external walls of material other than brick, stone, concrete, glass, fibrous cement, aluminium or timber or any combination of the same provided that:
 - (i) timber, fibrous cement and aluminium shall not be used in an external wall except as infill panels, for gable ends or doors or window frames and in conjunction with one or more of the other materials referred to and further provided that the combination of timber, fibrous cement and aluminium where so used shall not exceed more than 20% of the external walls of any building;
 - (ii) nothing in this covenant shall preclude or prohibit a building having the inner framework of its external walls constructed of timber or other material with external brick face.
- (c) No building shall be erected on the land hereby burdened with a roof of other than tiles or painted metal material provided that where the roof is constructed of metal roofing material it shall:
 - (i) have a similar pitch to the tile roof for buildings of a similar size and floor area;
 - (ii) be of a non-reflective colour;
 - (iii) shall not be white or silver in colour.
- (d) No garage or outbuilding shall be erected on the land unless erected concurrently with or after the erection of the main building.

Carmine Lanzetta J.P.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTION ON THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 4 of 6 sheets)

DP1022157

Subdivision of Lot 8 in DP1003907
covered by Council Clerk's Certificate
No. **44** of **22-3-2001**

PART 2

Terms of Restriction fifthly referred to in the abovementioned plan (cont.):

- (e) No privy shall be erected on any lot in a conspicuous place or position and if same is visible from the road or other lots in the subdivision it shall be screened.
- (f) No fence shall be erected on any lot in the plan to divide it from any adjoining lot owned or partly owned by any relevant owner without the consent of such relevant owner but such consent shall not be withheld if such fence is erected without expense to such relevant owner provided that this restriction shall remain in force only during such time as any of the relevant owners are the registered proprietor of any lot in the plan or any lot immediately adjoining the land in the plan whichever is the later.
- (g) No dividing or boundary fence or wall shall be erected closer to the front boundary of a lot than the building line fixed by the Liverpool City Council.
- (h) No trucks or vehicles of any description exceeding 3 tons shall be garaged within the boundary of any of the lots in the plan.
- (i) No earth, clay, stone, gravel, soil or sand may be excavated, carried away, removed or permitted to be excavated, carried away or removed from any lot except so far as may be necessary for the erection of any permissible building or swimming pool on the lot or for any purpose incidental or ancillary thereto.
- (j) No caravan, mobile home or other movable or transportable dwelling shall be parked or stored on the lot unless it be parked or stored behind the front building alignment of the main dwelling erected on the lot.
- (k) Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- (l) In these restrictions on use "relevant owners" shall mean Franca Maria Rapiti, Enzo Rapiti, Daniel Rapiti, Denis Rapiti their successors, nominees or assigns other than purchasers on sale.

"The plan" shall mean the plan of subdivision to which this instrument relates and upon registration of which these restrictions are created.

Caroline Greig J.P.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTION ON THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 5 of 6 sheets)

DP1022157

Subdivision of Lot 8 in DP1003907
covered by Council Clerk's Certificate
No. **44** of **22-3-2001**

PART 2

Terms of Restriction sixthly referred to in the abovementioned plan:

No dwelling shall be erected on the land hereby burdened unless it complies with A.S. 2107-1987, recommended design sound levels for residential buildings in outer suburbs. The design of the acoustic measures are to be certified by an Acoustics Engineer.

Name of Authority empowered to release, vary or modify the Easements firstly, secondly and thirdly and Restrictions fourthly and sixthly referred to in the abovementioned plan:

THE COUNCIL OF THE CITY OF LIVERPOOL. The cost and expense of any such release, variation or modification shall be borne by the persons or corporation requesting the same in all respects.

Name of person empowered to release, vary or modify the Restriction fifthly referred to in the abovementioned plan:

Franca Maria Rapiti for such period as any of the relevant owners are the registered proprietors of any lot in the plan or any land immediately adjoining the land in the plan whichever is the later. Such right may be exercised by Franca Maria Rapiti without the consent of any other party and without regard to the fact that the owner or owners of any lot or lots in the plan may wish to preserve the terms of these restrictions. In exercising its discretion to so release, vary or modify these restrictions Franca Maria Rapiti will not be liable for damages to any person claiming any interest in any lot in the plan.

These restrictions on use shall lapse and be of no effect after 31st December 2015.

Luemine Luzzozi S.P

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTION ON THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 6 of 6 sheets)

DP1022157

Subdivision of Lot 8 in DP1003907
covered by Council Clerk's Certificate
No. **44** of **22-3-2001**

PART 2

Signed in my presence by Franca Maria Rapiti
Who is personally known to me.

[Signature]
.....
Signature of Witness

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

79A BATHURST STREET
.....
LIVERPOOL - SOLICITOR
.....
Address and Occupation of Witness

Carmine Carozzi J. P.
.....
FRANCA RAPITI BY HER
ATTORNEY CARMINE CARROZZI
PURSUANT TO POWER OF
ATTORNEY REC BOOK 4253
No 940 AND WHO HAS NO NOTICE
OF REVOCATION THEREOF



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

(Sheet 1 of 2 Sheets)

DP1036793

Plan of Subdivision of Lot 116 on
 Deposited Plan 1031863 covered by
 Subdivision Certificate No. 223 of 10-12-2001

Full name and address of
 the proprietor of the land:

Marko Bilaver, Senka Bilaver and
 Robert Bilaver all of 12 Rawson
 Road, Fairfield West.

PART 1

Number of Item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.2 wide	23 22 21 20 17	24 23, 24 22, 23, 24 21, 22, 23, 24 8/868748 23/1022157
2	Restriction on use of land	Each and every lot	Each and every other lot

AMENDED IN LRS NSW
AT SURVEYORS REQUEST

PART 2

Terms of Restriction numbered two in the plan.

- (a) No main building shall be erected on any lot hereby burdened with an internal floor area of less than 130 square metres.
- (b) No walls of any such building shall be of any material other than brick, stone, glass, timber, fibrous cement or any combination of the same provided that timber and fibrous cement shall not be used in external walls except as infill panels in conjunction with all or any of the other materials in this clause referred to and the proportions of timber and fibrous cement so used in relation to the total external wall area shall not exceed 25% thereof provided that nothing herein contained shall preclude or prohibit a building having the inner frame area of its external walls constructed of timber or metal or other materials with an external brick face of veneer.

M.B.S.B RB

[Signature]

(Sheet 2 of 2 Sheets)

DP1036793

Plan of Subdivision of Lot 116 on
Deposited Plan 1031863 covered by
Subdivision Certificate No. 223 of 10-12-2001

Part 2 (Continued)

- (c) No fence shall be erected on each lots hereby burdened to divide the same from the adjoining land owned by or partly owned by Marko Bilaver without the consent of Marko Bilaver but such consent shall not be withheld if the fence shall be erected without expense to Marko, Senka and Robert Bilaver and in favour of any person dealing with a transferee of any of the said lots hereby burdened such consent as aforementioned shall be deemed to have been given in respect of any fence for the time being erected.

Name of person empowered to release vary or modify the Restriction numbered two in the plan:

Marko Bilaver of 12 Rawson Road, Fairfield West for such time he remains the registered proprietor of any lot in the plan of subdivision benefited by the said restriction and thereafter by the person or persons in whom the legal estate in fee simple in any such lot is for the time being vested provided that any such release variation or modification shall if approved by made and done in all respects at the cost and expense of the person requesting such release variation or modification.

SIGNED in my presence by the said
MARKO BILAVER who is personally
known to me:

Signature of witness

JOHN HOWIE
SURVEYOR

M. Bilaver

Marko Bilaver

SIGNED in my presence by the said
SENKA BILAVER who is personally
known to me:

Signature of witness

S. Bilaver

Senka Bilaver

SIGNED in my presence by the said
ROBERT BILAVER who is personally
known to me:

Signature of witness

R. Bilaver

Robert Bilaver

Approved by the Council of the City
of Liverpool:

b. R. Barry

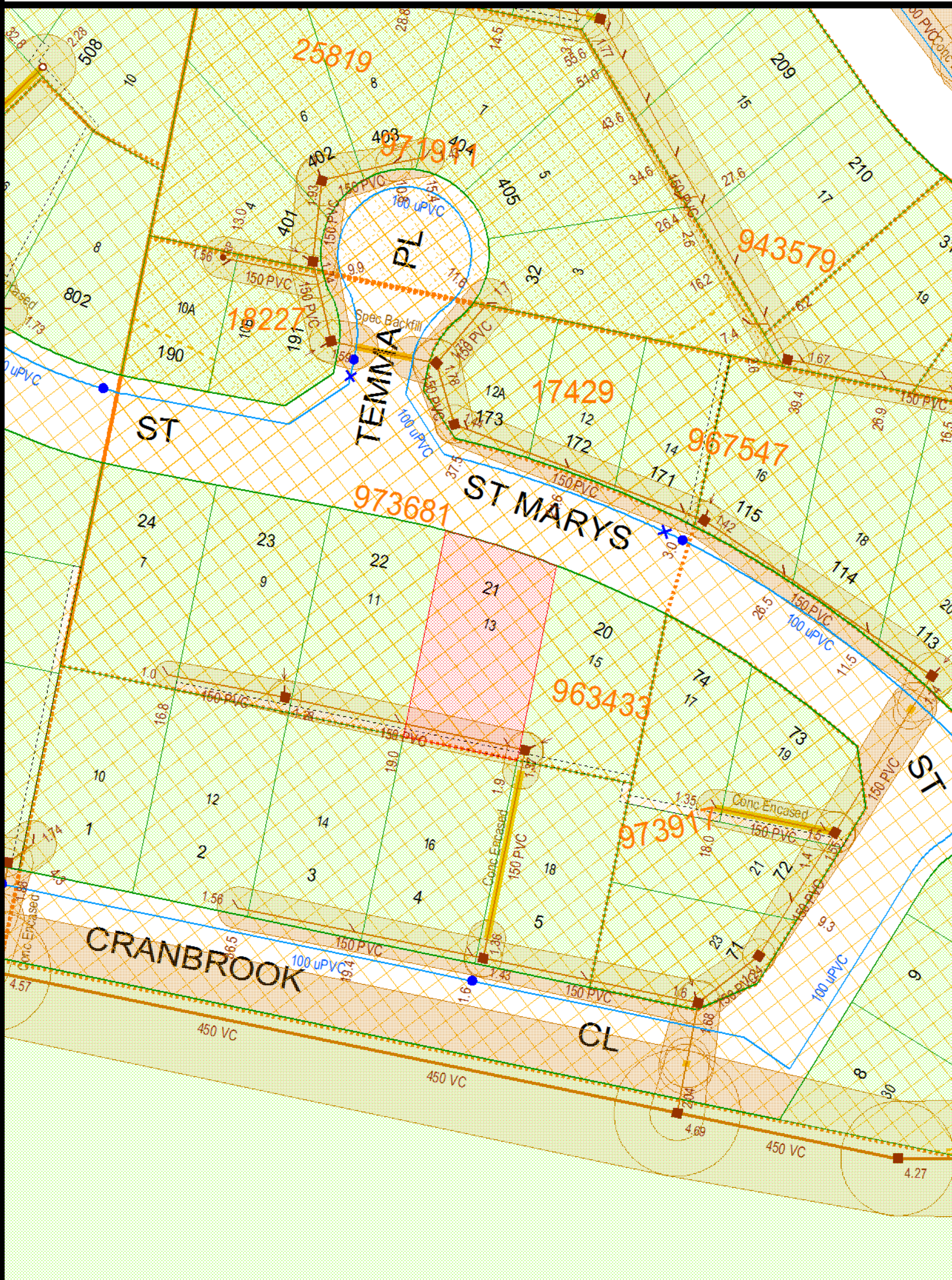
Authorised person

Ref: 8064 Nov 01

REGISTERED



20.12.2001



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

Copy of
Diagram no. 3074088

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

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

Ref.: 2000N-45519:96017
Ppty: 66627

Cert. No.: 1327

Applicant:
THE SEARCH PEOPLE PTY LTD
GPO BOX 1585
SYDNEY NSW 2001

Receipt No.: 4654360
Receipt Amt.: 53.00
Date: 01-Sep-2020

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 21 DP 1036793

Street Address: 13 ST MARYS STREET, WEST HOXTON NSW 2171

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

Note: Commonly Used Abbreviations:

LEP: Local Environmental Plan
DCP: Development Control Plan
SEPP: State Environmental Planning Policy
EPI: Environmental Planning Instrument

1. Names of relevant planning instruments and DCPs

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

LEPs:

Liverpool LEP 2008

SEPPs*:

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

Deemed SEPPs*:

Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment

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

Draft LEPs:

Draft Liverpool Local Environmental Plan 2008 (Amendment 82)

Draft SEPPs*:

Draft SEPP (Competition) 2010

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

Liverpool DCP 2008**2. Zoning and land use under relevant LEPs and /or SEPPs**

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

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

R2 Low Density Residential - Liverpool LEP 2008

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

Home-based child care; Home occupations

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

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached 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 only. The table does not specify whether any code applies to the land; applicants should read the full extent of the code with their building certifier, solicitor, or other professional to determine whether any code applies to the land.

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

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
Housing Code, Rural Housing Code, Greenfield Housing Code and Low Rise Medium Density Housing Code	All	
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?
Landslip hazard	Nil	No
Bushfire hazard	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	No
	Edmondson Park South DCP 2012	No
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	No
	Pleasure Point Bushfire Management Plan	No
Tidal inundation	Nil	No
Subsidence	Nil	No

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Acid Sulphate Soils	Liverpool LEP 2008	No
	Liverpool DCP 2008	No
Potentially Contaminated Land	Liverpool DCP 2008	Yes , see section 10 of Part 1 of the Liverpool DCP 2008
	Liverpool Growth Centre Precincts DCP*	No
Potentially Saline Soils	Liverpool DCP 2008	Yes
	Liverpool Growth Centre Precincts DCP*	No

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

7A. Flood related development controls information

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

No

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

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

No

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

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

8. Land reserved for acquisition

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

No

9. Contribution Plans

Liverpool Contributions Plan 2009

9A. Biodiversity certified land*

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

No

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.



Eddie Jackson
Acting Chief Executive Officer
Liverpool City Council

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