

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Connect Richmond 183 Windsor Street, Richmond NSW 2753 Email: chris.waites@firstnationalconnect.com	Phone: 4588 0999 Fax: 4588 0900 Ref: Chris Waites
co-agent		
vendor	Nelson Babazogli 4 Old Sackville Road, Wilberforce NSW 2756	
vendor's solicitor	Country Lane Conveyancing 308 George Street, Windsor NSW 2756 PO Box 856, Windsor NSW 2756 Email: venessa@countrylaneconvey.com.au	Phone: (02) 4776 2040 Fax: (02) 4776 2141 Ref: VH:SC:21/XXXX
date for completion	42nd day after the date of this contract (clause 15)	
land (address, plan details and title reference)	52 Londonderry Road, Hobartville NSW 2753 Lot 248 in Deposited Plan 235540 Folio Identifier 248/235540	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" 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 checked="" type="checkbox"/> other: Shed, Carport	
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 checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: Air conditioning, Ceiling fan/s, Garden shed
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

_____	GST AMOUNT (optional) The price includes GST of: \$ _____	_____ witness
vendor		
_____		_____ witness
purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	

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

PEXA

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

Margin scheme will be used in making the taxable supply

 NO yes

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

 not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b)) by a vendor who is neither registered nor required to be registered for GST (section 9-5(d)) GST-free because the sale is the supply of a going concern under section 38-325 GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an *GSTRW payment* (residential withholding payment) NO yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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 checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<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 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

ADDITIONAL SPECIAL CONDITIONS - CONTRACT FOR SALE AND PURCHASE OF LAND

1. Headings

All headings are pure for ease of reference and do not affect the substance of any Clause.

2. Interpretation

The following rules of interpretation apply unless the context requires otherwise:-

- a. The singular includes the plural and conversely.
- b. A gender includes all genders.
- c. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- d. "clause", "paragraph" or "sub-clause" mean clause, paragraph and sub-clause respectively, of this contract.
- e. Unless stated otherwise, one provision does not limit the effect of another.
- f. A reference to "Solicitor" includes a party's representative if named in the contract.
- g. A reference to this contract includes any amendment, novation, supplement, variation or replacement to it from time to time, except to the extent prohibited by this contract.

3. Service on non-business day

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

4. Service by e-mail (replaces clause 20.6.5)

Despite anything in clause 20.6, a documents may be served by e-mail in which event it is served by or on a party:-

- a. When recorded on the sender's e-mail server unless:
 - i. Within 24 hours of that time the recipient informs the sender that the e-mail was received in an incomplete or illegible form; or
 - ii. the e-mail server indicates a faulty or incomplete e-mail address;
- b. where a solicitor for the party named in the contract, if it is sent using the solicitor's e-mail address stated in the contract or any other e-mail address which that solicitor may have notified to the sender;
- c. where there is no solicitor named in the contract in respect of a party, if it is sent using the e-mail address stated in the contract (if any) or any other e-mail address which that party may have notified the sender; and
- d. on a business day on which it is received unless it is received after 5.00pm in which case it will be taken to have been served on the commencement of the next business day.

5. Documents attached to the contract (paragraph (b) replaces clause 20.1)

- a. For the purpose of clause 20, the substance of all material contained in any document (or copy of any document) attached to this contract is disclosed in this contract.
- b. If before this contract is signed by or on behalf of the Purchaser, a documents or copy of a documents, at the request of the Vendor or the Vendor's Solicitor, was attached to this contract by or on behalf of the Purchaser or the Purchaser's Solicitor, the person attaching that document or copy did so as the agent of the Vendor.

6. Severance

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

7. Further amendment to clauses 1 to 30 inclusive

- a. The definition of "requisition" in clause 1 is amended to read "an objection, question, requisition or claim"
- b. Clause 5.2.3 is deleted
- c. In clause 8.1 the words "The Vendor can rescind if" are deleted and the words "Notwithstanding any other provision contained in this contract, the vendor can rescind if" in lieu thereof.
- d. Clause 7.1.1 is amended by deleting "5%" and substituting "1%".
- e. Clause 8.1.1 is amended by deleting the words "on reasonable grounds".
- f. Clause 8.1.2 is amended by deleting the words "on those grounds".
- g. Clause 16.8 is deleted.

8. Incapacity of Either Party

Without in any way limiting, negating, or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, If either party (or any of them if more than one person), prior to completion:-

- a. Die or become mentally ill or be declared bankrupt, the other party may rescind the contract by notice in writing and thereafter the contract shall be at an end and the provisions of clause 19 shall apply; or
- b. If a Corporation is declared bankrupt, resolves to go into liquidation, a petition for its winding up is presented, enters into any scheme or makes any assignment for the benefit of the creditors then that party shall be deemed to be in default of this contract.

9. Breach of Statutory Warranty by Vendor

- a. If the Vendor breaches any warranty under Section 52A(2)(b) of the Conveyancing Act 1919 and/or the Conveyancing (Sale of Land) Regulation 2010, the Vendor may, before completion, serve a notice:
 - i. Specifying the breach;
 - ii. Requesting the Purchaser to service a notice irrevocably waiving the breach ("Waiver"); and
 - iii. Indicating that the Vendor intends to rescind this contract if the Waiver is not served within 14 days of service of the notice.
- b. The Vendor may rescind if:
 - i. The Vendor serves notice under paragraph (a); and
 - ii. The Purchaser does not serve the Waiver within the time required under the notice.
- c. If the Purchaser serves a waiver before the Vendor rescinds under paragraph (b), the Vendor is no longer entitled to rescind under paragraph (b).

10. Real Estate Agent

- a. The Purchaser warrants that the Purchaser was not introduced to the Vendor or the property by any Real Estate Agent or any other person who may be entitled to claim commission from the Vendor in respect to the sale other than the Vendor's Agent (if any) specified in this Contract.
- b. The Purchaser indemnifies the Vendor against any claim by any agent or any other person arising out of or as a consequence of any breach of warranty in sub-clause (a) and against all costs and expenses incidental to defending any such claim. It is agreed that this indemnity shall be a continuing indemnity and shall not merge on completion.
- c. The Vendor warrants that it has not entered into any selling agency Agreement with any other Agent than the Agent referred to in this contract.

11. Notice to Complete

The parties agree that a Notice to complete which provides for completion at least fourteen (14) days from the date of the Notice if reasonable and sufficient notice in all circumstances. The issue of a Notice to Complete by either party shall make time of the essence. Should the Notice to complete be issued by the Vendor, the Vendor reserves the right to withdraw or re-issue the Notice to Complete. If it becomes necessary for the Vendor to issue a Notice to Complete pursuant to this special condition then the Purchaser shall pay the Vendor's Licensed Conveyancers costs of \$110.00 (including GST) to cover the legal costs and other expenses incurred as a consequence of the delay (which is a genuine pre-estimate of those additional expenses) and such sum will be adjusted on completion.

12. Interest on Delayed Completion

If the Purchaser does not complete this Contract by the completion date, without default by the Vendor then (in addition to any other right the Vendor may have under this Contract) the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase price:-

- a. Interest on the balance of purchase price at the rate of ten (10%) per cent per annum calculated on a daily basis from the period inclusive of the date that completion should have been effected to the actual date of completion, which is a genuine pre-estimate of the Vendors loss of interest on the purchase moneys and liability for rates and outgoings.
- b. This clause does not merge on completion and is an essential term of the Contract.

13. No Warranty or Representation

- a. The Purchaser acknowledges that they do not rely upon any warranty or representation made by the Vendor or any person on behalf of the Vendor other than as expressly provided herein.
- b. The agreement, provisions, terms, conditions and warranties contained in this Contract comprise the whole of the bargain between the parties hereto and the parties here to expressly agree and declare that no further or other agreements, provisions, conditions or warranties whether oral or in writing exist or apply.
- c. The Purchaser further acknowledges that he accepts the property and any chattels and things included in this Agreement in their present condition and state of repair with all faults, latent and patent, subject to fair wear and tear as provided for in Clause 10.1.4 and the purchaser cannot make a claim, requisition, rescind, terminate or delay settlement in this regard.

14. Statement as to Title

A sufficient statement of the Vendors title is deemed to be included in the description of the property referred to herein, and such statement shall have been deemed to have been given to the Purchasers at the date hereof.

15. Deposit of less than ten per cent (10%)

Despite any other provision of this agreement, if:

- a. the deposit agreed to be paid (or actually paid) by the Purchaser is less than ten per cent (10%) of the purchase price; and
- b. the purchaser becomes entitled to forfeit the deposit actually paid,

then the purchaser will immediately upon demand pay to the Vendor the difference between ten per cent (10%) of the purchase price and the amount actually paid (to the intent that a full ten per cent (10%) of the purchase price is forfeitable by way of deposit upon default).

16. Purchaser to comply with Work order

Notwithstanding clause 11.1 the Vendor need not comply with a work order made on or before the contract date if the work order is made as a consequence of a request, prior to exchange of Contracts by the Purchaser or any person on his behalf, to the responsible Council for a building certificate under Section 149D of the Environmental Planning and Assessment Act 1979.

17. Credit Code

The purchaser acknowledges that the Vendor has entered into this contract on the purchasers warranty that:-

- a. The purchaser does not require credit in order to pay for the property; or
- b. If the purchaser requires credit in order to pay for the property, the purchaser has obtained such credit on reasonable terms prior to the date of this contract.
- c. The purchaser shall not have any right to terminate this contract by virtue of any non-availability of credit as at completion.

18. Payment of deposit on "Cooling off " Period

If this contract is exchanged with a "cooling off" period pursuant to section 66S of the Conveyancing Act 1919, then despite any other provision of this contract, the deposit shall be paid as follows:-

- a. As to 0.25% of the price on the date hereof; and
- b. 9.75% of the price on or before the expiration of the "cooling off "period.

19. Alterations to contract

Each party hereto authorise its solicitor or any employee of that solicitor to make alterations to this contract including the addition of annexures after execution by the party and before the date of this contract and any such alterations shall be binding upon the party deemed to have authorised and any annexure so added shall form part of this contract as if same has been annexed at the time of execution.

20. Transfer

If the Purchaser does not serve the Transfer in accordance with clause 4.1 of the contract or if served and the Transfer is incorrect, then the Purchaser shall pay to the Vendor's Solicitor \$110.00 including GST as an additional cost for late execution of the Transfer.

21. Rescheduled and/or cancelled settlement

- a. In the event that settlement has been cancelled by the purchaser and/or the Purchaser's solicitor then the Purchaser shall pay \$120.00 including GST to the Vendor's Solicitor on completion for each occurrence; and
- b. If settlement does not take place at the time first appointed for settlement due to the fault of the Purchaser or the Purchaser's Solicitor then the purchaser shall pay all fees including Agency fees and re-certification fees and any mortgage fees incurred by the Vendor or the Vendor's Solicitor in relation of any re-arrangement of settlement.

22. Release of deposit

The purchaser authorises the deposit holder to release such part or all of the deposit to the Vendor as is needed for the Vendor's purchase of another property. This clause shall not prejudice the rights of the Purchaser in the event of its lawful rescission of this Contract and the Vendor shall refund to the Purchaser the whole of the deposit within one (1) month after such rescission.

23. Deposit bond

- (a) A deposit bond may be used in lieu of a cash deposit only with express agreement by the vendor. In such event, the following provisions apply.
- (b) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (c) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (d) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (e) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

24. Directors Guarantee

It is a condition of this Contract that the Purchaser, if a company, must deliver to the Vendor a guarantee in the form of the Directors Guarantee, a copy of which is annexed hereto, duly executed by a least two directors or principal shareholders of the Purchaser on the date hereof.

Directors Guarantee

We _____ and _____ (“the Guarantors”) being Director/s of _____ (ACN _____) a company incorporated in the State of _____ (hereinafter called “the Purchasing Company”) in consideration of Casula Developments Pty Ltd (ACN 162 940 365) and Sage Property Holdings Pty Ltd (ACN 142 547 206) (“the Vendor”) agreeing to sell the property described in this Contract to the Purchasing Company DO HEREBY GUARANTEE to the Vendor the due and punctual performance of the Purchasing Company of ALL THE TERMS AND CONDITIONS of the within Contract and do further COVENANT AND AGREE THAT I/WE WILL INDEMNIFY and keep the Vendor indemnified against any loss and damage howsoever arising which the Vendor may suffer in consequence of any failure of the Purchasing Company to perform its obligations under this Contract.

The Guarantors acknowledge prior to execution hereunder that they have read and understood, as evidenced by their signatures hereto, the terms and conditions of the Contract for Sale in its entirety.

.....
Director

.....
Director

Dated:



FOLIO: 248/235540

SEARCH DATE	TIME	EDITION NO	DATE
23/6/2021	3:19 PM	6	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LOT 248 IN DEPOSITED PLAN 235540
AT RICHMOND
LOCAL GOVERNMENT AREA HAWKESBURY
PARISH OF HAM COMMON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP235540

FIRST SCHEDULE

NELSON BABAZOGLI (T AH136013)

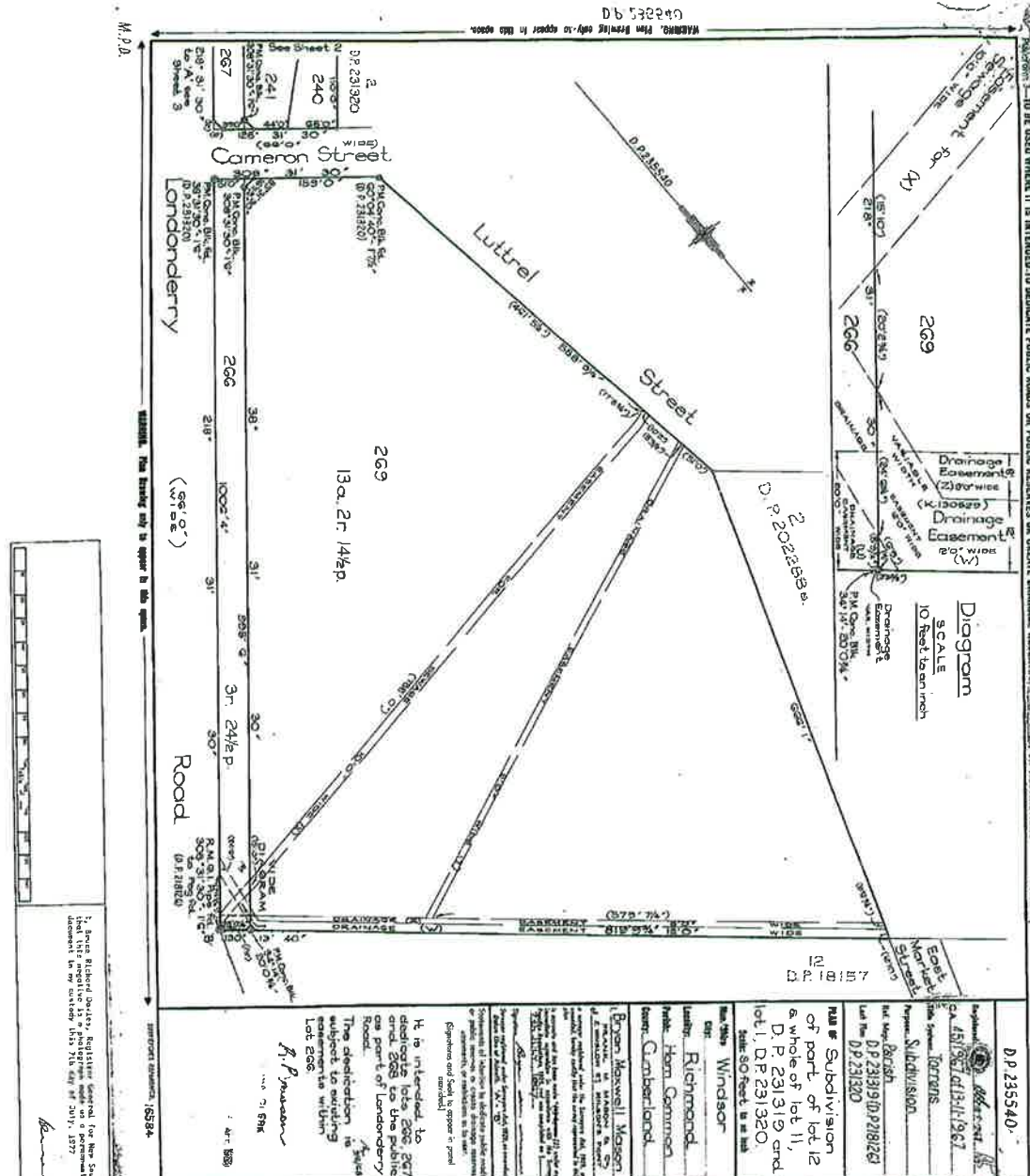
SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 L115683L EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 L115683A EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE DRAINAGE EASEMENT 50 FEET WIDE WITHIN LOT 2 SHOWN IN PLAN WITH L115683
- 4 L115685 EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING LOT 1 IN DP230454
- 5 L789947 COVENANT
- 6 AH136014 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



DP 235540
 G.L. 45/1967 of 13/11/1967
 P.M. 235540

Subdivision
 Lot 11, DP 231320 and Lot 12, DP 231320
 Lot 266, DP 231320
 Lot 267, DP 231320
 Lot 268, DP 231320

Subdivision
 Lot 11, DP 231320 and Lot 12, DP 231320
 Lot 266, DP 231320
 Lot 267, DP 231320
 Lot 268, DP 231320

Particulars
 Lot 11, DP 231320
 Lot 12, DP 231320
 Lot 266, DP 231320
 Lot 267, DP 231320
 Lot 268, DP 231320

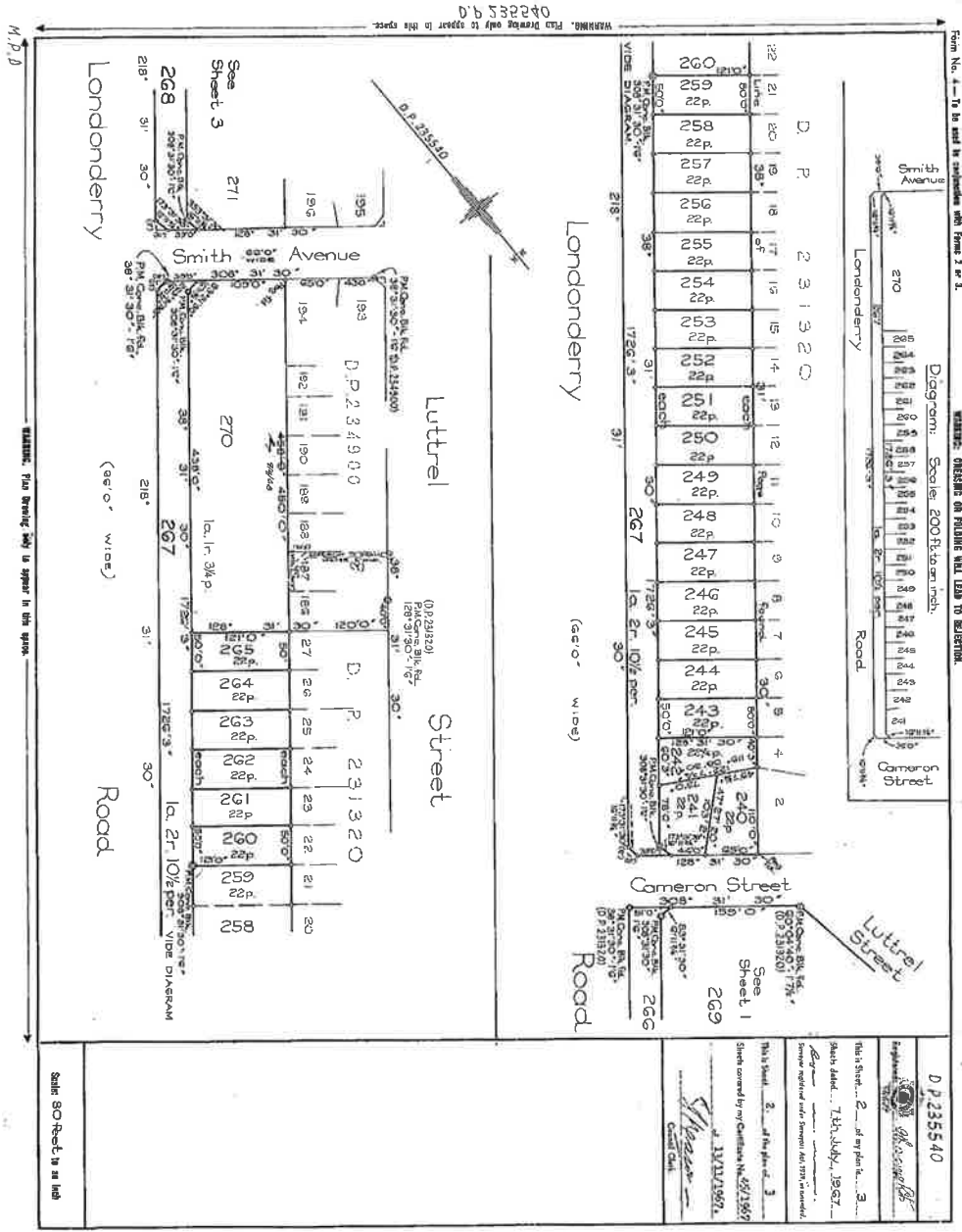
Particulars
 Lot 11, DP 231320
 Lot 12, DP 231320
 Lot 266, DP 231320
 Lot 267, DP 231320
 Lot 268, DP 231320

Particulars
 Lot 11, DP 231320
 Lot 12, DP 231320
 Lot 266, DP 231320
 Lot 267, DP 231320
 Lot 268, DP 231320

LOT	AREA (SQ M)	PERCENTAGE
1	0.457	1.72
2	0.493	1.92
3	0.708	2.75
4	1.394	5.34
5	1.753	6.72
6	2.389	9.27
7	2.527	9.64
8	2.430	9.30
9	2.537	9.64
10	2.430	9.30
11	3.099	11.82
12	3.688	14.06
13	4.450	16.82
14	5.179	19.58
15	6.350	24.00
16	7.000	26.80
17	7.648	29.27
18	8.297	31.74
19	8.946	34.21
20	9.595	36.68
21	10.244	39.15
22	10.893	41.62
23	11.542	44.09
24	12.191	46.56
25	12.840	49.03
26	13.489	51.50
27	14.138	53.97
28	14.787	56.44
29	15.436	58.91
30	16.085	61.38
31	16.734	63.85
32	17.383	66.32
33	18.032	68.79
34	18.681	71.26
35	19.330	73.73
36	19.979	76.20
37	20.628	78.67
38	21.277	81.14
39	21.926	83.61
40	22.575	86.08
41	23.224	88.55
42	23.873	91.02
43	24.522	93.49
44	25.171	95.96
45	25.820	98.43
46	26.469	100.00
47	27.118	100.00
48	27.767	100.00
49	28.416	100.00
50	29.065	100.00
51	29.714	100.00
52	30.363	100.00
53	31.012	100.00
54	31.661	100.00
55	32.310	100.00
56	32.959	100.00
57	33.608	100.00
58	34.257	100.00
59	34.906	100.00
60	35.555	100.00
61	36.204	100.00
62	36.853	100.00
63	37.502	100.00
64	38.151	100.00
65	38.800	100.00
66	39.449	100.00
67	40.098	100.00
68	40.747	100.00
69	41.396	100.00
70	42.045	100.00
71	42.694	100.00
72	43.343	100.00
73	43.992	100.00
74	44.641	100.00
75	45.290	100.00
76	45.939	100.00
77	46.588	100.00
78	47.237	100.00
79	47.886	100.00
80	48.535	100.00
81	49.184	100.00
82	49.833	100.00
83	50.482	100.00
84	51.131	100.00
85	51.780	100.00
86	52.429	100.00
87	53.078	100.00
88	53.727	100.00
89	54.376	100.00
90	55.025	100.00
91	55.674	100.00
92	56.323	100.00
93	56.972	100.00
94	57.621	100.00
95	58.270	100.00
96	58.919	100.00
97	59.568	100.00
98	60.217	100.00
99	60.866	100.00
100	61.515	100.00
101	62.164	100.00
102	62.813	100.00
103	63.462	100.00
104	64.111	100.00
105	64.760	100.00
106	65.409	100.00
107	66.058	100.00
108	66.707	100.00
109	67.356	100.00
110	68.005	100.00
111	68.654	100.00
112	69.303	100.00
113	69.952	100.00
114	70.601	100.00
115	71.250	100.00
116	71.899	100.00
117	72.548	100.00
118	73.197	100.00
119	73.846	100.00
120	74.495	100.00
121	75.144	100.00
122	75.793	100.00
123	76.442	100.00
124	77.091	100.00
125	77.740	100.00
126	78.389	100.00
127	79.038	100.00
128	79.687	100.00
129	80.336	100.00
130	80.985	100.00
131	81.634	100.00
132	82.283	100.00
133	82.932	100.00
134	83.581	100.00
135	84.230	100.00
136	84.879	100.00
137	85.528	100.00
138	86.177	100.00
139	86.826	100.00
140	87.475	100.00
141	88.124	100.00
142	88.773	100.00
143	89.422	100.00
144	90.071	100.00
145	90.720	100.00
146	91.369	100.00
147	92.018	100.00
148	92.667	100.00
149	93.316	100.00
150	93.965	100.00

1. I, [Name], Clerk of the Court, do hereby certify that the above is a true and correct copy of the original as filed in my office on the 13th day of 1967.

2. I, [Name], Registrar-General, do hereby certify that the above is a true and correct copy of the original as filed in my office on the 13th day of 1967.



D.P. 235540

1 of 3

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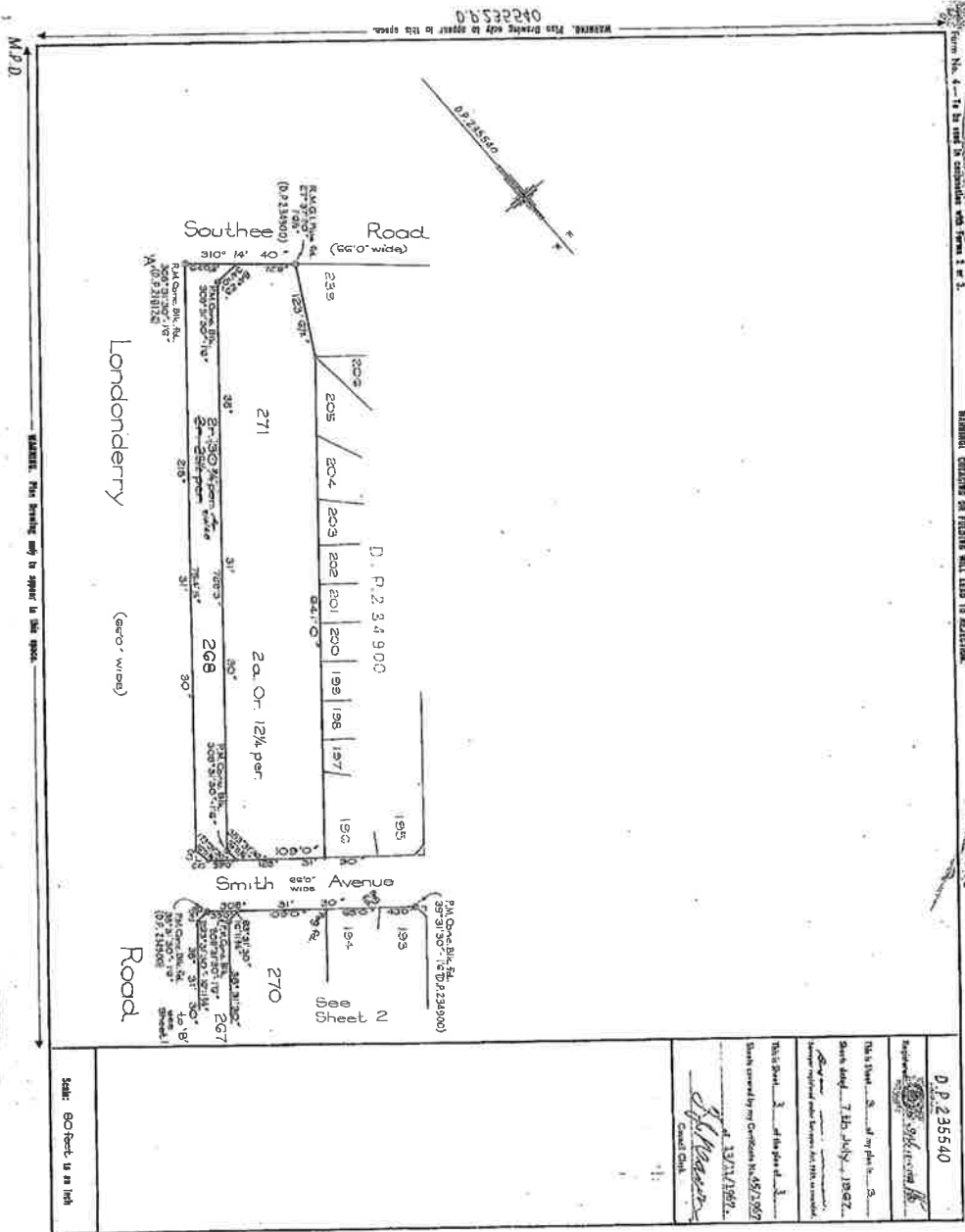
I, Bruce Vincent Dwyer, Registrar-General for New South Wales, certify that this register is a true and correct copy of the information contained in the records of the Registrar-General's Office as at 21/2/762.

2

CONVERTION TABLE

FEET	INCHES	METRES
1	1/16	0.157
2	1/8	0.315
3	3/16	0.473
4	1/4	0.630
5	5/16	0.787
6	3/8	0.945
7	7/16	1.102
8	1/2	1.259
9	9/16	1.416
10	5/8	1.573
11	11/16	1.731
12	3/4	1.888
13	13/16	2.045
14	1 1/8	2.202
15	1 1/4	2.359
16	1 3/8	2.516
17	1 7/16	2.674
18	1 1/2	2.831
19	1 9/16	2.988
20	1 5/8	3.145
21	1 11/16	3.302
22	1 3/4	3.460
23	1 13/16	3.617
24	1 7/8	3.774
25	1 15/16	3.931
26	2	4.088
27	2 1/16	4.245
28	2 1/8	4.402
29	2 3/16	4.560
30	2 1/4	4.717
31	2 5/16	4.874
32	2 3/8	5.031
33	2 7/16	5.188
34	2 1/2	5.346
35	2 11/16	5.503
36	2 5/8	5.660
37	2 13/16	5.817
38	2 3/4	5.974
39	2 15/16	6.131
40	3	6.289
41	3 1/16	6.446
42	3 1/8	6.603
43	3 3/16	6.760
44	3 1/4	6.917
45	3 5/16	7.074
46	3 3/8	7.231
47	3 7/16	7.388
48	3 1/2	7.545
49	3 9/16	7.702
50	3 5/8	7.860
51	3 11/16	8.017
52	3 3/4	8.174
53	3 13/16	8.331
54	3 7/8	8.488
55	3 15/16	8.645
56	4	8.802
57	4 1/16	8.960
58	4 1/8	9.117
59	4 3/16	9.274
60	4 1/4	9.431
61	4 5/16	9.588
62	4 3/8	9.745
63	4 7/16	9.902
64	4 1/2	10.060
65	4 9/16	10.217
66	4 5/8	10.374
67	4 11/16	10.531
68	4 3/4	10.688
69	4 13/16	10.845
70	4 7/8	11.002
71	4 15/16	11.160
72	5	11.317
73	5 1/16	11.474
74	5 1/8	11.631
75	5 3/16	11.788
76	5 1/4	11.945
77	5 5/16	12.102
78	5 3/8	12.260
79	5 7/16	12.417
80	5 1/2	12.574
81	5 9/16	12.731
82	5 5/8	12.888
83	5 11/16	13.045
84	5 3/4	13.202
85	5 13/16	13.360
86	5 7/8	13.517
87	5 15/16	13.674
88	6	13.831
89	6 1/16	13.988
90	6 1/8	14.145
91	6 3/16	14.302
92	6 1/4	14.460
93	6 5/16	14.617
94	6 3/8	14.774
95	6 7/16	14.931
96	6 1/2	15.088
97	6 9/16	15.245
98	6 5/8	15.402
99	6 11/16	15.560
100	6 3/4	15.717

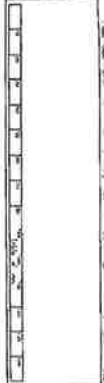
DP 235540



MEASURE. This bearing only to appear in this plan.

Form No. 4 - To be used in connection with Form 3 of 2.

MINOR CORRECTIONS OR ERRORS WILL LEAD TO REJECTION.



1. I, Bruce Alford Davis, Registrar General for New South Wales, certify that the above is a true and correct copy of the original plan as shown to me.

2. I, Bruce Alford Davis, Registrar General for New South Wales, certify that the above is a true and correct copy of the original plan as shown to me on my custody file 75143 of 21/1/1977.



D.P. 235540

13/11/1992

13/11/1992

State covered by my Commission No. 457/927
 at 13/11/1992.
 Grant Clerk

CONVERSION TABLE FROM INCHES TO METERS	
1/4	0.635
1/2	1.27
3/4	1.905
1	2.54
1 1/4	3.175
1 1/2	3.81
1 3/4	4.445
2	5.08
2 1/4	5.715
2 1/2	6.35
2 3/4	6.985
3	7.62
3 1/4	8.255
3 1/2	8.9
3 3/4	9.535
4	10.17
4 1/4	10.805
4 1/2	11.44
4 3/4	12.075
5	12.71
5 1/4	13.345
5 1/2	13.98
5 3/4	14.615
6	15.24
6 1/4	15.875
6 1/2	16.51
6 3/4	17.145
7	17.78
7 1/4	18.415
7 1/2	19.05
7 3/4	19.685
8	20.32
8 1/4	20.955
8 1/2	21.59
8 3/4	22.225
9	22.86
9 1/4	23.495
9 1/2	24.13
9 3/4	24.765
10	25.4
10 1/4	26.035
10 1/2	26.67
10 3/4	27.305
11	27.94
11 1/4	28.575
11 1/2	29.21
11 3/4	29.845
12	30.48
12 1/4	31.115
12 1/2	31.75
12 3/4	32.385
13	33.02
13 1/4	33.655
13 1/2	34.29
13 3/4	34.925
14	35.56
14 1/4	36.195
14 1/2	36.83
14 3/4	37.465
15	38.1
15 1/4	38.735
15 1/2	39.37
15 3/4	40.005
16	40.64
16 1/4	41.275
16 1/2	41.91
16 3/4	42.545
17	43.18
17 1/4	43.815
17 1/2	44.45
17 3/4	45.085
18	45.72
18 1/4	46.355
18 1/2	46.99
18 3/4	47.625
19	48.26
19 1/4	48.895
19 1/2	49.53
19 3/4	50.165
20	50.8
20 1/4	51.435
20 1/2	52.07
20 3/4	52.705
21	53.34
21 1/4	53.975
21 1/2	54.61
21 3/4	55.245
22	55.88
22 1/4	56.515
22 1/2	57.15
22 3/4	57.785
23	58.42
23 1/4	59.055
23 1/2	59.69
23 3/4	60.325
24	60.96
24 1/4	61.595
24 1/2	62.23
24 3/4	62.865
25	63.5
25 1/4	64.135
25 1/2	64.77
25 3/4	65.405
26	66.04
26 1/4	66.675
26 1/2	67.31
26 3/4	67.945
27	68.58
27 1/4	69.215
27 1/2	69.85
27 3/4	70.485
28	71.12
28 1/4	71.755
28 1/2	72.39
28 3/4	73.025
29	73.66
29 1/4	74.295
29 1/2	74.93
29 3/4	75.565
30	76.2

Scale: 80 feet to an inch

D.P. 235540

'67 APR 10 AM 11:36

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K-637796

remember 2/12

NEW SOUTH WALES
 \$=0075
 STAMP DUTY

*Leaf 1-0
 2-0
 3-0
 4-0
 5-0
 6-0
 7-0
 8-0
 9-0
 10-0*

RECORDED
 DEC 1967
 1144



Lodgment
 Endorsement

New South Wales

MEMORANDUM OF TRANSFER AND GRANT OF EASEMENT
 (Real Property Act, 1900)

I, THOMAS MICHAEL O'NEIL of Castle Hill in the State of New South Wales, Crazier (hereinafter called "the Transferor") being registered as the Mortgagee of the land hereinafter described under Memorandum of Mortgage Registered number J441589 (subject however to such encumbrances liens and interests as are noted hereunder), in pursuance of the Power of Sale contained in the said Mortgage in consideration of ONE DOLLAR (\$1.00) (the receipt whereof is hereby acknowledged) paid to me by MAINLINE CONSTRUCTIONS PTY. LIMITED a Company duly registered and carrying on business in the State of New South Wales the registered office being at 30-36 Bay Street Double Bay (hereinafter called "the Transferee") do hereby transfer and grant to the said Transferee and its successors in title out of all such of my estate and interest in the land mentioned in the schedule following:

COUNTY	PARISH	REFERENCE TO TITLE		DESCRIPTION OF LAND (IF PART ONLY)
		WHOLE OR PART	VOL. FOL.	
CUMBERLAND	HAM COMMON	PART	10452 131	Being that part of land in <u>XXX</u> plan attached annexed described as Drainage Easement 50 feet wide

FULL AND FREE RIGHT to the uninterrupted passage and flow of water over through and under all that piece of land shown on Registered Plan described as Drainage Easement 50 feet wide (the said easement being appurtenant to the land comprised in Certificate of Title Volume 2415 Folio 258 referred to in the annexure hereto marked B or any part or parts thereof).

AND to make layout construct and use and maintain on the said strip of land such channels cuttings drains pipes and other work as in the opinion of the Transferee or its successors may be required for such drainage and passage AND to dig out and use any part of the clay sand gravel stone or earth from the said strip of land or from any part thereof for the making laying out or constructing of such works

Handwritten notes on right margin:
 * Deed as currently prepared for registration
 10452
 10452
 10452

Handwritten initials/signature

B

6067 APRIL

L115683

AND to leave all or any part of the clay sand gravel stone or earth dug out as aforesaid upon the said strip of land or upon any part thereof AND to remove and carry away any part of the clay and gravel stone or earth dug out as aforesaid AND to carry out and maintain all the above works at the cost of the Transferee and without expense to the Transferor AND for the Transferee with servants workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon the servient tenement and take all such reasonable steps and measures as may be necessary to test inspect cleanse repair maintain alter or replace such of the said drain as exclusively serves the dominant tenements, causing as little disturbance as possible and making good at its own cost all damage caused

AND IT IS HEREBY AGREED AND DECLARED that the said Transferee will at its own expense immediately upon the commencement of the excavation of the said drain erect a fence on all that part of the land of the Transferor abutting upon that part of the drain shown on the plan in Deposited Plan Number

AND THE TRANSFEEEE HEREBY UNDERTAKES for itself its successors and assigns to keep and maintain in good and sufficient condition the said fence and the said drain at all times and at its own expense.

ENCUMBRANCES &c. REFERRED TO

SIGNED at Northwood the 4th day of February 1968

SIGNED in my presence by the transferor
THOMAS MICHAEL O'NEIL who is personally
known to me:

Thomas M. O'Neil
[Signature]

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

THE COMMON SEAL OF MAINLINE CONSTRUCTIONS)
PTY. LIMITED was hereunto affixed by
authority of the Board of Directors
previously given and in the presence of:

[Signature]
Secretary



L115683
K-697796

MAQUIS JACKSON

INDEXED
[Handwritten signature]

L115683

"B"

K627196
RENEWAL
HOLD L115683

5

The land to which the benefit of this Easement is appurtenant is the whole of the land in Certificate of Title Volume 10467 Folio 226,* the whole of the land in Certificate of Title Volume 10522 Folios 51-179 inclusive and part of the land in Certificate of Title Volume 10467 Folio 227 being the residue after the registration of D.P. 231320

* Now being the whole of the land comprised in Certificate of Title Vol. 10820 Fol. 1 to Vol. 10821 Fol. 36 inclusive comprising Vol. 10467 Fol. 226 and 227 and Vol. 10522 Fol. 57

10522 - 44
10820 - 11
10821 - 26
D.P. 231320
10467 - 227

THIS is the annexure marked with the letter "B" mentioned and referred to in the Memorandum of Transfer and Grant of Easement made the 4th day of February, 1967 between Thomas Michael O'Neil and Mainline Constructions Pty. Limited.

M J O'Neil
Solicitor for the Transferee

K637796

Registered:

C.A.:

Title System:

Purpose:

Ref. Map:

Last Plan:

PLAN OF Drainage Easement in Lots 1, 2 & 3, D.P. 238754, 73/454

Scale: *250 feet to an inch*

Mun. Shire:

City: *Nindoroo*

Locality: *Richmond*

Parish: *Ham. Commr.*

County: *Cumberland*

I, *Keith Joseph Austin, of Austin & Byrnes, 401 Chapel Rd, Bankstown*

a name as registered under the Surveyors Act, 1929, or under any other law, hereby certify that the survey represented in this plan is accurate and has been made (1) by me or (2) under my immediate supervision in accordance with the provisions of the Surveyors Act, 1929, and was completed on *1.3.77*

Signature: *Keith Austin*

St. register registered under Surveyors Act, 1929, as amended.

Statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user (Signatures and Seals to appear in panel provided.)

It is intended to create a Drainage Easement 50' wide over Lots 1, 2 & 3 pursuant to Section 88A as amended of the Conveyancing Act in terms of the accompanying instrument signed by the Council Clerk.

OFFICE USE ONLY.

submitted in any form other than this

WARNING: CEASING OR FOLDING WILL LEAD TO REJECTION.

I have date of survey

SIGNATURES AND SEALS ONLY.

The Common Seal of Manning Constructions Pty Limited was hereunto affixed by authority of the Board of Directors and in the presence of

[Signature]
Secretary

[Signature]
Director

Council Clerk's Certificate.

I hereby certify that—

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

(b) the requirements of section 34B of the Metropolitan Water Sewerage and Drainage Act, 1924, as amended

have been complied with by the applicant in relation to the proposed

..... (type "new road" or "distribution" or put herein)

Submission No.

Date

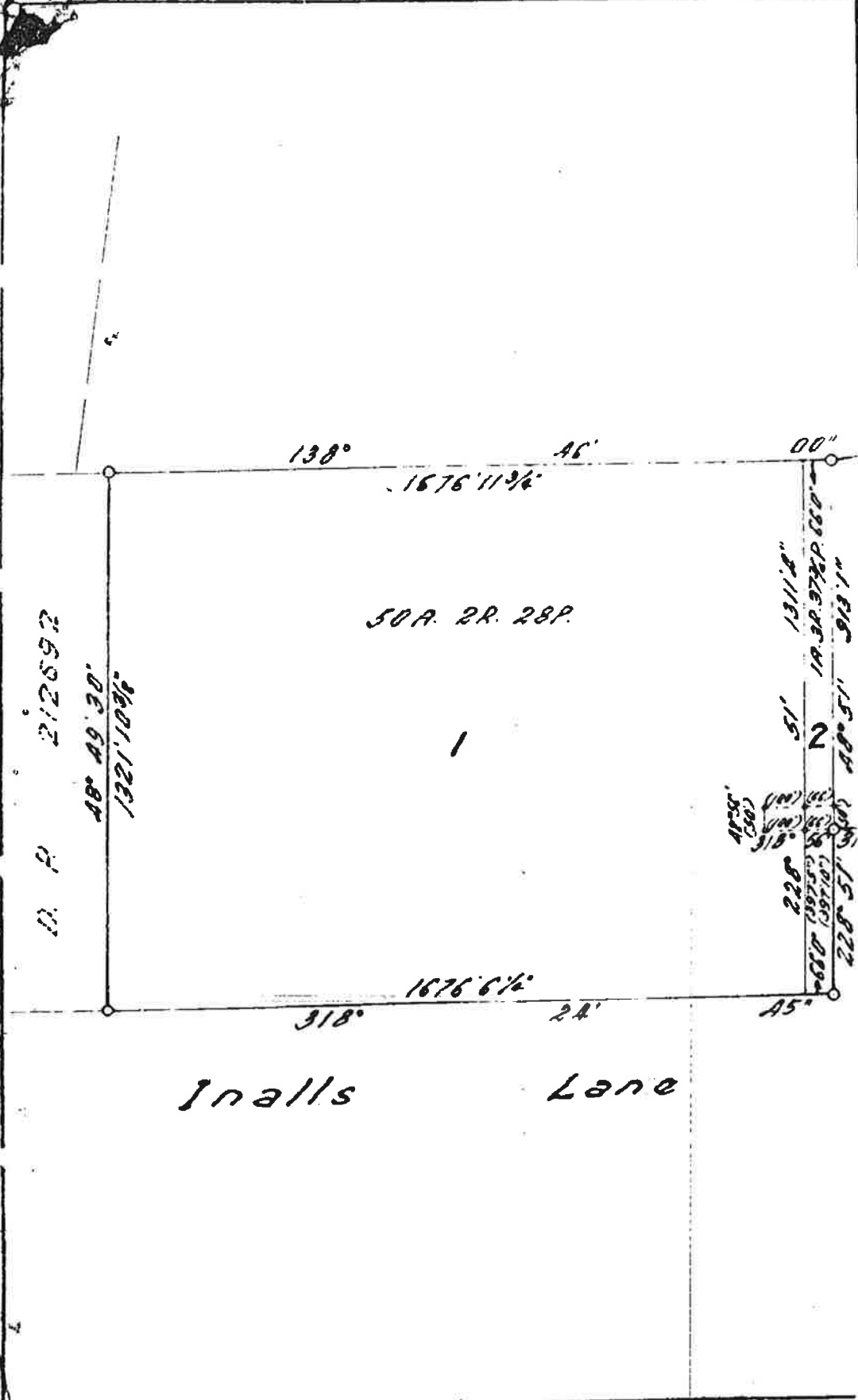
(Signature)

Council Clerk

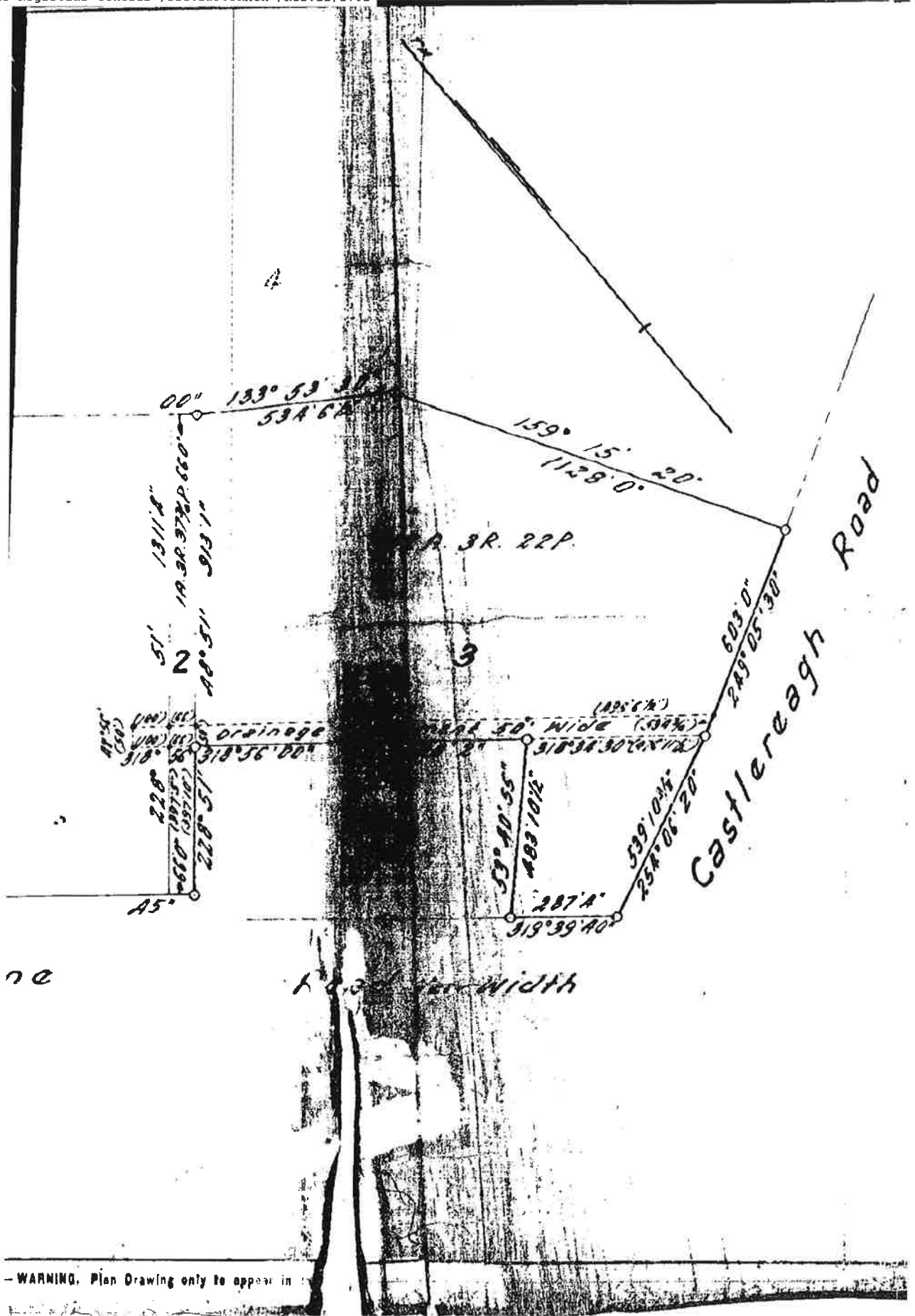
*NOTE—This part of certificate to be deleted where the application is only for the application of a new road or where the land to be subdivided is wholly outside the area of operation of the Metropolitan Water Sewerage and Drainage Board.

Plan Form 9 - To be used where it is intended to dedicate public roads or public reserves or create drainage reserves, etc

WARNING: Plan Drawing only to appear in this form.



WARNING: Plan Drawing only



- WARNING. Plan Drawing only to appear in

115683

Transfer & grant of Easement for Drainage

11.3.68 L 115683

Particulars entered in Register Book
on 29th July 1968
at 4 P.M.

J. Watson
Registrar General



EXTRA FEES
[Handwritten notes and scribbles]

①

'67 APR 10 AM 11:36

2115683A

②

K.637797



NEW SOUTH WALES
 \$=0300
 Lodgment
 Instrument

Cont. 8-0
 East 4-0
 South 3-0
 East 1-0

W/16-0

10/4/6
 1/10/4/6
 1/10/4/6

New South Wales

MEMORANDUM OF TRANSFER AND GRANT OF EASEMENT

(Real Property Act, 1900)

I, SAFAH BUCHANAN of Richmond in the State of New South Wales, Widow (hereinafter called "the Transferor") being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however to such encumbrances liens and interests as are noted hereunder, in consideration of ONE DOLLAR (\$1.00) (the receipt whereof is hereby acknowledged) paid to me by MAINLINE CONSTRUCTIONS PTY. LIMITED a Company duly registered and carrying on business in the State of New South Wales the registered office being at 30-36 Bay Street Double Bay (Hereinafter called "the Transferee") do hereby transfer and grant to the said Transferee and its successors in title out of all such of my estate and interest in the land mentioned in the schedule following:

COUNTY	PARISH	REFERENCE TO TITLE			DESCRIPTION OF LAND (IF PART ONLY)
		WHOLE OR PART	VOL.	FOL.	
CUMBERLAND	HAM COMMON	WHOLE NOW BEING	53 10452	32 130	Being that part of Lot 2 in D.P. 230454 described as Drainage Easement 50 feet wide.

This was covering present map fragment
 in plan signed with T.P. 230454
 10/4/6
 1/10/4/6
 1/10/4/6

FULL AND FREE RIGHT to the uninterrupted passage and flow of water over through and under all that piece of land shown in Lot 2 on Deposited Plan Number 230454 described as Drainage Easement 50 feet wide (the said easement being appurtenant to the land comprised in the Certificate of Title referred to in the annexure hereto marked "A" or any part or parts thereof). **B**

AND to make lay out construct and use and maintain on the said strip of land such channels cuttings drains pipes and other work as in the opinion of the Transferee or its successors may be required for such drainage and passage AND to dig out and use any part of the clay sand gravel stone or earth from the said strip of land or from any part thereof for the making laying out or constructing of such works

L115683 A

3

AND to leave all or any part of the clay sand gravel stone or earth dug out as aforesaid upon the said strip of land or upon any part thereof AND to remove and carry away any part of the clay sand gravel stone or earth dug out as aforesaid AND to carry out and maintain all the above works at the cost of the Transferee and without expense to the Transferor AND for the Transferee with servants workmen and others at all reasonable times on notice (except in the case of an emergency) to enter into and upon the servient tenement and take all such reasonable steps and measures as may be necessary to test inspect cleanse repair maintain alter or replace such of the said drain as exclusively serves the dominant tenements, causing as little disturbance as possible and making good at its own cost all damage caused

AND IT IS HEREBY AGREED AND DECLARED that the said Transferee will at its own expense immediately upon the commencement of the excavation of the said drain erect a fence on all that part of the land of the Transferor abutting upon that part of the drain shown on the plan in Deposited Plan Number 230454.

AND THE TRANSFEREE HEREBY UNDERTAKES for itself its successors and assigns to keep and maintain in good and sufficient condition the said fence and the said drain at all times and at its own expense.

ENCUMBRANCES &c. REFERRED TO

SIGNED at Sydney the 14th day of March 1967

SIGNED in my presence by the transferor SARAH BUCHANAN who is personally known to me: } S. Buchanan

[Handwritten signature]
Director

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

THE COMMON SEAL of MAINLINE CONSTRUCTIONS PTY. LIMITED was hereto affixed by authority of the Board of Directors previously given and in the presence of:

[Handwritten signature]
Secretary



MARQUA JACKSON

K637797 - New K115053A

Marqua Jackson
11/12/11



Based on 6/8/11

~~15683A~~
re-numbered

L15683A

"A"

The land to which the benefit of this Easement is appurtenant is the whole of the land in Certificate of Title Volume 10467 Folio 226, the whole of the land in Certificate of Title Volume 10522 Folios 51-179 inclusive and part of the land in Certificate of Title Volume 10467 Folio 227 being the residue after the registration of D.P. 231320. *HC*

*Not being the whole of the land comprised in Certificates of Title Vols. 10820 Folio 1 to Vol. 10831 Folio 36 inclusive as shown in Vols. 10667 Folio 336 and 107 and Vol. 10522 Folio 51

10 830-11
10 831-25

THIS is the annexure marked with the letter "A" mentioned and referred to in the Memorandum of Transfer and Grant of Easement made the 14th day of March, 1967 between SARAH BUCHANAN and MAINLINE CONSTRUCTIONS PTY. LIMITED.

My cell
Solicitor for the Transferee

K697797 - New L115683A

Transfer & grant of an Easement for drainage

1936

10/10/1967-28/6/77

Particulars entered in Register Book
on 29th July 1968
at 4.20 p.m.

Jaworski
Registrar General



THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED ON EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE



R.P. 13A. No. New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



(Trusts must not be disclosed in the transfer.)

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

RELOADED
12-0017 OCT 1367

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

7-25

20
25881

MAINLINE CONSTRUCTIONS PTY. LIMITED of 32 Bay Street

Double Bay

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **TWENTY THOUSAND TWO HUNDRED & SEVENTY DOLLARS** -----

(£\$20,270.00 (the receipt whereof is hereby acknowledged) paid to it by

MAXWELL CLEMENT BRADLEY AND CORNELIUS MARIA BAKKER

do hereby transfer to

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

MAXWELL CLEMENT BRADLEY AND CORNELIUS MARIA BAKKER BOTH OF NOUMEA HOTEL, NOUMEA, NEW CALEDONIA BOTH HOTEL KEEPER AS JOINT TENANTS

(herein called transferee)

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

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being situate in the land shown in the annexed hereto" or "being residue of the land in Certificate (or grant) registered Vol. Fol."

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

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	HAM COMMON	WHOLE	10452	129	RESERVING nevertheless to the Transferor and the Housing Commission of N.S.W. and their successors in title the full free and uninterrupted right to discharge water, from pipes and water works constructed by the Transferor on the property hereby transferred and adjoining property, and flowing from the land to which the benefit of this Easement is appurtenant, and the full free and uninterrupted flow discharge or running of water so coming or to come on to the property hereby transferred, through on or over the property hereby transferred through any and all pipes and water works PROVIDED THAT the Transferor or its successors in title shall upon reasonable request of the Transferee maintain cleanse and repair the said pipes and water works AND for the purposes of Section 88(1) of the Conveyancing Act 1919 IT IS HEREBY DECLARED as follows:
		1.	The land subject to the burden of this Easement is the whole of the land hereby transferred.		
		2.	The land to which the benefit of this Easement is appurtenant is the whole of the land in Certificate of Title Volume 9515 Folio 250.		
		3.	The persons who may release vary or modify this Easement are the Proprietors for the time being of the land described in Certificate of Title Volume 9515 Folio 250.		
			the Council of the Municipality of Windsor or other the proprietor for the time being of the land in Certificate of Title Vol. 10322 Folios 52 to 168 inclusive. The Housing Commission of New South Wales and Certificate of Title Vol. 10522 Fol. 169 the Council of the Municipality of Windsor respectively".		

2. in regard to Vol. 10467 Folio 226 and 227 and Vol. 10522 Folio 51

L115685

~~XXXXXX~~ with the transferor

(in regard to Fol 51 only)

2. The land to which the benefit of this Easement is appurtenant is the whole of the land in Certificate of Title Volume 10457 Folio 226, the whole of the land in Certificates of Title Volume 10522 Folios 51-179 inclusive and part of the land in Certificate of Title Volume 10467 Folio 227 being the residue after the registration of D.P. 231320.
3. The persons who may release, vary or modify this Easement are the proprietors for the time being of the land described in Certificate of Title Volume 10467 Folio 226 and Volume 10522 Folios 51-179 inclusive and part of Volume 10467 Folio 227 being the residue after the registration of D.P. 231320.

d Strike out if unnecessary, or suitably adjust.

- (i) if any easements are to be created or any exceptions to be made, or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 85 of the Conveyancing Act, 1919-1954.

ENCUMBRANCES, &c., REFERRED TO.

N I L

* A very short note will suffice.

K 1165-2 51-127

L115685 3

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

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

Execution may be proved where the parties are resident:-

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part of the State of New South Wales, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

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

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

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

Signed at Sydney
THE COMMON SEAL OF MAINLINE CONSTRUCTIONS PTY. LIMITED was hereunto affixed by authority of the Board of Directors previously given and in the presence of:
[Signature]
Secretary.

8th day of May 1967.



Signed in my presence by the transferee Maxwell Clement Bradley by his Attorney GORDON VIVIAN STEWART who is personally known to me:
[Signature] (PB RICHARDSON)
by [Signature]

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

MAXWELL CLEMENT BRADLEY by his Attorney Gordon Vivian Stewart

[Signature]
Transferree(s) whose names are to be entered in the Register
4.5.67

SIGNED in my presence by the transferee Cornelius Maria Bakker by his Attorney GORDON VIVIAN STEWART who is personally known to me:
[Signature] (PB RICHARDSON)
by [Signature]

CORNELIUS MARIA BAKKER by his Attorney Gordon Vivian Stewart

[Signature]

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.
(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Powers of Attorney registered Nos. 92697 & 92698 Miscellaneous Register under the authority of which he has just executed the within transfers.

Signed at SYDNEY the 8th day of May 1967.
Signed in the presence of - [Signature]

CERTIFICATE OF J.P. & C. TAKING DECLARATION OF ATTESTING WITNESS.

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

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

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

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

K-667469

LODGED BY H. HAMILTON MOON
SOLICITORS,
27 O'CONNELL STREET,
SYDNEY.
Dec: 25-5588.

FEES.
The Fees, which are payable on lodgment, are as follows:—
(a) £2 where the memorandum of Transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 5s. 0d. Where such Instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
(b) A supplementary charge of 10s. is made in each of the following—
(i) where a restrictive covenant is imposed; or
(ii) a new easement is created; or
(iii) a partial discharge of mortgage is endorsed on the transfer.
(c) Where a new Certificate of Title must issue the scale charges are—
(i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
(ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
(iii) as approved where more than one simple diagram, or an extensive diagram will appear.
Where the registering exceeds 15 folios, an amount of 5s. per folium extra fee is payable.

DOCUMENTS LODGED HERewith.
To be filled in by person lodging dealing.
1 2 FAS forwarded
2 _____ } Received Docs.
3 _____ } Nos.
4 _____ } Receiving Clerk.
5 _____ }
6 _____ } *(Signature)*

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

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

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

Dated at _____ this _____ day of _____ 19 ____
Signed in my presence by _____
_____ who is personally known to me.
Mortgagee.

INDEXED MEMORANDUM OF TRANSFER

Leaving a document
to be placed in the
for drainage

Checked by B
Particulars entered in Register Book
so far schedule on front page land
Volume _____ Folio _____

Passed (in E.D.B.) by _____
the 29th day of July 1988 at _____

Signed by _____
minutes past 4 o'clock in the after noon.
(Signature)
Registrar-General.

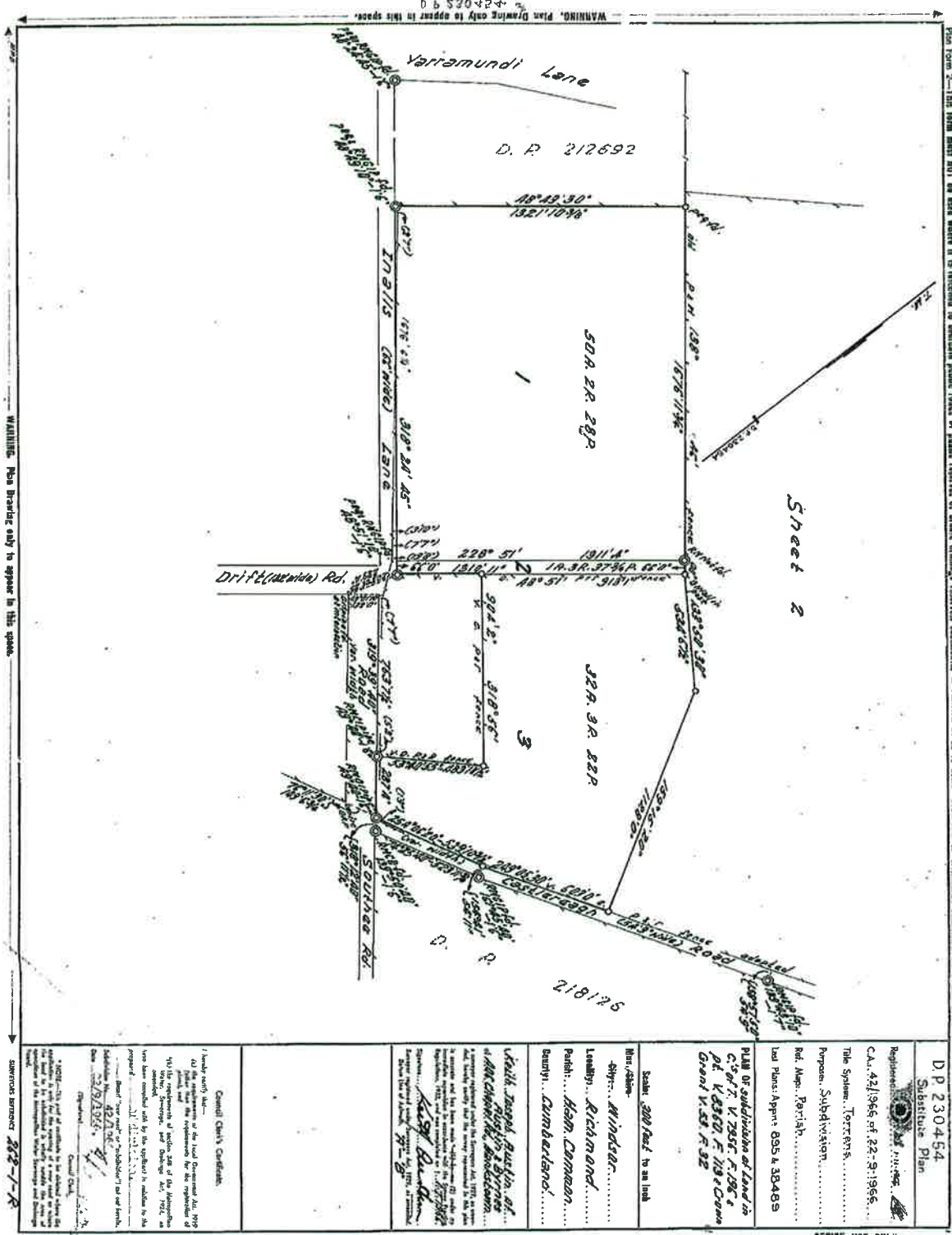
EXTRA FEES

PROGRESS RECORD.

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

Vol. _____ Fol. _____

30/23 K 1165 S 437



Plan Form 2—This form must NOT be used where it is intended to delineate public roads or public reserves or areas enclosing reserves, easements, or restrictions in its use—See Form 3. WARNING: CLEARING OR FOLDING WILL LEAD TO REJECTION.

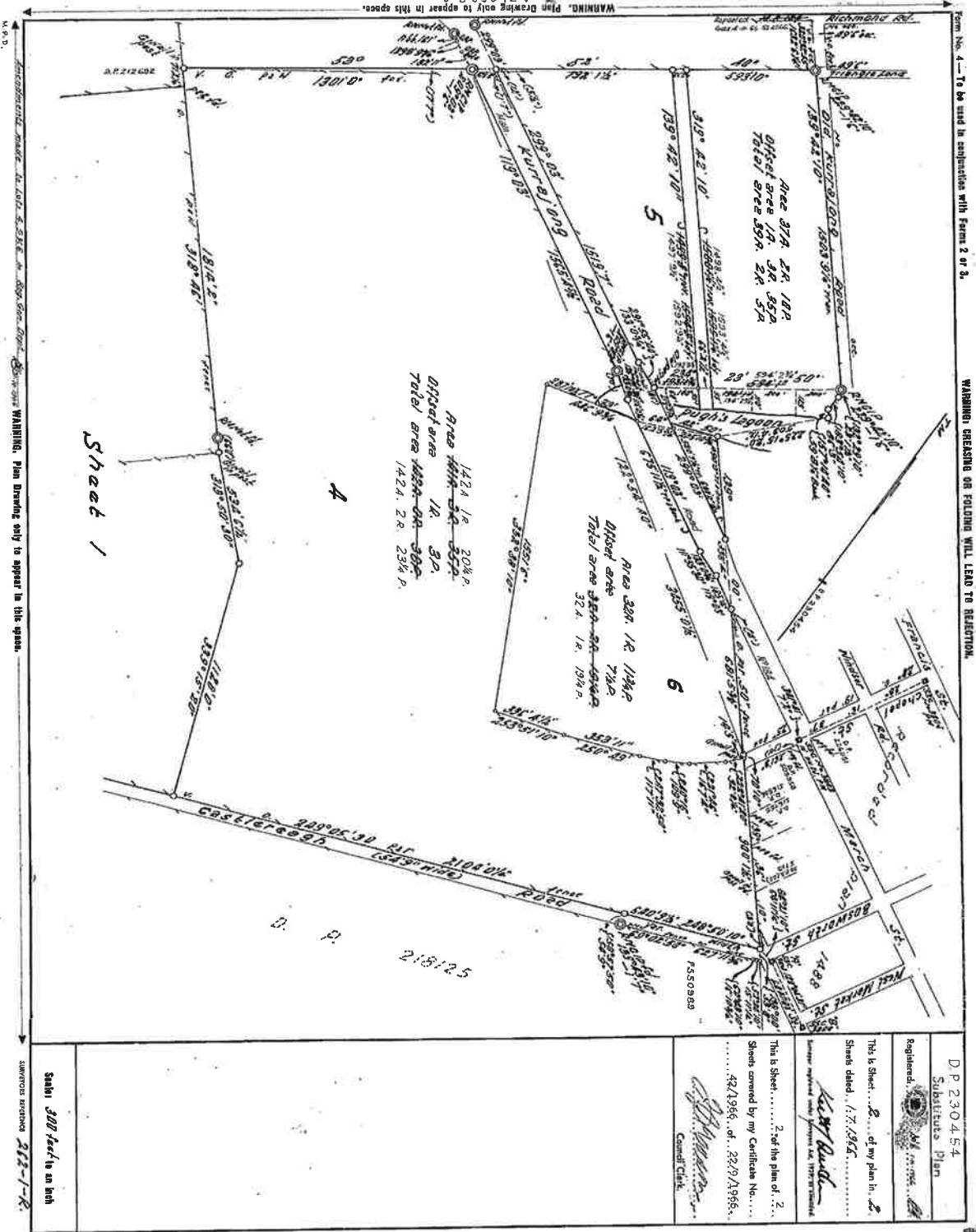
WARNING: Plan Brackets only to appear in this space.

I, the Registered Dealer, Registrar-General, for New South Wales, certify that this certificate is a photocopy made on a permanent record of a document in my custody this 17th day of June, 1972.

D P 230454		Substitute Plan	
Registered Plan No. 230454			
C.A. 42/1966 of 22-9-1966.			
The System, Tenements, Easements, Reserves, Subdivisions, etc.			
Proposed Subdivision			
Ref. Map: Parish of ...			
Lot Plans: Apts 095 & 30409			
PLAN OF SUBDIVISION OF LAND IN			
D.P. 230454, F. 103 of Comm			
Grant V. 33 R. 32			
Scale: 300 feet to an inch			
Bearing: Windsor			
Lambing: Richmond			
Parish: Main Concom			
County: Cumberland			
Kath. Chapel: Queen of the			
Anglican Chapel: St. Andrew's			
Other: ...			
Survey: ...			
Date of Issue: ...			

FEET INCHES.	METRES
1 6	0.487
1 7	0.483
2 0	0.533
3 10	0.762
3 10	1.178
6 7 1/4	1.578
7 7	2.013
13 2 3/4	2.511
19 8	4.083
19 9	5.929
54 11	16.976
56 11 1/2	17.361
66	20.117
77	23.647
85 10 1/2	25.585
102	48.424
102 6 3/4	49.927
167 7 3/4	51.089
229 4	69.901
287 4	97.579
983 10 1/2	197.485
923 12 1/2	199.709
529 10 3/4	154.559
539 10 3/4	164.560
594 9	185.086
603 7 1/2	282.793
804 2	223.250
1128	359.587
1310 11	399.694
1311 10 3/8	402.904
1516 6 1/4	311.921
1576 11 1/2	311.137
1576 11 3/4	511.132
11351 10 3/8	3950.908

CONVENTIONAL AREA IN	REGISTERED ORIGINALS DEPARTMENT
DP 230454 SH 1/2	
AC RD P	58 P
1 3 37 3/4 9037	
AC RD P	HM
32 3 22	13.331
50 2 28	20.251



Form No. 4 - To be used in conjunction with Form 2 or 3.

WARNING: CRASSING OR FOLDING WILL LEAD TO REJECTION.

WARNING: Plan Drawing only to appear in this space.

M.P.S.

WARNING: Plan Drawing only to appear in this space.

Scale: 300 feet to an inch

SAWYERS DRAWING 212-1-R

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made on a permanent record of a document in my custody this 17th day of June, 1977.

2

D P 230454
 Substitute Plan

Registered: *[Signature]*

This is Sheet 2 of my plan in 2
 Sheets dated 1/7/1966

[Signature]
 Registrar General

This is Sheet 2 of the plan of 2
 Sheets covered by my Certificate No. 42/1966 of 22/9/1966.

[Signature]
 Council Clerk

D P 530454 sheet 2

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 230454 SH 2/2

FEET INCHES	METRES
0	0.000
1	0.025
2	0.051
3	0.076
4	0.102
5	0.127
6	0.152
7	0.178
8	0.203
9	0.229
10	0.254
11	0.279
12	0.305
13	0.330
14	0.355
15	0.381
16	0.406
17	0.432
18	0.457
19	0.483
20	0.508
21	0.533
22	0.559
23	0.584
24	0.609
25	0.635
26	0.660
27	0.686
28	0.711
29	0.736
30	0.762
31	0.787
32	0.813
33	0.838
34	0.863
35	0.889
36	0.914
37	0.939
38	0.965
39	0.990
40	1.015
41	1.041
42	1.066
43	1.091
44	1.117
45	1.142
46	1.167
47	1.193
48	1.218
49	1.243
50	1.268
51	1.294
52	1.319
53	1.344
54	1.370
55	1.395
56	1.420
57	1.446
58	1.471
59	1.496
60	1.521
61	1.547
62	1.572
63	1.597
64	1.623
65	1.648
66	1.673
67	1.699
68	1.724
69	1.749
70	1.774
71	1.800
72	1.825
73	1.850
74	1.876
75	1.901
76	1.926
77	1.952
78	1.977
79	2.002
80	2.027
81	2.053
82	2.078
83	2.103
84	2.129
85	2.154
86	2.179
87	2.204
88	2.230
89	2.255
90	2.280
91	2.306
92	2.331
93	2.356
94	2.382
95	2.407
96	2.432
97	2.458
98	2.483
99	2.508
100	2.533

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 230454 SH 2/2 CONTD

FEET INCHES	METRES
101	2.558
102	2.584
103	2.609
104	2.634
105	2.659
106	2.685
107	2.710
108	2.735
109	2.761
110	2.786
111	2.811
112	2.837
113	2.862
114	2.887
115	2.913
116	2.938
117	2.963
118	2.989
119	3.014
120	3.039
121	3.064
122	3.090
123	3.115
124	3.140
125	3.166
126	3.191
127	3.216
128	3.242
129	3.267
130	3.292
131	3.318
132	3.343
133	3.368
134	3.393
135	3.419
136	3.444
137	3.469
138	3.494
139	3.520
140	3.545
141	3.570
142	3.596
143	3.621
144	3.646
145	3.672
146	3.697
147	3.722
148	3.748
149	3.773
150	3.798

I, Dunc Richardson, Registrar General for New South Wales, certify that this register is a photograph made on a permanent record of a document in my custody this 15th day of June, 1977.

3



No.

181789947

(1)

23 PM 2 59
New South Wales



(3)

R.P. 13A

Fees:-
Lodgment
Endorsement

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)

10-00

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

(Trusts must not be disclosed in the transfer.)

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

All blanks should be ruled up before signing.

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

I, HOBARTVILLE DEVELOPMENTS PTY. LIMITED a company duly incorporated in the State of New South Wales and having its registered office situate at 30-36 Bay Street, Double Bay in the said State

(herein called transferor)

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

TWO THOUSAND AND NINETY FIVE DOLLARS

(\$2,095.00) (the receipt whereof is hereby acknowledged) paid to it by

ROSETTA ARMITAGE

do hereby transfer to

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

ROSETTA ARMITAGE of 37 Eldrington Street, Braidwood *housewife*

(herein called transferee)

The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number 7") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. 7). Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

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

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	HAM COMMON	PART	10467	227	Lot 248 in Deposited Plan 235540
		WHOLE	10820	120	
			now being		

Handwritten signature
67/74927B

And the transferee covenant(s) with the transferor^d its successors and assigns:-

1. For the benefit of any adjoining land owned by the Transferor, but only during the ownership thereof by the Transferor its Successors and Assigns other than purchasers on sale, that no fence shall be erected on the property hereby transferred to divide it from such adjoining land without the consent of the Transferor its Successors or Assigns, but such consent shall not be withheld if such fence is erected without expense to the Transferor its Successors or Assigns and in favour of any person dealing with the Transferee his Executors Administrators or Assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

2. That no fence or wall shall be erected or permitted to remain along the street frontage of the land hereby transferred nor along or within any side boundary extending from the front boundary to the front alignment of the main building erected or constructed on the land hereby transferred or to the front alignment of any main building on the land adjoining and having a common boundary with the land hereby transferred.

3. That no building or buildings shall be erected on the land hereby sold with external walls of sheet or corrugated fibro cement and that no such building shall have a roof of fibro cement.

And for the purposes of Section 88 of the Conveyancing Act, 1919 it is hereby agreed and declared that the benefit of the foregoing covenant shall be appurtenant to the whole of the land in Deposited Plan No. 231319 except the land hereby ~~transferred~~ ^{referred} and subject to the burden of the covenant is the land hereby ~~transferred~~ ^{referred} and the covenant may be released varied or modified by the Transferor its Successors or Assigns.

^d Strike out if unnecessary, suitably adjust.

- (i) if any easements are to be created or any exceptions to be made: or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO:

Easements for drainage appurtenant to the subject land in L115683, L115683A and L115685.

^e A very short note will suffice.

K 1165-2 St 137-2

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.
Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.
(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.
(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.
Strike out unnecessary words. Add any other matter necessary to show that the power is effective.
To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at Sydney the 19th day of March 1970.

Signed in my presence by the transferor—
~~WHO IS PERSONALLY KNOWN TO ME~~
THE COMMON SEAL OF HOBARTVILLE DEVELOPMENTS PTY. LIMITED was hereunto affixed by authority of the Board of Directors previously given and in the presence of:



[Signature]
Secretary.

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

Signed in my presence by the transferee }
WHO IS PERSONALLY KNOWN TO ME
Alan King J.P.

R. Anning
Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.
(To be signed at the time of executing the within instrument.)

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

Signed at the day of 19 .
Signed in the presence of—

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

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

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

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

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

No. **L789947**

Lodged by **THE SHAW & CO.**
 Address **7th floor, Wynyard House
 291 George Street
 Sydney**
 Phone No. **telephone 297736/7
 200615**

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

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

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

Dated at *Goulburn* this *Eighteenth* day of *March* 19*70*
 Signed in my presence by
Alan Burns J.P.
 who is personally known to me

Mortgagee. *R Armitage*

M.P.D.

DOCUMENTS LODGED HEREWITH
 To be filled in by person lodging dealing

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Hawkesbury City Council



Planning Certificate

Issued under Section 10.7 *Environmental Planning and Assessment Act, 1979*

venessa@countrylaneconvey.com.au

Country Lane Conveyancing
PO Box 856
WINDSOR NSW 2756

Certificate Number PC2578/21
Date of Endorsement 24 June 2021
Your Reference 21/2762

Location

Land Description Lot 248 DP 235540, 52 Londonderry Road HOBARTVILLE NSW 2753

The following information is only applicable as of the date of this certificate and is provided pursuant to Section 10.7 of the *Environmental Planning and Assessment Act 1979*, as prescribed by Schedule 4 of the *Environmental Planning and Assessment Regulation 2000*.

Information pursuant to Section 10.7(2) of the Act

1 Names of relevant planning instruments and Development Control Plans

1.1 The land is affected by the following environmental planning instruments:

Hawkesbury Local Environmental Plan 2012

Sydney Regional Environmental Plan No 20 - Hawkesbury Nepean River (No 2 - 1997)

SREP No 20 (No 2 - 1997) was gazetted on 6 November 1997, and is accompanied by the 'Hawkesbury-Nepean Action Plan 1997' and 'Codes of Practice for Consultation'.

The aim of *SREP No 20 (No 2 - 1997)* is to protect the environment of the Hawkesbury-Nepean River system by ensuring that the impacts of future land uses are considered in a regional context.

SREP No 20 (No 2 - 1997) requires development consent for the purpose of caravan parks or camping grounds; composting facilities or works; buildings works or land uses within conservation area sub-catchments; remediation of contaminated land; filling; certain activities in relation to items of non-aboriginal heritage; intensive horticulture industries; some intensive animal industries; manufactured home estates; marinas; recreational facilities; land uses in or near the river; land uses in riverine scenic areas; sewerage systems or works.

Development for extractive industries is prohibited in some areas. Consent of Council and the concurrence of the Director-General is required for maintenance dredging and extractive operations carried out downstream of the Wallacia Bridge as a consequence of, and ancillary to, works for flood mitigation, bank stabilisation, the construction of bridges or other instream structures (such as marinas) or the licensed or unlicensed withdrawal of water where extraction is necessary to carry out the works. Some intensive animal industries and potentially hazardous or offensive industries are prohibited if carried out on a floodway. Development in mapped wetlands requires the consent of Council and the concurrence of the Director-General of Urban Affairs and Planning.

366 George Street (PO Box 146) WINDSOR NSW 2756 | Phone: (02) 4560 4444 | Facsimile: (02) 4587 7740 | DX: 8601 WINDSOR
Hours: Monday to Friday 8:30am - 5pm | Email: council@hawkesbury.nsw.gov.au | Website: www.hawkesbury.nsw.gov.au



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Sydney Regional Environmental Plan No 9 - Extractive Industry (No 2 - 1995)

Identifies regionally significant extractive resources within the Sydney Region to facilitate their utilisation. The plan ensures extraction is carried out in an environmentally acceptable manner and prohibits extraction from certain environmentally sensitive areas. It ensures that decisions on future urban expansion take into account the ability to realise the full potential of important deposits.

State Environmental Planning Policy No 19 - Bushland in Urban Areas

Protects and preserves bushland within certain urban areas, as part of the natural heritage or for recreation, educational and scientific purposes. The SEPP is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

State Environmental Planning Policy No 21 - Caravan Parks

Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the *Local Government Act 1993*, are also permitted. The specific kinds of movable dwellings allowed under the *Local Government Act* in caravan parks and camping grounds are subject to the provisions of the Caravan Parks Regulation. The SEPP ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing caravan parks. It also enables, with the council's consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.

State Environmental Planning Policy No 33 - Hazardous and Offensive Development

Provides definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must carefully consider the specifics of the case, the location and the way in which the proposed activity is to be carried out. The SEPP also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the SEPP. For example, any application to carry out a potentially hazardous or potentially offensive development is to be advertised for public comment, and applications to carry out potentially hazardous development must be supported by a preliminary hazard analysis (PHA). The SEPP does not change the role of councils as consent authorities, land zoning, or the designated development provisions of the *Environmental Planning and Assessment Act 1979*.

State Environmental Planning Policy No 50 - Canal Estate Development

Bans new canal estates from the date of gazettal, to ensure coastal and aquatic environments are not affected by these developments.

State Environmental Planning Policy No 55 - Remediation of Land

Introduces state-wide planning controls for the remediation of contaminated land. The SEPP states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The SEPP makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals.

State Environmental Planning Policy No 64 - Advertising and Signage

Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish.

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State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development

Raises the design quality of residential flat development across the state through the application of a series of design principles. Provides for the establishment of Design Review Panels to provide independent expert advice to councils on the merit of residential flat development.

State Environmental Planning Policy No 70 - Affordable Housing (Revised Schemes)

Extends the life of affordable housing provisions relating to: *Sydney Regional Environmental Plan No. 26 - City West*, *Willoughby Local Environmental Plan 1995* and *South Sydney Local Environmental Plan 1998*. Schemes such as these are helping to provide affordable housing in areas undergoing significant redevelopment.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

This SEPP operates in conjunction with *Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004* to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental planning instruments and development control plans, and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX.

State Environmental Planning Policy (State Significant Precincts) 2005

Defines certain developments that are major projects under Part 3A of the *Environmental Planning & Assessment Act 1979* and determined by the Minister for Planning. The SEPP also lists State significant precincts.

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

The SEPP aims to provide for the proper management and development of mining, petroleum and extractive material resources for the social and economic welfare of the State. The SEPP establishes appropriate planning controls to encourage ecologically sustainable development.

State Environmental Planning Policy (Repeal of Concurrence and Referral Provisions) 2004

Amends various environmental planning instruments so as to omit provisions requiring consent authorities to obtain certain concurrences or refer matter to various persons or bodies.

State Environmental Planning Policy (State and Regional Development) 2011

The aims of this SEPP are to identify development that is State significant development, to identify development that is State significant infrastructure and critical State significant infrastructure, to confer functions on joint regional planning panels to determine development applications.

State Environmental Planning Policy (Repeal of Concurrence and Referral Provisions) 2008

Removes duplicative or unnecessary requirements in environmental planning instruments which require concurrence from or referral to government agencies.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Aims to provide streamlined assessment processes for development that complies with specified development standards.

State Environmental Planning Policy (Affordable Rental Housing) 2009

Aims to provide a consistent planning regime for the retention and provision of affordable rental housing.

Hawkesbury City Council



State Environmental Planning Policy (Infrastructure) 2007

Provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency.

State Environmental Planning Policy (Integration and Repeals) 2016

This SEPP repealed a number of SEPPs and deemed SEPPs including State Environmental Planning Policy No 32-Urban Consolidation (Redevelopment of Urban Land) and Sydney Regional Environmental Plan No 19-Rouse Hill Development Area.

State Environmental Planning Policy (Vegetation in Non-Urban Areas)

The aim of this Policy is to protect the biodiversity values and the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

State Environmental Planning Policy (Concurrences) 2018

This Policy identifies the circumstances in which the Planning Secretary may elect to act in the place of a person whose concurrence to development is required to be obtained and has failed to inform a consent authority of the decision concerning concurrence within the time allowed for doing so.

State Environmental Planning Policy (Primary Production and Rural Development) 2019

This Policy facilitates the orderly economic use and development of lands for primary production, and encourages sustainable agriculture, including sustainable aquaculture. It aims to reduce land use conflict and sterilisation of rural land by balancing primary production, residential development and the protection of native vegetation, biodiversity and water resources. The Policy provides development controls and the matters for consideration for development applications involving or affecting certain agricultural uses.

State Environmental Planning Policy (Koala Habitat Protection) 2021

Encourages the conservation and management of areas of natural vegetation that provides habitat for koalas to ensure a permanent free-living population over their present range and reverse the current trend of koala population decline. The SEPP provides the requirements and considerations for the conservation and management of koala habitat, including requirements for the development of land that may provide koala habitat and the preparation of koala plans of management.

The land may be affected by the following environmental planning instrument:

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the State by providing a consistent planning regime including the establishment of consistent assessment requirements, design considerations and consultation for these types of development.

- 1.2 The land is affected by the following proposed environmental planning instruments that are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979* (excludes instruments where Council has been notified that the making of the proposed instrument has been deferred indefinitely or has not been approved):

Draft State Environmental Planning Policy - Integrating Land Use and Transport

Draft State Environmental Planning Policy (Application of Development Standards) 2004

Draft State Environmental Planning Policy (Competition) 2010

Hawkesbury City Council



Draft State Environmental Planning Policy (Environment) 2017

Amendment to State Environmental Planning Policy No. 55 – Remediation of Land

Draft State Environmental Planning Policy (Housing Diversity)

Draft State Environmental Planning Policy – Cumberland Plain Conservation Plan

Draft State Environmental Planning Policy – Design and Place

Amendment to State Environmental Planning Policy (Primary Production and Rural Development) 2019 – Agritourism and small-scale agriculture development

Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 – Agritourism and small-scale agriculture development

- 1.3 The land is affected by the following Development Control Plans:

Hawkesbury Development Control Plan 2002

Note: In this section a proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2 Zoning and land use under relevant Local Environmental Plans

- 2.1 The land is zoned:

R3 Medium Density Residential under *Hawkesbury Local Environmental Plan 2012*.

- 2.2 Development permitted without development consent:

Under the provisions of *Hawkesbury Local Environmental Plan 2012* the purposes for which development may be carried out within the zone without development consent are referred to in the Land Use Table Annexure.

- 2.3 Development requiring development consent:

Under the provisions of *Hawkesbury Local Environmental Plan 2012* the purposes for which development may be carried out within the zone without development consent are referred to in the Land Use Table Annexure.

- 2.4 Development that is prohibited:

Under the provisions of *Hawkesbury Local Environmental Plan 2012* the purposes for which the carrying out of development is prohibited within the zone are referred to in the Land Use Table Annexure.

The following special provisions of *Hawkesbury Local Environmental Plan 2012* may apply to the subject land:

- Clause 2.5 Additional permitted uses for particular land.
- Clause 2.6 Subdivision - consent requirements.
- Clause 2.7 Demolition requires development consent.
- Clause 2.8 Temporary use of land.
- Part 3 Exempt and complying development.
- Clause 4.2 Rural subdivision.
- Clause 4.2A Residential development and subdivision prohibited on certain land.
- Clause 5.1 Relevant acquisition authority.
- Clause 5.1A Development on land intended to be acquired for public purposes.
- Clause 5.3 Development near zone boundaries.
- Clause 5.7 Development below mean high water mark.

Hawkesbury City Council



- Clause 5.8 Conversion of fire alarms.
- Clause 5.10 Heritage conservation.
- Clause 5.11 Bush fire hazard reduction.
- Clause 5.12 Infrastructure development and use of existing buildings of the Crown.
- Clause 6.1 Acid sulfate soils.
- Clause 6.2 Earthworks.
- Clause 6.11 Residential accommodation at Johnston and New Streets, Windsor.
- Clause 6.12 Certain development at Richmond Lowlands.

These special provisions may alter the development shown in the Land Use Table which may be carried out with or without development consent and prohibited land uses. Please refer to the above mentioned provisions of *Hawkesbury Local Environmental Plan 2012* to determine applicability.

- 2.5 Has Council adopted any development standards providing fixed minimum land dimensions for the erection of a dwelling house on the land?

No.

- 2.6 Does the land include or comprise critical habitat?

No.

- 2.7 Is the land in a conservation area under *Hawkesbury Local Environmental Plan 2012* or a proposed instrument referred to in section 1 of this certificate (other than a SEPP or proposed SEPP)?

No.

- 2.8 Is an item of environmental heritage under *Hawkesbury Local Environmental Plan 2012* or a proposed instrument referred to in section 1 of this certificate (other than a SEPP or proposed SEPP) situated on the land?

No.

Note: The land may also be subject to a proposed environmental planning instrument (see section 1.2 of this certificate) that may change the information given in this section of the certificate.

2A Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 Vineyard Precinct Plan*

- 2A.1 The land is zoned:

Not Applicable - See Question 2.1.

- 2A.2 Development permitted without development consent:

Not Applicable - See Question 2.2.

- 2A.3 Development requiring development consent:

Not Applicable - See Question 2.3.

- 2A.4 Development that is prohibited:

Not Applicable - See Question 2.4.

- 2A.5 Does the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* contain any development standards providing fixed minimum land dimensions for the erection of a dwelling house on the land?

Not Applicable - See Question 2.5.

Hawkesbury City Council



2A.6 Does the land include or comprise critical habitat?

Not Applicable - See Question 2.6.

2A.7 Is the land in a conservation area under the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*?

Not Applicable - See Question 2.7.

2A.8 Is an item of environmental heritage under the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*?

Not Applicable - See Question 2.8.

Note: The land may also be subject to a proposed environmental planning instrument (see section 1.2 of this certificate) that may change the information given in this section of the certificate.

3 Complying Development under each of the codes for complying development because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3), and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

3.1 Housing Code.

Can complying development under the Housing Code be carried out on the subject land?

Yes.

3.2 Housing Alterations Code.

Can complying development under the Housing Alterations Code be carried out on the subject land?

Yes.

3.3 Commercial and Industrial Alterations Code.

Can complying development under the Commercial and Industrial Alterations Code be carried out on the subject land?

Yes.

3.4 Subdivisions Code.

Can complying development under the Subdivisions Code be carried out on the subject land?

Yes.

3.5 Rural Housing Code.

Can complying development under the Rural Housing Code be carried out on the subject land?

Yes.

3.6 General Development Code.

Can complying development under the General Development Code be carried out on the subject land?

Yes.

Hawkesbury City Council



3.7 Demolition Code.

Can complying development under the Demolition Code be carried out on the subject land?

Yes.

3.8 Commercial and Industrial (New Buildings and Additions) Code.

Can complying development under the Commercial and Industrial (New Buildings and Additions) Code be carried out on the subject land?

Yes.

3.9 Container Recycling Facilities Code.

Can complying development under the Container Recycling Facilities Code be carried out on the subject land?

Yes.

3.10 Fire Safety Code.

Can complying development under the Fire Safety Code be carried out on the subject land?

Yes.

3.11 Greenfield Housing Code.

Can complying development under the Greenfield Housing Code be carried out on the subject land?

Yes.

3.12 Low Rise Housing Diversity Code

Can complying development under the Low Rise Housing Diversity Code be carried out on the subject land?

Yes.

4 Repealed

4A Repealed

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 to the land being 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 *Local Government Act 1993*)?

No.

Note: 'Existing coastal protection works' are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of Section 553B of the *Local Government Act 1993*.

5 Mine Subsidence

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

No.

Hawkesbury City Council



6 Road widening and road realignment

Is the land affected by road widening or road re-alignment under Division 2 of Part 3 of the *Roads Act 1993*, or any environmental planning instruments, or any resolution of Council?

No.

7 Council and other public authority policies on hazard risk restrictions

Has Council adopted a policy or has any other public authority notified Council for the purpose of planning certificates of a policy that restricts the development of the land because of the likelihood of:

a) Landslip.

No.

b) Bushfire risk.

No.

c) Tidal inundation.

No.

d) Subsidence.

No.

e) Acid sulfate soils.

Yes.

f) Any other risk (other than flooding)?

No.

7A Flood Related Development Controls Information

a) Is the land or part of the land subject to flood related development controls for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing)?

The land is not subject to riverine flood related development controls.

b) Is the land or part of the land subject to flood related development controls for any other purpose not included in a) above?

The land is not subject to riverine flood related development controls.

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

The above responses are provided in relation to the flood related development controls of *Hawkesbury Local Environmental Plan 2012* or *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* as applicable. Some State or Regional planning instruments may contain flood related development controls which affect the land. These include, but are not necessarily restricted to, *State Environmental Planning Policy (Exempt and Complying Development Code) 2008*, *State Environmental Planning Policy No 30 - Intensive Agriculture*, *State Environmental Planning Policy (Infrastructure) 2007*, *State Environmental Planning Policy No 62 - Sustainable Aquaculture*, *State*

Hawkesbury City Council



Environmental Planning Policy (Sydney Region Growth Centres) 2006, Sydney Regional Environmental No 9 – Extractive Industry (No 2 – 1995), and Sydney Regional Environmental Plan No 20 – Hawkesbury – Nepean River (No 2 – 1997).

8. Land Reserved for Acquisition

Is the land affected by any environmental planning instrument, or proposed environmental planning instrument referred to in section 1 of this certificate, which makes provision for the acquisition of the land by a public authority, as referred to in Section 3.15 of the *Environmental Planning and Assessment Act 1979*?

No.

9 Contributions Plans

The *Hawkesbury Section 94 Contributions Plan 2015* applies to the subject land.

The *Hawkesbury Section 94A Contributions Plan 2015* applies to the subject land.

9A Biodiversity certified land

Is the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

No.

Note: Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

10 Biodiversity stewardship sites

Has Council been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

No.

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

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.

11 Bush fire prone land

Is the land bush fire prone land (as defined by the *Environmental Planning and Assessment Act 1979*)?

None of the land is bush fire prone.

12 Property Vegetation Plans

Has Council been notified that the land is land to which a property vegetation plan under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies?

No.

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13 Orders under *Trees (Disputes Between Neighbours) Act 2006*

Has Council been notified whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land?

No.

14 Directions under Part 3A

Is the land subject to an in force direction under Section 75P(2)(c1) of the *Environmental Planning and Assessment Act 1979*?

No.

15 Site compatibility certificates and conditions for seniors housing

15.1 Is the land subject to a current site compatibility certificate (seniors housing), of which Council is aware, issued under *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*?

No.

15.2 Has Council granted a development consent after 11 October 2007 in respect of the land, setting out any terms of a kind referred to in clause 18(2) of the *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*?

No.

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

Is the land subject to a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which Council is aware?

No.

17 Site compatibility certificates and conditions for affordable rental housing

17.1 Is the land subject to a current site compatibility certificate (affordable rental housing), of which Council is aware?

No.

17.2 Is the land subject to a statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that has been imposed as a condition of consent to a development application?

No.

18 Paper subdivision information

18.1 Is the land subject to a development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot?

No.

18.2 Is the land subject to a subdivision order?

No.

Note: Words and expressions used in this section have the same meaning as they have in Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

Hawkesbury City Council



19 Site verification certificates for biophysical strategic agricultural lands

Is the land subject to a current site verification certificate (biophysical strategic agricultural land), of which Council is aware?

No.

Note: A site verification certificate sets out the relevant State Government department Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

20 Loose-fill asbestos insulation

Does the land contain any residential premises that is listed on the Loose-Fill Asbestos Insulation Register (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*)?

No.

21 Affected building notices and building product rectification orders

21.1 Is the land subject to an in force affected building notice (within the meaning of Part 4 of the *Building Products (Safety) Act 2017*), of which Council is aware?

No.

21.2 (a) Is the land subject to an in force affected building product rectification order (within the meaning of the *Building Products (Safety) Act 2017*) that has not been fully complied with?

No.

(b) Is the land subject to a notice of intention to make a building product rectification order (within the meaning of the *Building Products (Safety) Act 2017*), of which Council is aware has been given, and that is outstanding?

No.

22 State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

Not Applicable

Additional Matters

Certain prescribed matters under Section 59(2) of the *Contaminated Land Management Act 1997 (CLMA1997)*.

a) Is the land significantly contaminated land within the meaning of the CLMA 1997?

No.

b) Is the land subject to a management order within the meaning of the CLMA 1997?

No.

Hawkesbury City Council



- c) Is the land subject to an approved voluntary management proposal within the meaning of the CLMA 1997?
No.
- d) Is the land subject to an ongoing maintenance order within the meaning of the CLMA 1997?
No.
- e) Is the land subject to a site audit statement within the meaning of the CLMA 1997?
No.

Enquiries

For any enquiries please contact Customer Service on (02) 4560 4444.

Chris Carloss

Authorised Officer | Hawkesbury City Council

~ (02) 4587 7740 | www.hawkesbury.nsw.gov.au



Land Use Table Annexure

Hawkesbury Local Environment Plan 2012

Land Use Table

Note: A type of development referred to in the Land Use Table is a reference to that type of development only to the extent it is not regulated by an applicable State Environmental Planning Policy. Please refer to the State Environmental Planning Policies (SEPPs) and Sydney Regional Environmental Plans (SREPs) listed in Question 1.1 of the Planning Certificate to determine if additional permissibility's or prohibitions apply to development under these Policies.

Zone RU1 Primary Production

1. Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To encourage diversity in primary industry enterprises and systems appropriate for the area.
- To minimise the fragmentation and alienation of resource lands.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage agricultural activities that do not rely on highly fertile land.
- To ensure that development occurs in a way that does not have a significant adverse effect on water catchments, including surface and groundwater quality and flows, land surface conditions and important ecosystems such as waterways.
- To promote the conservation and enhancement of local native vegetation including the habitat of threatened species, populations and ecological communities by encouraging development to occur in areas already cleared of vegetation.
- To ensure that development retains or enhances existing landscape values including a distinctive agricultural component.
- To ensure that development does not detract from the existing rural character or create unreasonable demands for the provision or extension of public amenities and services.

2. Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Extensive agriculture; Home occupations

3. Permitted with consent

Animal boarding or training establishments; Aquaculture; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Correctional centres; Crematoria; Dual occupancies (attached); Dwelling houses; Educational establishments; Entertainment facilities; Environmental facilities; Extractive industries; Farm buildings; Flood mitigation works; Food and drink premises; Forestry; Funeral homes; Health consulting rooms; Helipads; Heliports; Home-based child care; Home industries; Hospitals; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Landscaping material supplies; Moorings; Open cut mining; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Rural industries; Rural supplies; Rural workers' dwellings; Tourist and visitor accommodation; Truck depots; Veterinary hospitals; Water recreation structures; Water storage facilities

4. Prohibited

Any development not specified in item 2 or 3.

Hawkesbury City Council



Zone RU2 Rural Landscape

1. Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To maintain the rural landscape character of the land.
- To provide for a range of compatible land uses, including extensive agriculture.
- To minimise the fragmentation and alienation of resource lands.
- To minimise conflict between land uses in the zone and land uses in adjoining zones.
- To ensure that development occurs in a way that does not have a significant adverse effect on water catchments, including surface and groundwater quality and flows, land surface conditions and important ecosystems such as waterways.
- To ensure that development retains or enhances existing landscape values including a distinctive agricultural component.
- To preserve the river valley systems, scenic corridors, wooded ridges, escarpments, environmentally sensitive areas and other features of scenic quality.
- To ensure that development does not detract from the existing rural character or create unreasonable demands for the provision or extension of public amenities and services.

2. Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Extensive agriculture; Home occupations

3. Permitted with consent

Agriculture; Animal boarding or training establishments; Aquaculture; Boat sheds; Building identification signs; Business identification signs; Cemeteries; Charter and tourism boating facilities; Crematoria; Dual occupancies (attached); Dwelling houses; Educational establishments; Entertainment facilities; Environmental facilities; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Funeral homes; Helipads; Home-based child care; Home industries; Jetties; Landscaping material supplies; Moorings; Places of public worship; Plant nurseries; Recreation areas; Restaurants or cafes; Roads; Roadside stalls; Rural industries; Rural supplies; Rural workers' dwellings; Water recreation structures; Water storage facilities.

4. Prohibited

Any development not specified in item 2 or 3.

Zone RU4 Primary Production Small Lots

1. Objectives of zone

- To enable sustainable primary industry and other compatible land uses.
- To encourage and promote diversity and employment opportunities in relation to primary industry enterprises, particularly those that require smaller lots or that are more intensive in nature.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To ensure that development occurs in a way that does not have a significant adverse effect on water catchments, including surface and groundwater quality and flows, land surface conditions and important ecosystems such as waterways.

2. Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Extensive agriculture; Home occupations.

3. Permitted with consent

Animal boarding or training establishments; Aquaculture; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Dual

Hawkesbury City Council



occupancies (attached); Dwelling houses; Educational establishments; Entertainment facilities; Environmental facilities; Farm buildings; Flood mitigation works; Food and drink premises; Home-based child care; Home industries; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Landscaping material supplies; Moorings; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Rural supplies; Rural workers' dwellings; Tourist and visitor accommodation; Veterinary hospitals; Water recreation structures; Water storage facilities.

4. Prohibited

Any development not specified in item 2 or 3.

Zone RU5 Village

1. Objectives of zone

- To provide for a range of land uses, services and facilities that are associated with a rural village.
- To maintain the rural character of the village and ensure buildings and works are designed to be in sympathy with the character of the village.
- To protect hilltops, ridge lines, river valleys, rural landscape and other local features of scenic significance.
- To ensure that development does not detract from the existing rural character or create unreasonable demands for the provision or extension of public amenities and services.

2. Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Home occupations.

3. Permitted with consent

Boarding houses; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Educational establishments; Entertainment facilities; Environmental facilities; Flood mitigation works; Food and drink premises; Home-based child care; Home industries; Jetties; Landscaping material supplies; Moorings; Neighbourhood shops; Oyster aquaculture; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Rural supplies; Schools; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Water recreation structures; Water storage facilities.

4. Prohibited

Pond-based aquaculture Any development not specified in item 2 or 3.

Zone R1 General Residential

1. Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2. Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Home occupations

3. Permitted with consent

Animal boarding or training establishments; Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care

Hawkesbury City Council



facilities; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Exhibition homes; Flood mitigation works; Group homes; Home-based child care; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Residential accommodation; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tourist and visitor accommodation; Veterinary hospitals; Water storage facilities.

4. Prohibited

Rural workers' dwellings; Any other development not specified in item 2 or 3.

Zone R2 Low Density Residential

1. Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To protect the character of traditional residential development and streetscapes.
- To ensure that new development retains and enhances that character.
- To ensure that development is sympathetic to the natural environment and ecological processes of the area.
- To enable development for purposes other than residential only if it is compatible with the character of the living area and has a domestic scale.
- To ensure that water supply and sewage disposal on each resultant lot of a subdivision is provided to the satisfaction of the Council.
- To ensure that development does not create unreasonable demands for the provision or extension of public amenities or services.

2. Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Home occupations.

3. Permitted with consent

Animal boarding or training establishments; Boarding houses; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Exhibition homes; Exhibition villages; Extensive agriculture; Farm buildings; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home industries; Hospitals; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Water storage facilities.

4. Prohibited

Any development not specified in item 2 or 3.

Zone R3 Medium Density Residential

1. Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide a wide range of housing choices in close proximity to commercial centres and railway stations.

Hawkesbury City Council



- To ensure that development is sympathetic to the natural amenity and ecological processes of the area.
- To ensure that development does not create unreasonable demands for the provision or extension of public amenities or services.

2. Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Home occupations.

3. Permitted with consent

Animal boarding or training establishments; Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Environmental facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Water storage facilities.

4 Prohibited

Pond-based aquaculture; Any development not specified in item 2 or 3.

Zone R5 Large Lot Residential

1 Objectives of zone

- To provide residential housing in a rural setting while preserving, and minimising impacts on, environmentally sensitive locations and scenic quality.
- To ensure that large residential lots do not hinder the proper and orderly development of urban areas in the future.
- To ensure that development in the area does not unreasonably increase the demand for public services or public facilities.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To provide primarily for low density residential housing and associated facilities.

2 Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Home occupations.

3 Permitted with consent

Animal boarding or training establishments; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extensive agriculture; Farm buildings; Flood mitigation works; Home-based child care; Home industries; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Water storage facilities.

4 Prohibited

Any development not specified in item 2 or 3.

Hawkesbury City Council



Zone B1 Neighbourhood Centre

1 Objectives of zone

- To provide a range of small-scale retail, business and community uses that serve the needs of people who live or work in the surrounding neighbourhood.
- To promote the development and expansion of business activities to meet the optimum employment and social needs of Hawkesbury.

2 Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Home occupations.

3 Permitted with consent

Boarding houses; Business premises; Centre-based child care facilities; Community facilities; Home industries; Medical centres; Neighbourhood shops; Neighbourhood supermarkets; Oyster aquaculture; Respite day care centres; Roads; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4.

4 Prohibited

Airports; Airstrips; Biosolids treatment facilities; Boat building and repair facilities; Boat sheds; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Extensive agriculture; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Hostels; Industrial retail outlets; Industries; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Marinas; Moorings; Open cut mining; Pond-based aquaculture Recreation facilities (major); Research stations; Resource recovery facilities; Restricted premises; Rural industries; Rural workers' dwellings; Sewage treatment plants; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water recycling facilities.

Zone B2 Local Centre

1. Objectives of zone

- To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
- To encourage employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.
- To promote the development and expansion of business activities to meet the optimum employment and social needs of Hawkesbury.

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Home industries; Information and education facilities; Medical centres; Oyster aquaculture; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Any other development not specified in item 2 or 4.

4. Prohibited

Airports; Airstrips; Biosolids treatment facilities; Boat building and repair facilities; Boat sheds; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Extensive agriculture; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Home occupations (sex services); Hostels; Industrial retail outlets; Industries;

Hawkesbury City Council



Intensive livestock agriculture; Intensive plant agriculture; Jetties; Marinas; Moorings; Open cut mining; Pond-based aquaculture Recreation facilities (major); Research stations; Resource recovery facilities; Rural industries; Rural workers' dwellings; Sewage treatment plants; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water recycling facilities.

Zone B5 Business Development

1. Objectives of zone

- To enable a mix of business and warehouse uses, and specialised retail premises that require a large floor area, in locations that are close to, and that support the viability of, centres.
- To enable other land uses that provide facilities or services to meet the day to day needs of workers in the area.

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Centre-based child care facilities; Funeral homes; Garden centres; Hardware and building supplies; Landscaping material supplies; Neighbourhood shops; Oyster aquaculture; Passenger transport facilities; Respite day care centres; Roads; Specialised retail premises; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item 2 or 4.

4. Prohibited

Airports; Airstrips; Amusement centres; Biosolids treatment facilities; Boat sheds; Business premises; Camping grounds; Car parks; Caravan parks; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Exhibition homes; Exhibition villages; Farm buildings; Forestry; General industries; Hazardous storage establishments; Heavy industries; Highway service centres; Home businesses; Home-based child care; Home industries; Home occupations (sex services); Intensive livestock agriculture; Intensive plant agriculture; Jetties; Kiosks; Marinas; Markets; Moorings; Offensive storage establishments; Office premises; Pond-based aquaculture Recreation facilities (major); Research stations; Residential accommodation; Resource recovery facilities; Restricted premises; Roadside stalls; Sawmill or log processing works; Sewage treatment plants; Sex services premises; Shops; Tourist and visitor accommodation; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water storage facilities; Water treatment facilities; Wholesale supplies; Water recycling facilities.

Zone B6 Enterprise Corridor

1 Objectives of zone

- To promote businesses along main roads and to encourage a mix of compatible uses.
- To provide a range of employment uses (including business, office, retail and light industrial uses).
- To maintain the economic strength of centres by limiting retailing activity.

2 Permitted without consent

Environmental protection works; Home occupations.

3 Permitted with consent

Business premises; Community facilities; Garden centres; Hardware and building supplies; Hotel or motel accommodation; Landscaping material supplies; Light industries; Neighbourhood shops; Oyster aquaculture; Passenger transport facilities; Plant nurseries; Roads; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item 2 or 4.

Hawkesbury City Council



4 Prohibited

Airports; Airstrips; Backpackers' accommodation; Bed and breakfast accommodation; Biosolids treatment facilities; Boat building and repair facilities; Boat sheds; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Extensive agriculture; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; General industries; Heavy industrial storage establishments; Heavy industries; Highway service centres; Home-based child care; Home occupations (sex services); Intensive livestock agriculture; Intensive plant agriculture; Jetties; Marinas; Markets; Moorings; Open cut mining; Pond-based aquaculture Recreation facilities (major); Research stations; Residential accommodation; Resource recovery facilities; Roadside stalls; Rural industries; Sewage treatment plants; Sex services premises; Shops; Storage premises; Transport depots; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water recycling facilities; Water storage facilities; Water treatment facilities.

Zone IN1 General Industrial

1 Objectives of zone

- To provide a wide range of industrial and warehouse land uses.
- To encourage employment opportunities.
- To minimise any adverse effect of industry on other land uses.
- To support and protect industrial land for industrial uses.
- To allow commercial development for:
 - (a) uses ancillary to the main use of land in the zone, and
 - (b) the day-to-day needs of the occupants and employees of the surrounding industrial area.
- To ensure that industrial development creates areas that are pleasant to work in and safe and efficient in terms of transportation, land utilisation and services distribution.

2 Permitted without consent

Environmental protection works; Home occupations.

2 Permitted with consent

Depots; Freight transport facilities; Funeral homes; Garden centres; General industries; Hardware and building supplies; Health consulting rooms; Hospitals; Industrial training facilities; Light industries; Neighbourhood shops; Oyster aquaculture; Places of public worship; Roads; Tank-based aquaculture; Warehouse or distributions centres; Any other development not specified in item 2 or 4.

4 Prohibited

Airports; Airstrips; Amusement centres; Boat sheds; Business premises; Camping grounds; Car parks; Caravan parks; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Educational establishments; Exhibition homes; Exhibition villages; Farm buildings; Forestry; Hazardous storage establishments; Health services facilities; Highway service centres; Home-based child care; Home businesses; Home occupations (sex services); Intensive livestock agriculture; Intensive plant agriculture; Jetties; Kiosks; Marinas; Markets; Moorings; Offensive storage establishments; Office premises; Pond-based aquaculture Recreation facilities (major); Research stations; Residential accommodation; Restricted premises; Roadside stalls; Sex services premises; Shops; Specialised retail premises; Tourist and visitor accommodation; Water recreation structures; Wholesale supplies.

Zone IN2 Light Industrial

1 Objectives of zone

- To provide a wide range of light industrial, warehouse and related land uses.
- To encourage employment opportunities and to support the viability of centres.
- To minimise any adverse effect of industry on other land uses.
- To enable other land uses that provide facilities or services to meet the day to day needs of workers in the area.
- To support and protect industrial land for industrial uses.

Hawkesbury City Council



- To ensure that industrial development creates areas that are pleasant to work in and safe and efficient in terms of transportation, land utilisation and services distribution

2 Permitted without consent

Environmental protection works; Home occupations.

3 Permitted with consent

Depots; Funeral homes; Garden centres; Hardware and building supplies; Health consulting rooms; Hospitals; Industrial training facilities; Light industries; Neighbourhood shops; Oyster aquaculture; Places of public worship; Roads; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item 2 or 4.

4 Prohibited

Airports; Airstrips; Amusement centres; Biosolids treatment facilities; Boat sheds; Business premises; Camping grounds; Car parks; Caravan parks; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Educational establishments; Exhibition homes; Exhibition villages; Farm buildings; Forestry; General industries; Hazardous storage establishments; Health services facilities; Heavy industries; Highway service centres; Home-based child care; Home businesses; Home occupations (sex services); Intensive livestock agriculture; Intensive plant agriculture; Jetties; Kiosks; Marinas; Markets; Moorings; Offensive storage establishments; Office premises; Pond-based aquaculture Recreation facilities (major); Research stations; Residential accommodation; Resource recovery facilities; Restricted premises; Roadside stalls; Sawmill or log processing works; Sewage treatment plants; Sex services premises; Shops; Specialised retail premises; Tourist and visitor accommodation; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water recycling facilities; Water supply systems; Wholesale supplies.

Zone SP1 Special Activities

1 Objectives of zone

- To provide for special land uses that are not provided for in other zones.
- To provide for sites with special natural characteristics that are not provided for in other zones.
- To facilitate development that is in keeping with the special characteristics of the site or its existing or intended special use, and that minimises any adverse impacts on surrounding land.

2 Permitted without consent

Environmental protection works; Home occupations.

3 Permitted with consent

Aquaculture; Roads; The purpose shown on the Land Zoning Map (www.legislation.nsw.gov.au/#/view/EPI/2012/470/maps), including any development that is ordinarily incidental or ancillary to development for that purpose.

4 Prohibited

Any development not specified in item 2 or 3.

Zone SP2 Infrastructure

1 Objectives of zone

- To provide for infrastructure and related uses.
- To prevent development that is not compatible with or that may detract from the provision of infrastructure.

Hawkesbury City Council



2 Permitted without consent

Environmental protection works; Home occupations.

3 Permitted with consent

Aquaculture; Roads; The purpose shown on the Land Zoning Map (www.legislation.nsw.gov.au/#/view/EPI/2012/470/partlanduseta/include16), including any development that is ordinarily incidental or ancillary to development for that purpose.

4 Prohibited

Any development not specified in item 2 or 3.

Zone RE1 Public Recreation

1 Objectives of zone

- To enable land to be used for public open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.
- To protect and enhance the natural environment for environmental purposes.
- To restrict development on land required for future open space purposes.

2 Permitted without consent

Environmental protection works.

3 Permitted with consent

Aquaculture; Boat sheds; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Environmental facilities; Extensive agriculture; Farm buildings; Flood mitigation works; Food and drink premises; Forestry; Helipads; Information and education facilities; Jetties; Kiosks; Markets; Moorings; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Respite day care centres; Roads; Signage; Water recreation structures; Water storage facilities.

4 Prohibited

Any development not specified in item 2 or 3.

Zone RE2 Private Recreation

1 Objectives of zone

- To enable land to be used for private open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.

2 Permitted without consent

Environmental protection works.

3 Permitted with consent

Aquaculture; Boat sheds; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Environmental facilities; Extensive agriculture; Farm buildings; Flood mitigation works; Food and drink premises; Helipads; Information and education facilities; Jetties; Kiosks; Markets; Moorings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Signage; Water recreation structures; Water storage facilities.

Hawkesbury City Council



4 Prohibited

Any development not specified in item 2 or 3.

Zone E1 National Parks and Nature Reserves

1 Objectives of zone

- To enable the management and appropriate use of land that is reserved under the *National Parks and Wildlife Act 1974* (www.legislation.nsw.gov.au/#/view/act/1974/80) or that is acquired under Part 11 of that Act.
- To enable uses authorised under the *National Parks and Wildlife Act 1974* (www.legislation.nsw.gov.au/#/view/act/1974/80).
- To identify land that is to be reserved under the *National Parks and Wildlife Act 1974* (www.legislation.nsw.gov.au/#/view/act/1974/80) and to protect the environmental significance of that land.

2 Permitted without consent

Uses authorised under the *National Parks and Wildlife Act 1974* (www.legislation.nsw.gov.au/#/view/act/1974/80).

3 Permitted with consent

Nil.

4 Prohibited

Any development not specified in item 2 or 3.

Zone E2 Environmental Conservation

1 Objectives of zone

- To protect, manage and restore areas of high ecological, scientific, cultural or aesthetic values.
- To prevent development that could destroy, damage or otherwise have an adverse effect on those values.
- To protect wetland areas from development that could adversely affect their preservation and conservation.
- To preserve wetland areas as habitats for indigenous and migratory wildlife.

2 Permitted without consent

Nil.

3 Permitted with consent

Environmental facilities; Environmental protection works; Flood mitigation works; Oyster aquaculture Recreation areas; Roads; Water storage facilities.

4 Prohibited

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Pond-based aquaculture; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

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Zone E3 Environmental Management

1 Objectives of zone

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values.
- To provide for a limited range of development that does not have an adverse effect on those values.
- To protect varieties of wildlife and their associated habitats and corridors.
- To retain the visual and scenic qualities of the escarpment ridges and foot slopes.
- To ensure that development occurs in a way that does not have a significant adverse effect on water catchments, including surface and groundwater quality and flows, land surface conditions and important ecosystems such as waterways.

2 Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Home occupations.

3 Permitted with consent

Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Correctional centres; Dual occupancies (attached); Dwelling houses; Educational establishments; Entertainment facilities; Environmental facilities; Extensive agriculture; Farm buildings; Flood mitigation works; Health consulting rooms; Helipads; Home-based child care; Home industries; Hospitals; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Water storage facilities.

4 Prohibited

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

Zone E4 Environmental Living

1 Objectives of zone

- To provide for low-impact residential development in areas with special ecological, scientific or aesthetic values.
- To ensure that residential development does not have an adverse effect on those values.
- To restrict development on land that is inappropriate for development because of its physical characteristics or bushfire risk.
- To ensure that land uses are compatible with existing infrastructure, services and facilities and with the environmental capabilities of the land.
- To encourage existing sustainable agricultural activities.
- To ensure that development does not create or contribute to rural land use conflicts.
- To promote the conservation and enhancement of local native vegetation, including the habitat of threatened species, populations and ecological communities by encouraging development to occur in areas already cleared of vegetation.
- To ensure that development occurs in a way that does not have a significant adverse effect on water catchments, including surface and groundwater quality and flows, land surface conditions and important ecosystems such as waterways.

2 Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Extensive agriculture; Home occupations.

3 Permitted with consent

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Animal boarding or training establishments; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Educational establishments; Entertainment facilities; Environmental facilities; Farm buildings; Flood mitigation works; Food and drink premises; Forestry; Health consulting rooms; Helipads; Heliports; Home-based child care; Home industries; Hospitals; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Landscaping material supplies; Moorings; Oyster aquaculture; Passenger transport facilities; Places of public worship; Plant nurseries; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Rural supplies; Rural workers' dwellings; Sawmill or log processing works; Stock and sale yards; Tank-based aquaculture; Tourist and visitor accommodation; Transport depots; Truck depots; Veterinary hospitals; Water recreation structures; Water storage facilities.

4 Prohibited

Industries; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

Zone W1 Natural Waterways

1 Objectives of zone

- To protect the ecological and scenic values of natural waterways.
- To prevent development that would have an adverse effect on the natural values of waterways in this zone.
- To provide for sustainable fishing industries and recreational fishing.

2 Permitted without consent

Nil.

3 Permitted with consent

Aquaculture; Environmental facilities; Environmental protection works; Flood mitigation works; Jetties; Moorings; Water recreation structures.

4 Prohibited

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

Zone W2 Recreational Waterways

1 Objectives of zone

- To protect the ecological, scenic and recreation values of recreational waterways.
- To allow for water-based recreation and related uses.
- To provide for sustainable fishing industries and recreational fishing.

2 Permitted without consent

Nil.

3 Permitted with consent

Aquaculture; Boat sheds; Building identification signs; Business identification signs; Charter and tourism boating facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Jetties; Kiosks; Marinas; Moorings; Mooring pens; Recreation areas; Recreation facilities (outdoor); Water recreation structures.

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4 Prohibited

Industries; Multi dwelling housing; Residential flat buildings; Seniors housing; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

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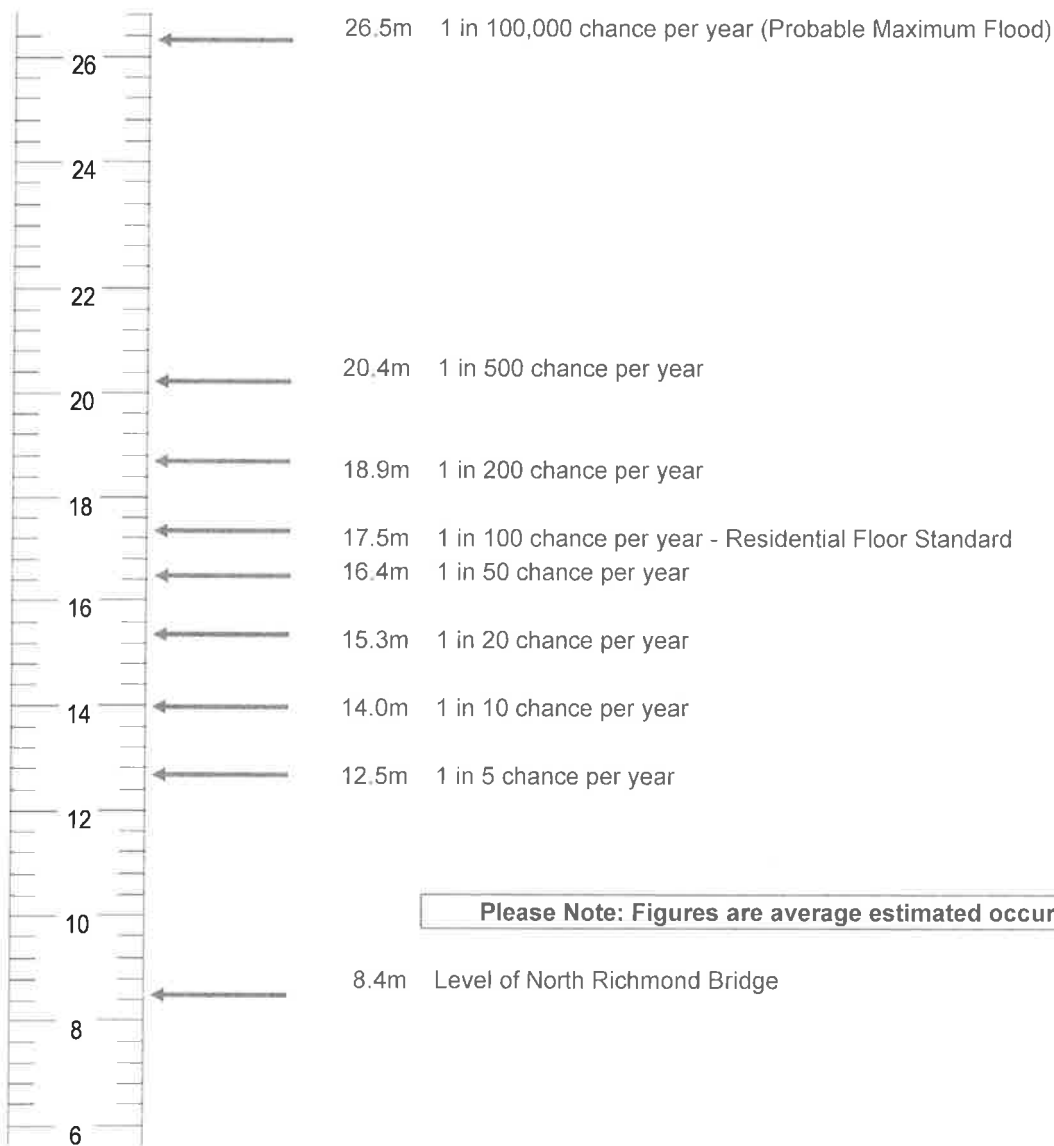
366 George Street (PO Box 146) Windsor NSW 2756 DX 8601 WINDSOR
 Phone: (02) 4560 4444 Facsimile: (02) 4587 7740 Email: council@hawkesbury.nsw.gov.au

Flood Awareness - City of Hawkesbury

North Richmond

Please note that there is a risk of flooding above Council's residential floor height control. The table below indicates levels to Australian Height Datum (above sea level) for estimated flooding probabilities and historical flood peaks.

Flood chance of occurrence per year and historical floods



Please Note: Figures are average estimated occurrences

Flood heights obtained from *Engineering Studies to Modify Flood Behaviour*, September 1997, prepared by Webb, McKeown & Associates Pty Ltd for the Hawkesbury-Nepean Floodplain Management Strategy Steering Committee. Flood heights reproduced in Table: 2.3 Design Flood Levels of the Hawkesbury Floodplain Risk Management Study and Plan, December 2012, prepared by Bewsher Consulting Pty Ltd for Hawkesbury City Council.

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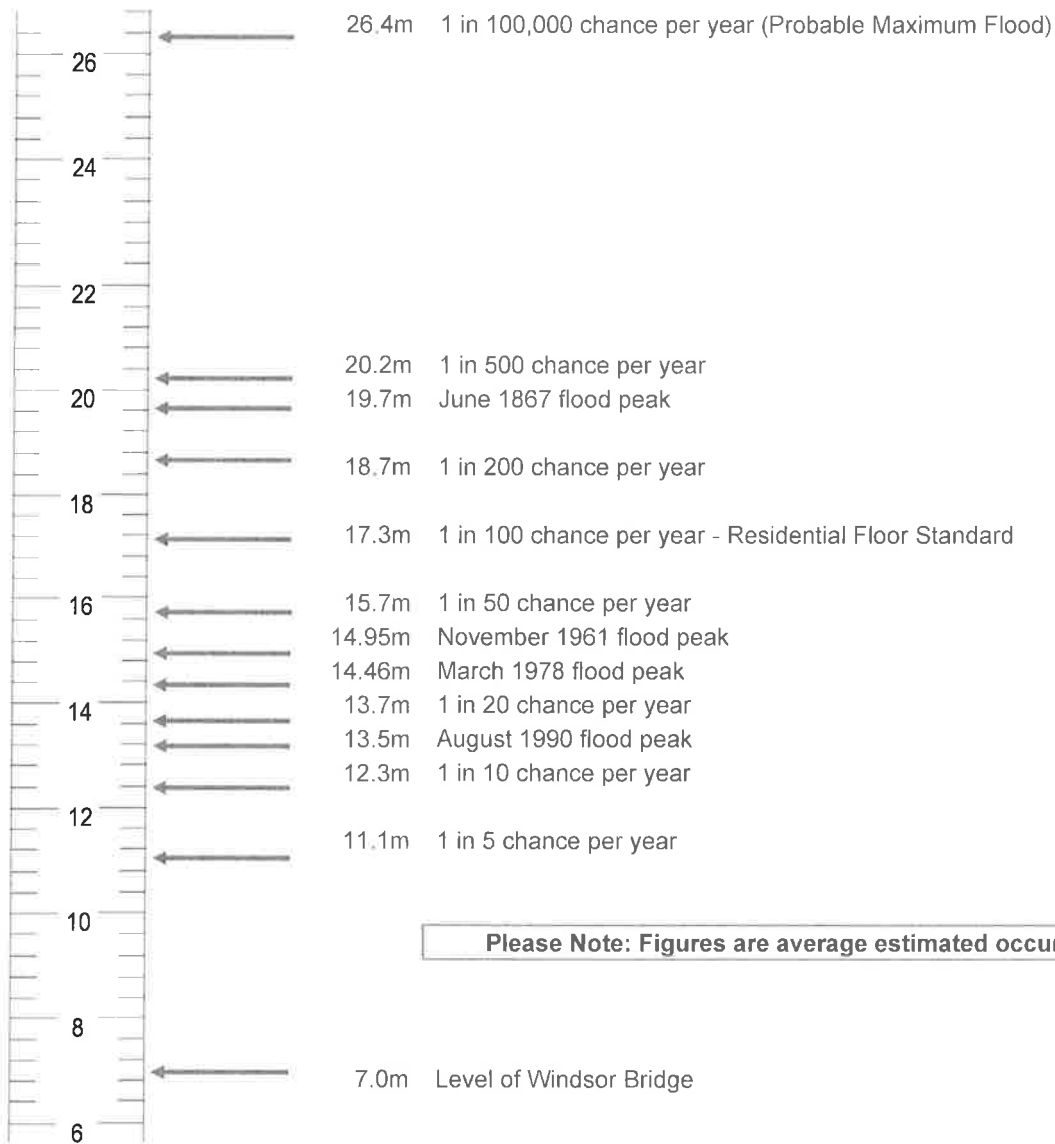
366 George Street (PO Box 146) Windsor NSW 2756 DX 8601 WINDSOR
 Phone: (02) 4560 4444 Facsimile: (02) 4587 7740 Email: council@hawkesbury.nsw.gov.au

Flood Awareness - City of Hawkesbury

Windsor

Please note that there is a risk of flooding above Council's residential floor height control. The table below indicates levels to Australian Height Datum (above sea level) for estimated flooding probabilities and historical flood peaks.

Flood chance of occurrence per year and historical floods



Flood heights obtained from *Engineering Studies to Modify Flood Behaviour*, September 1997, prepared by Webb, McKeown & Associates Pty Ltd for the Hawkesbury-Nepean Floodplain Management Strategy Steering Committee. Flood heights reproduced in Table: 2.3 Design Flood Levels of the Hawkesbury *Floodplain Risk Management Study and Plan*, December 2012, prepared by Bewsher Consulting Pty Ltd for Hawkesbury City Council.

Service Location Print
Application Number: 8000833246



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Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to Invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Stormwater		Private Mains	
Stormwater Pipe		Potable Water Main	
Stormwater Channel		Recycled Water Main	
Stormwater Gully		Sewer Main	
Stormwater Maintenance Hole		Symbols for Private Mains shown grey	

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

Sewer Service Diagram

Application Number: 8000833247

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD *MALA*

SEWERAGE SERVICE DIAGRAM *HOME*

Municipality of *Windsor*

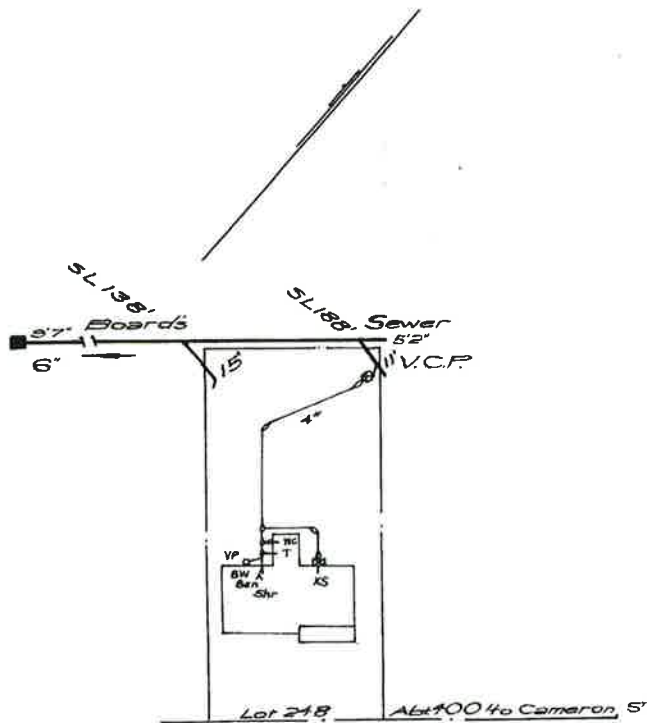
No. *675566*

SYMBOLS AND ABBREVIATIONS			
<input type="checkbox"/> Boundary Trap	■ R.V. Reflex Valve	I.P. Induct Pipe	Bsn. Basin
<input type="checkbox"/> Ptc Pit	○ Cleaning Eye	M.F. Mica Flap	Shr. Shower
<input type="checkbox"/> G.I. Grease Interceptor	○ Vert. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
<input type="checkbox"/> Gully	○ V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
<input type="checkbox"/> P.T. P. Trap	○ S.V.P. Soil Vent. Pipe	W.C. Water Closet	F. W. Floor Waste
<input type="checkbox"/> R.S. Reflex Sink	○ D.C.C. Down Cast Cowl	B.W. Bath Waste	W.M. Washing Machine

Scale: 40 Feet To An Inch

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer



LONDONDERRY

RP

RATE No. _____ W.C.s _____ U.C.s _____ 19 _____

SHEET No. *8813*

OFFICE USE ONLY

For Engineer House Services

DRAINAGE			BRANCH OFFICE		PLUMBING	
W.C.	Supervised by	Date	Date	Supervised by	Date	
Bth.	Examined by	Inspector	Outfall	Inspector	/ /	/ /
Shr.			HL			
Bsn.	Chief Inspector	/ /	Drainer	1020 121	1290 425	
K.S.			Plumber			
T.	Tracing Checked	/ /	Boundary Trap			
Ptc.			is not required			
Dge. Int.						
Dge. Ext.						

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Disclaimer

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

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
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

<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.