

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	First National Real Estate Waters and Carpenter	Phone: 96490238 Fax: 96431400
co-agent		
vendor	Ran Zhang	
vendor's solicitor	Veronica Liu Conveyancing PO Box 1011, Auburn NSW 1835	Phone: 02 9643 9889 Fax: 02 8580 6111 Ref: VL:1383 E:info@vliu.com.au
date for completion land (address, plan details and title reference)	42nd day after the contract date 14/15 Macquarie Road, Auburn, New South Wales 2144 Registered Plan: Lot 14 Plan SP 33352 Folio Identifier 14/SP33352	(clause 15)

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other: mixed use (commercial & residential)

attached copies documents in the List of Documents as marked or as numbered:
 other documents:

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

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

buyer's agent

vendor

GST AMOUNT (optional)

The price includes

GST of: \$ _____

witness

purchaser JOINT TENANTS tenants in common in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes
Proposed electronic transaction (clause 30) no YES

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

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

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

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

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

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*:

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

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

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

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

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

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

List of Documents

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

TBA

SECTION 66W CERTIFICATE

I, _____ of _____,
, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **14/15 Macquarie Road, Auburn**, from **Ran Zhang** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Ran Zhang** and am not employed in the legal practice of a solicitor acting for **Ran Zhang** nor am I a member or employee of a firm of which a solicitor acting for **Ran Zhang** is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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

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

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

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

2 Deposit and other payments before completion

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

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by *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 an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

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

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

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

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

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

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

19 Rescission of contract

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

19.1.1 only by *servicing* 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 not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

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

• **Notices, certificates and inspections**

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

• **Meetings of the owners corporation**

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

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

31 Foreign Resident Capital Gains Withholding

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

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

Unit 14, 15 Macquarie Road
AUBURN NSW 2144

Special Conditions

Should there be any discrepancies or contradictions between the special conditions and the standard clauses of the contract, then the special conditions shall prevail.

32 The printed clauses of the Contract are amended as follows:

32.1 The definition of “work order” in clause 1 is amended by adding the following words at the end thereof:” issued in writing by a competent authority”

32.2 Clause 3 is deleted

32.3 Clause 4.1 is amended by deleting of the word “normally”

32.4 Clause 6.2 is deleted

32.5 Clause 7.1.1 the words “5%” is replaced by the words “\$1.00”

32.6 Clause 7.2 is deleted.

32.7 Clause 10.1.8 and 10.1.9 are amended by deleting the word “substance” and replacing it with “existence”

32.8 Clause 14.4.2 is deleted.

32.9 Clause 16.5, the words “plus another 20% of that fee” is deleted.

32.10 Clause 16.8 is deleted

32.11 Clause 23.13 and 23.14 are deleted. Purchaser is to obtain the Sec.184 Strata Certificate or Sec.26 Community Land Management Certificate from the Owners Corporation.

33 Notice to Complete

If either party is unwilling or unable to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to complete making the time for completion essential. Such a notice shall give not less than fourteen (14) days notice after the day on which the notice is received by the recipient of the notice. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential PROVIDED however that the sending party shall be at liberty at any time to withdraw the said notice without prejudice to his continuing right to give any further such notice.

Should the Vendor become entitled to and serve a Notice to Complete hereunder the Purchaser must pay to the Vendor on settlement the amount of \$350.00 plus GST to cover the legal costs and other expenses incurred by the Vendor as a consequence of the delay. The Purchaser shall not be entitled to require the Vendor to complete this purchase unless such legal costs and the interest stated in clause 33 are paid on completion and it is an essential term of this contract that such legal costs and the interest be so paid.

34 Interest for Purchaser’s Default

If for any reason which is not the fault of the Vendor completion does not occur by the completion date, the Purchaser agrees as an essential term of this Contract to pay to the Vendor at completion on the balance of the price and on any other moneys payable on completion, interest in respect of the period from the completion date to the date of actual completion calculated daily at the rate of ten percent (10%) per annum.

The Purchaser acknowledges that the interest set out in this clause represents a genuine pre-estimate of the Vendor's anticipated loss arising out of late completion.

35 Transfer

The particulars of title disclosed in this contract are sufficient to enable the Purchaser to prepare a form of Transfer and the Vendor's statement of title shall be deemed to have been delivered as at the date of this contract. The Purchaser shall serve the transfer on the Vendor in accordance with the Contract for Sale. Should the Purchaser serve a Transfer not in accordance with the Contract at least 7 days before the due date for completion under the Contract for Sale the purchaser shall pay on completion to the Vendor the sum of \$110.00 to cover the expenses in the arranging of late execution.

36 Condition of Property

The property is sold and accepted by the purchaser subject to all defects, whether latent or patent, in its present state of repairs, condition, dilapidation and infestation and whether or not the property or any of the improvements, fixtures or inclusions comply with, or are subject to or insured under, the provisions of any legislation. We suggest the purchaser to do the own inquiry or searches before purchase this property. For the building works may not be approved, the purchaser cannot make a claim or requisition or rescind or terminate in this regard. The Purchaser shall not call upon the Vendor to carry out any repairs whatsoever in relation to the Property sold.

It is hereby agreed and declared that there are no conditions, warranties or other terms affecting the sale other than those embodied herein and the Agreement contains the whole of the Contract between the Vendor and the Purchaser and the Purchaser shall not be entitled to rely on any representation or warranty however made by the Vendor or his/her/their Agent except as are made conditions of this contract.

37 No Requisition / Objection

No objection shall be taken, requisition made or compensation claimed by reason of the existence of passage on or through the Property or any adjoining land or mains, pipes, wires or connections of any gas, electricity, telephone or other system(s) or service(s) whether to the Property or any adjoining property or jointly to both or otherwise and the Purchaser shall take title subject thereto.

38 Release of Deposit

Notwithstanding the provisions of Clause 3, the Purchaser hereby authorizes the release of the deposit held by the stakeholder for the purposes of the vendor's payment of Deposit on the purchase of another property; and/ or Stamp duty on the purchase of another property; and/or land tax for this property.

39 Introduction by agent

The Purchaser warrants that he/she/they has /have not been introduced to the property or the Vendor by any Real Estate Agent other than the agent, if any, named on the front page of this contract and in the event that the Purchaser breaches this warranty he/she/ they will

indemnify and keep indemnified the Vendor from and against any claim for compensation, damages and other actions which may be brought by any other agent against the Vendor arising from a breach of this warranty. This right continues after completion.

40 Purchaser warranty

The Purchaser warrants that:

The Purchaser does not require finance to purchase this property and/or

The Purchaser has obtained approval for finance to purchase this property and the Purchaser acknowledges that as a result of making this disclosure the Purchaser cannot terminate this contract pursuant to the consumer Credit (NSW) Act 1995.

41 Incapacity

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at Law or Equity had this clause not been included in this Contract, should either party prior to completion die or become mentally ill; or being a company resolve to go into liquidation or have a petition for its winding up or enter into any scheme of arrangement with any of its creditors pursuant to the provisions of Corporations Law or should any Receiver liquidator, (provisional or otherwise) or Receiver Manager, or Administrator be appointed to it; then the other party may rescind the within agreement by notice in writing and thereupon the within agreement shall be at an end and the provisions of Clause 19 shall apply.

42 Delay and Reschedule Settlement

If the Purchaser delay the settlement the purchaser will pay \$330.00 plus GST to the vendor on settlement to cover the vendor's legal service fee for additional work.

If the purchaser cancels settlement after settlement has been booked, the Purchaser will pay \$220.00 plus GST to the Vendor on settlement, for each cancellation, to cover the cost of additional work.

43 Requisition on Title

The requisitions on title or general questions about the property or title must be in the form of the attached requisitions.

44 Settlement Venue

Settlement of this matter shall take place wherever the vendor's mortgage directs. If the property is not mortgaged and the vendor's hold the Certificate of Title then settlement shall be effected at the vendor conveyancer's office. Should the purchaser require settlement to take place at any other venue then the purchaser shall pay a fee of \$165.00 (GST Inc.). This fee must be paid at or prior to settlement

45 Deposit by Instalments

The purchaser acknowledges and agrees that the vendor may, but is not required to accept payment of the deposit by instalments.

Notwithstanding any other provisions of this contract, if the vendor accepts payment of the deposit by instalments, the deposit actually paid by the purchaser is less than ten per cent (10%) of the purchase price, and the vendor becomes entitled to forfeit the deposit actually paid, 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). The provisions of this special condition are in addition to and not in substitution for the rights of the Vendor under Clause 9 of this Contract.

46 Tenancy

If the property is sold subject to existing tenancies, the purchaser confirms that the purchaser has satisfied itself about the attached copy (s) of the lease (s) and cannot make any claim or requisition or rescind or terminate the contract in respect of the copy (s) of the lease(s) attached.

The vendor does not promise that the Agreement will be in force at the Completion date. The Purchaser will make rental adjustment with the tenant, or leasing agent, as the Case may be, and the Purchaser cannot request Vendor to make any deduction from the settlement adjustment money for any rental related matter.

47 Swimming Pool

If the property contains a swimming pool, vendor does not warrant that the swimming pool complies with requirements imposed by the Swimming Pools Act 1992. Vendor may do not have the Certificate for the swimming pool.

The purchaser cannot make any claim or raise any requisition whatsoever in relation to the swimming pool.

48 Error Adjustment

The parties agree to adjust the usual outgoings and all amounts pursuant to this contract on completion but if any amount is incorrectly adjusted or an error is made in such calculation at settlement the parties agree to rectify the error immediately by another party request.

49 Guarantee

The guarantor acknowledges that:

The vendor has entered into this contract with the purchaser at the request of the guarantor; It has given the guarantee in this clause 47 for valuable consideration;

A reference to a guarantor is a reference to the guarantors named in this contract jointly and each of them severally; and

If there is more than one guarantor, this clause 47 binds the guarantors jointly and each of them severally.

The guarantor guarantees to the vendor:

The due and punctual payment of all money payable at any time for any reason to the vendor by the purchaser in connection with this contract, and

The punctual performance and observance by the purchaser of the express or implied obligations of the purchaser in connection with this contract.

Performance of guarantee

If money due and payable under clause 47.2(a) is not paid on time, the guarantor will pay the money to the vendor within seven (7) days of a demand from the vendor even if no demand for payment has been made to the purchaser.

If an obligation of the purchaser under clause 47.2 (b) is not performed on time, the guarantor will perform the obligation immediately after a demand from the vendor even if no demand for performance has been made to the purchaser.

The guarantor indemnifies the vendor against all damages, costs, charges, actions, suits, claims, demands or losses that the vendor may incur for any reason, where either the purchaser does not pay on time any money due and payable to it by the purchaser in connection with this contract or the purchaser does not punctually perform or observe an express or implied obligation of the purchaser in connection with this contract.

The liability of the guarantor and the rights of the vendor under this clause 47 are not adversely affected by anything that might otherwise adversely affect them including:

Transfer of a right of the vendor or any variation of a right of the vendor;

The vendor granting any time or other allowance to the purchaser; or

Acquiescence, delay, acts, omissions or mistakes by the vendor

Until all monies payable to the vendor in connection with this contract are paid and all obligations performed, the Guarantor will not make a claim or enforce a right against the purchaser or its property; or prove in competition with the vendor if a liquidator, provisional liquidator, receiver, administrator or trustee in bankruptcy is appointed in respect of the purchaser or the purchaser is otherwise unable to pay its debts when they fall due.

Executed by the Purchaser (company)

Signed by (more than
One director or
Secretary)

_____	_____
Signature	Signature
_____	_____
Office (director/ secretary)	Office (director/ secretary)
_____	_____
Full name	Full name

Signed by (Sole director &
Secretary) Pty Ltd

Signature
The signatory states that he or she is the sole director
& sole secretary of the company

Full name

Executed by the guarantor
Name and address of the
Guarantor:

_____	_____
Sign (Guarantor)	sign (witness)
	The witness states that he Or she is not a party and Was present when the Signatory signed

	Full name

	Address (witness)

50 PEXA Settlement

This matter is to be conducted as the paper settlement. If the Purchaser request this matter is not conducted as paper settlement then the Purchaser must allow \$275.00 to the Vendor conveyancer on completion by way of a separate payment to the Vendor's conveyancer for additional legal cost incurred.

51 Simultaneous settlement

This contract is dependant on completion of the sale of 15/15 Macquarie Road, Auburn NSW2144 between same Vendor and Purchaser and both contracts must settle simultaneously.

52 Conditions of sale of land by auction

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:5

52.1 The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

- (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
- (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
- (c) The highest bidder is the purchaser, subject to any reserve price;
- (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
- (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
- (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
- (g) A bid cannot be made or accepted after the fall of the hammer;
- (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

52.2 The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

- (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;

(b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and

(c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.

52.3 The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

(a) More than one vendor bid may be made to purchase interest of a co-owner;

(b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;

(c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;

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

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
13. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
14. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?

15. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
 - (b) Is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) If the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
16. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?
- Affectations, notices and claims**
17. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination of them?
- Owners corporation management**
18. Has the initial period expired?
19. If the property includes a utility lot, please specify the restrictions.
20. If there are any applications or orders under Chapter 5 of the Act, please provide details.
21. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?
- Capacity**
22. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
23. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
24. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
25. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
26. The purchaser reserves the right to make further requisitions prior to completion.
27. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



Order number: 55774986
Your Reference: 1383
04/03/19 13:37



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 14/SP33352

SEARCH DATE	TIME	EDITION NO	DATE
4/3/2019	1:37 PM	7	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 14 IN STRATA PLAN 33352
AT AUBURN
LOCAL GOVERNMENT AREA CUMBERLAND

FIRST SCHEDULE

RAN ZHANG (T AI956663)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP33352
- 2 AI956664 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 4/3/2019

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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Order number: 55775016
 Your Reference: 1383
 04/03/19 13:37



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP33352

SEARCH DATE	TIME	EDITION NO	DATE
-----	---	-----	----
4/3/2019	1:37 PM	3	20/4/2012

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 33352
 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT AUBURN
 LOCAL GOVERNMENT AREA CUMBERLAND
 PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND
 TITLE DIAGRAM SHEET 1 SP33352

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 33352
 ADDRESS FOR SERVICE OF DOCUMENTS:
 15 MACQUARIE ROAD
 AUBURN 2144

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA SCHEMES MANAGEMENT REGULATION 2016
- 3 L641448 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART OF THE LAND WITHIN LOT 5 OF SEC 11 IN DP995
- 4 AG937330 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 33352

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 65	2	- 65	3	- 75	4	- 75
5	- 65	6	- 75	7	- 75	8	- 62
9	- 71	10	- 62	11	- 71	12	- 62
13	- 71	14	- 53	15	- 53		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 4/3/2019

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CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 04/03/2019 13:38
Order No. 55775037
Certificate No: 86849752
Your Reference: 1383
Certificate Ordered: NSW LRS - Copy of Plan - Strata Plan 33352
Available: Y
Size (KB): 92
Number of Pages: 2
Scan Date and Time: 24/02/2009 14:02

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COUNCIL'S CERTIFICATE
Auburn

The Council of the **Shire of Auburn**, being a local government body, having satisfied itself that the requirements of the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with, approves the proposed subdivision of the land described in the statement of the applicant as follows:

This approval is given on the condition that (1) the subdivision is carried out in accordance with the provisions of section 39 of the Strata Titles Act, 1973, and (2) the subdivision is carried out in accordance with the provisions of section 39 of the Strata Titles Act, 1973.

Date: **23-3-88**
 Subdivision No.: **9/88**

Complete, or delete if inapplicable
 Signature: *[Signature]*
 Official Title: **City Clerk**

SUBVEYOR'S CERTIFICATE
ROBERT WILLIAM BARKER
DENNY LINKER & CO. EDGECLIFF
 a surveyor registered under the Surveyors Act, 1926, hereby certify that:

(1) any wall, the inner surface or any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists.
 (2) any floor or ceiling, the upper or under surface or any part of which corresponds substantially with any line shown on the accompanying floor plan, exists.
 (3) any wall, floor, ceiling or structural cube space, by reference to any line shown on the accompanying floor plan as a boundary of a proposed lot, exists.
 (4) any building containing proposed lots situated on the land shown on the accompanying floor plan, and each proposed lot shown on the accompanying floor plan are wholly within the perimeter of the parcel of land shown on the accompanying floor plan, and each proposed lot is a public place.

Signature: *[Signature]*
 Date: **2ND MARCH, 1988**

This is sheet 1 of my Plan in **2** sheets.

Witness
JOHN WILLIAM DIMENTO
 N. G. STONE J.A.

[Signature]
 Witness

[Signature]
 Director

CEYLON SALES (INTERNATIONAL) PTY. LIMITED
 GENERAL MANAGERS

[Signature]
 Director

THE COMMON SEAL OF CEYLON SALES (INTERNATIONAL) PTY. LIMITED WAS RECEIVED BY AUTHORITY OF THE BOARD OF DIRECTORS IN THE PRESENCE OF:

Signed at Sydney the **Second** day of **JUNE** 1988 For Commonwealth Bank of Australia by its duly appointed Attorney Under Power of Attorney Book 3713 No. 829

PLAN OF SUBDIVISION OF LOT 26, SEC. 11, D.P. 995

Mun./Shire: **AUBURN** Locality: **AUBURN**
 Parish: **LIBERTY PLAINS** County: **CUMBERLAND**

Reduction Ratio: **1:400** Lengths are in metres

STRATA PLAN SP 33352
 N015W02N
 Registered: **22-6-1988**
 C.A.: **No. 9/88 OF 23-3-1988**
 Purpose: **STRATA PLAN**
 Ref. Map: **U0052-83#**
 Last Plan: **DP995**

Name of, and *address for service of notices on, the body corporate
THE PROPRIETORS, STRATA PLAN N° 33352
N° 15 MACQUARIE ROAD
AUBURN 2144

* Address required on original strata plan only.

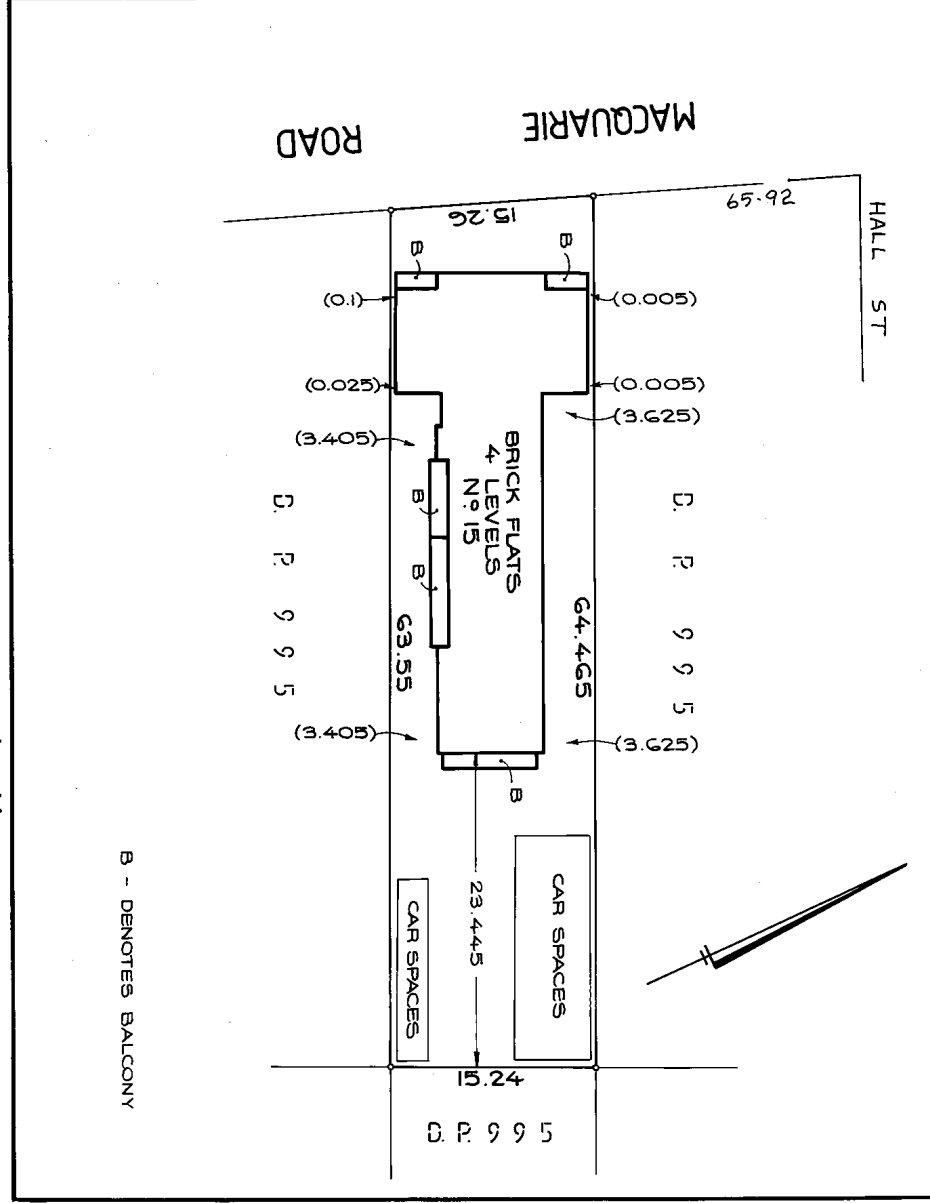


Table of mm 100 110 120 130 140 150 160

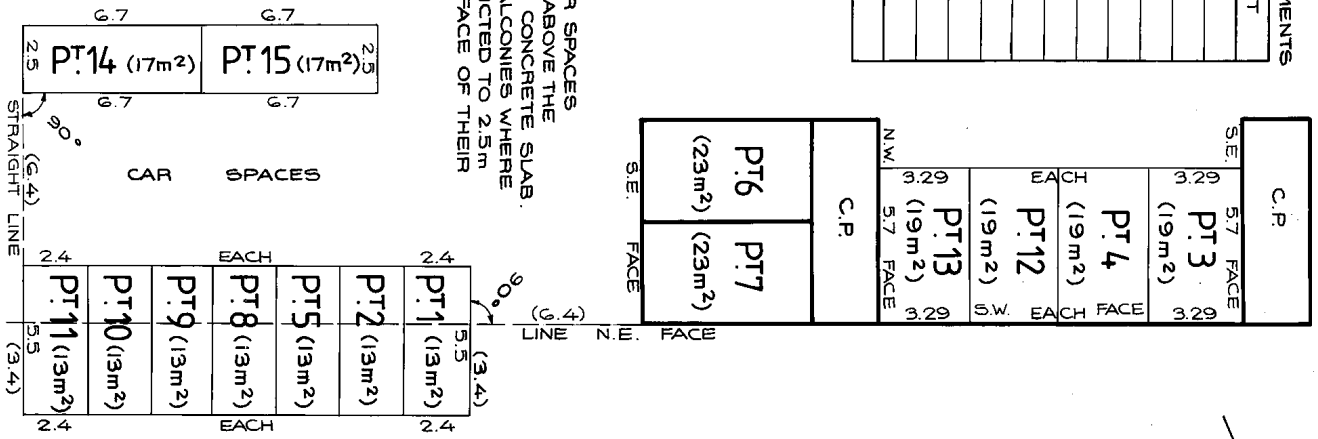
Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

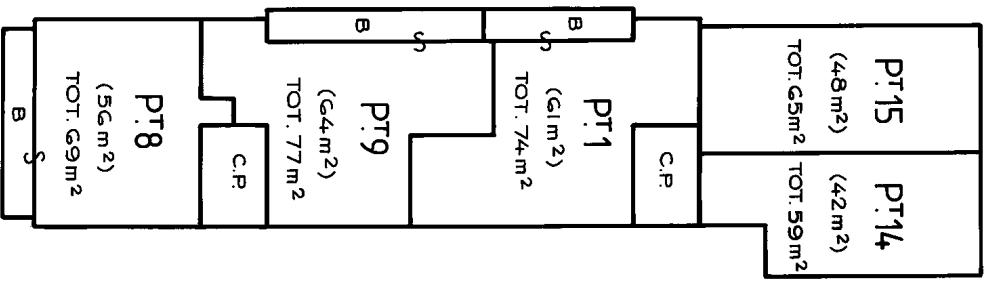
SCHEDULE OF UNIT ENTITLEMENTS

LOT	UNIT ENTITLEMENT
1 & 2	G5 EACH
3 & 4	G5 EACH
5	G5
6 & 7	G5 EACH
8	G2
9	G1
10	G2
11	G1
12	G2
13	G1
14 & 15	G5 EACH
AGG.	1000

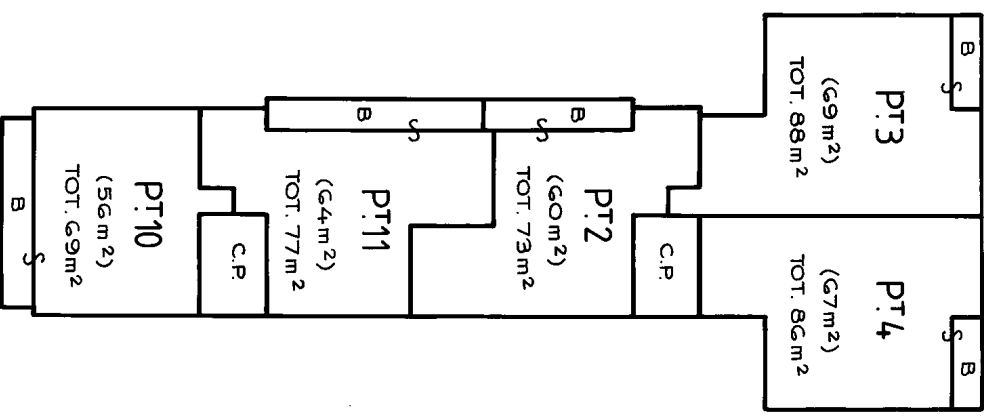
LEVEL 1



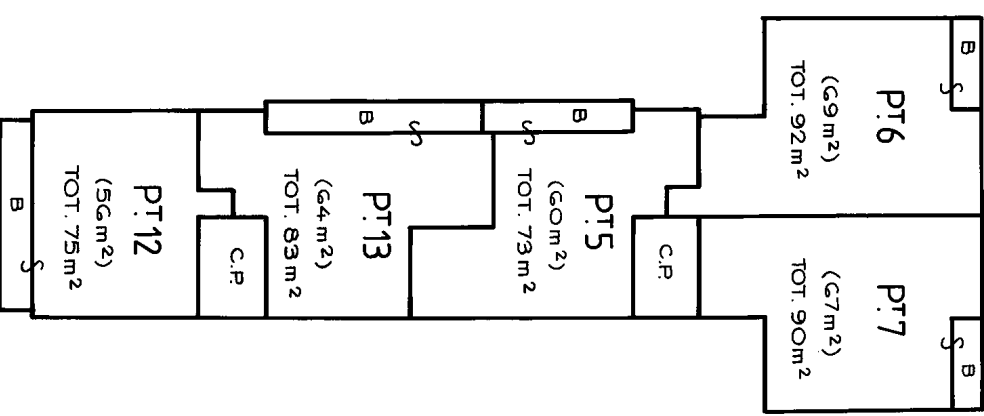
LEVEL 2



LEVEL 3



LEVEL 4



B - DENOTES BALCONY

Reduction Ratio 1: 200

Lengths are in metres

R.W. Barber
 Registered Surveyor

Council Clerk



CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 04/03/2019 13:38
Order No. 55775037
Certificate No: 86849753
Your Reference: 1383
Certificate Ordered: NSW LRS - Copy of Plan - Deposited Plan 995
Available: Y
Size (KB): 868
Number of Pages: 9
Scan Date and Time: 01/02/1995 09:46

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Auburn Downs
AUBURN
 PARISH OF LIBERTY PLAINS
 COUNTY OF CUMBERLAND
 Scale: 200 feet to one inch.

DP. 995



Gibbins
 Occupier.)

D

1	2	3	4	5	6	7	8	9	10	11
0.1.12 1/2	0.1.12 1/2	0.1.12 1/2	0.1.12 1/2	0.1.12 1/2	0.1.12 1/2	0.1.12 1/2	0.1.12 1/2	0.1.12 1/2	0.1.12 1/2	0.1.12 1/2
15'	15'	15'	15'	15'	15'	15'	15'	15'	15'	15'

1	2	3	4	5	6	7	8	9	10	11
0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2
15'	15'	15'	15'	15'	15'	15'	15'	15'	15'	15'

1	2	3	4	5	6	7	8	9	10	11
0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2
15'	15'	15'	15'	15'	15'	15'	15'	15'	15'	15'

1	2	3	4	5	6	7	8	9	10	11
0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2
15'	15'	15'	15'	15'	15'	15'	15'	15'	15'	15'

1	2	3	4	5	6	7	8	9	10	11
0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2	0.1.8 1/2
15'	15'	15'	15'	15'	15'	15'	15'	15'	15'	15'

Meat Preserving Co.
 Owner & Occupier.)

1	2	3	4	5	6	7	8	9	10	11
0.1.7 3/4	0.1.7 3/4	0.1.7 3/4	0.1.7 3/4	0.1.7 3/4	0.1.7 3/4	0.1.7 3/4	0.1.7 3/4	0.1.7 3/4	0.1.7 3/4	0.1.7 3/4
15'	15'	15'	15'	15'	15'	15'	15'	15'	15'	15'

1	2	3	4	5	6	7	8	9	10	11
0.1.0	0.1.0	0.1.0	0.1.0	0.1.0	0.1.0	0.1.0	0.1.0	0.1.0	0.1.0	0.1.0
15'	15'	15'	15'	15'	15'	15'	15'	15'	15'	15'

1	2	3	4	5	6	7	8	9	10	11
0.1.14	0.1.14	0.1.14	0.1.14	0.1.14	0.1.14	0.1.14	0.1.14	0.1.14	0.1.14	0.1.14
15'	15'	15'	15'	15'	15'	15'	15'	15'	15'	15'

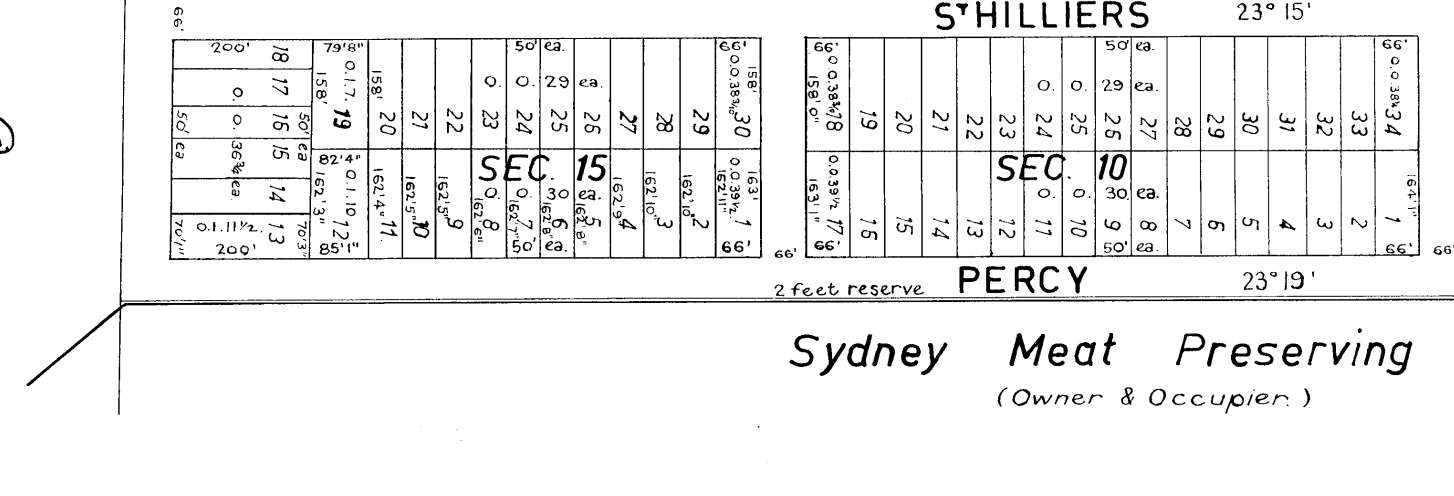
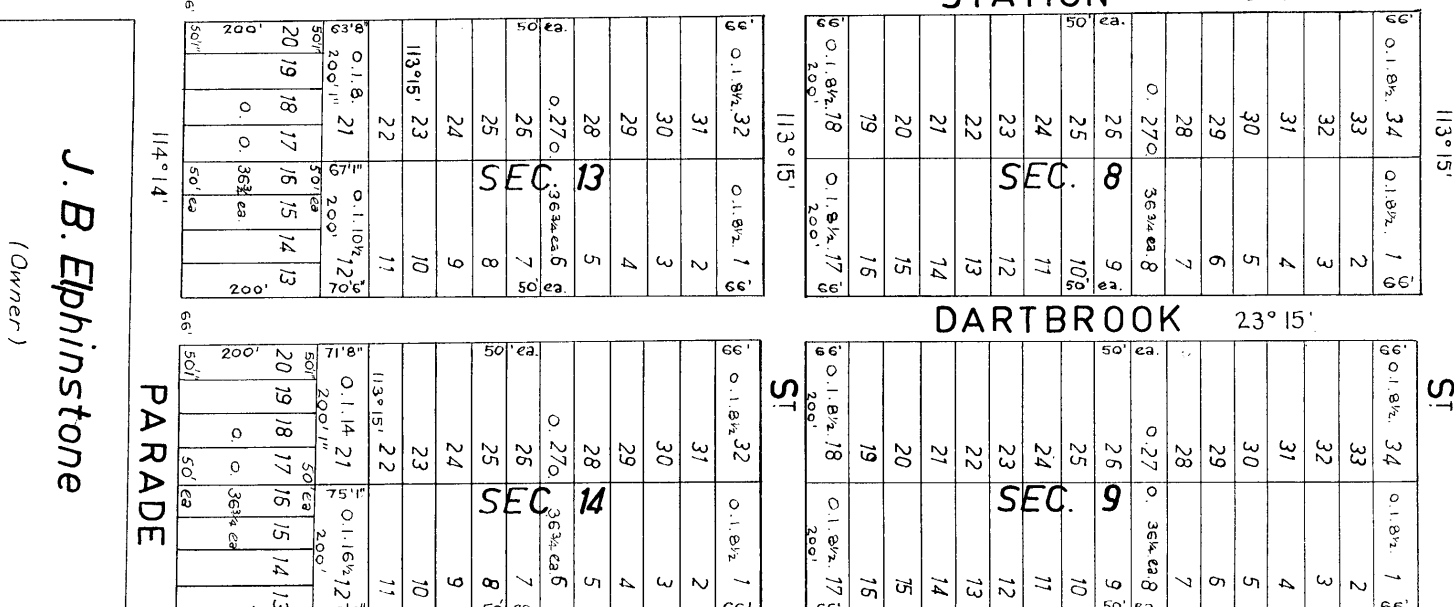
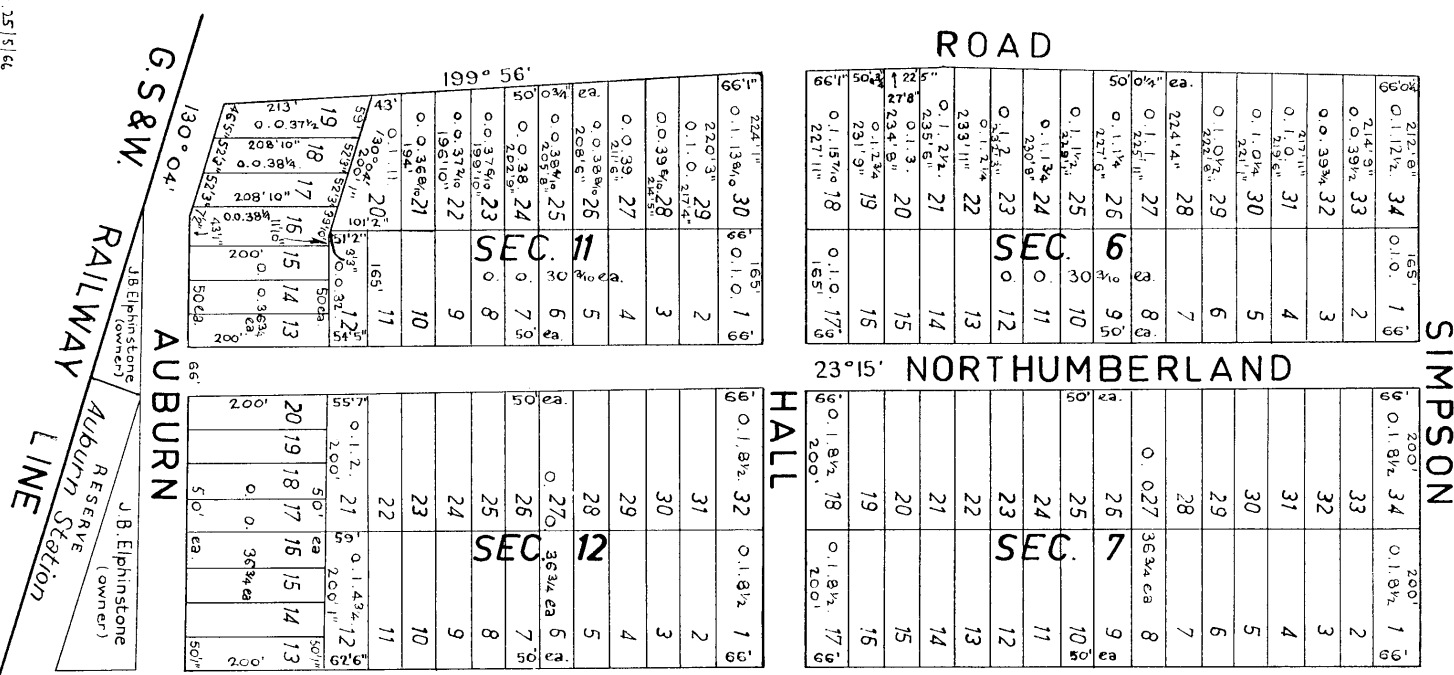
1	2	3	4	5	6	7	8	9	10	11
0.1.2 1/4	0.1.2 1/4	0.1.2 1/4	0.1.2 1/4	0.1.2 1/4	0.1.2 1/4	0.1.2 1/4	0.1.2 1/4	0.1.2 1/4	0.1.2 1/4	0.1.2 1/4
15'	15'	15'	15'	15'	15'	15'	15'	15'	15'	15'

1	2	3	4	5	6	7	8	9	10	11
0.1.13	0.1.13	0.1.13	0.1.13	0.1.13	0.1.13	0.1.13	0.1.13	0.1.13	0.1.13	0.1.13
15'	15'	15'	15'	15'	15'	15'	15'	15'	15'	15'

To Sydney

W. M. H. Gibbins
 (Owner & Occupier)

Prepd. 10/25/16
 Exd. HTV.J. 25-5-66



J. B. Elphinstone
 (Owner)

DP 995 (E)

DP 995

DP 995 (E)

AUBURN
 AU

Parish of Liberty Pla
 Sca

PARRAMATTA

ROAD	45' 9"	50'	295° 06' 30"				50'
	1	2	3	4	5	6	7
	200'	200' 1"					200' 1"
	36p	36½p		ea			36½p
	52' 3"	50'					50'
	71' 9"	187' 2"	1r. 7¾p		38p		8
	50' 0¼"	189' 5"	34¾p		30¾p		9
	34	191'					50'
	33	35½p					10
	32	192' 7"					11
	31	194' 2"					12
30	195' 9"					13	
29	197' 4"					14	
28	199'					15	
27	200' 7"					16	
26	202' 2"					17	
25	203' 9"					18	
24	205' 4"					19	
23	206' 11"					20	
22	208' 5"					21	
21	210' 7"	1r. 10¾p				22	
66' 0¼"						66'	

ROAD	50' 2"	50'	295° 06' 30"				50'
	1	2	3	4	5	6	7
	200' 1"						200' 1"
	36½p			ea			36½p
	50' 2"	200' 1"					40' 11' 9"
	58' 4"	200' 1"	1r. 0¾p		35½p		9
	50'	200'					10
	35	36½p					11
	34						12
	33						13
	32						14
31						15	
30						16	
29						17	
28						18	
27						19	
26						20	
25						21	
24						22	
23						23	
66'						66'	

ROAD	50'	50'	
	1	2	3
	200' 4"	200' 4"	200' 4"
	36½p	36½p	
	50'	50'	200' 4"
	41' 4"	35	200' 4"
	50'	34	200' 4"
	33	32	
	31	30	
	29	28	
	27	26	
25	24		
23	22		
66'	1r.	200'	

SIMPSON

ROAD	66' 0¼"	212' 8"		165'
	34	1r. 12¾p		1
	50' 0¼"	214' 9"		2
	33	39¾p	30¾p	50'
	32	216' 4"		3
	31	39¾p		4
	1r.	217' 11"		5
	30	219' 6"		6
	29	1r. 0¾p		7
	28	221' 1"		8
	27	1r. 0¾p		9
26	222' 8"		10	
25	1r. 1p		each	
24	224' 4"		each	
23	1r. 1½p		each	
22	225' 11"		each	
21	1r. 1½p		each	
20	227' 6"		each	
19	1r. 1¾p		each	
18	229' 1"		each	

ROAD	66'	200'		200'
	34	1r. 8¾p		1
	50'			2
	33	36½p		50'
	32			3
	31			4
	30			5
	29			6
	28			7
	27			8
	26			9
25			10	
each			each	
each			each	
each			each	
each			each	

ROAD	66'	200'
	34	1r.
	50'	
	33	36½p
	32	
	31	
	30	
	29	
	28	
	27	
	26	
25		
each		
each		
each		

DP 995 (E)

W. M. H. Gibbins (owner & occupier)

SIMPSON

212' 8"	165'
66' 0 1/2" 34	1r. 12 3/4 p
50' 0 1/2" 33	2 1/4' 9"
32	39 1/2 p
31	216' 4"
30	217' 11"
29	1r. 219' 6"
28	1r. 0 1/2 p
27	221' 1"
26	1r. 0 3/4 p
25	222' 8"
24	1r. 1p
23	224' 4"
22	1r. 1 1/2 p
21	225' 11"
20	1r. 1 1/2 p
19	227' 6"
18	1r. 1 3/4 p
17	229' 1"
16	1r. 2p
15	230' 8"
14	1r. 2 1/2 p
13	232' 5"
12	1r. 2 3/4 p
11	233' 11"
10	1r. 3p
9	235' 6"
8	1r. 3p
7	234' 8"
6	1r. 2 1/2 p
5	231' 9"
4	1r. 15 1/2 p
3	227' 11"
2	165'

200'	200'
66' 34	1r. 8 1/4 p
50' 33	36 1/2 p
32	36 1/2 p
31	
30	
29	
28	
27	
26	
25	
24	
23	
22	
21	
20	
19	36 1/2 p
18	1r. 8 1/4 p
17	1r. 8 1/4 p
16	36 1/2 p
15	
14	
13	
12	
11	
10	
9	
8	
7	
6	
5	
4	
3	
2	
1	

DP 995 (E)

W. M. H. Gibbins (owner & occupier)

HALL

224' 1"	165'
66' 1" 30	1r. 13 1/2 p
50' 3/4" 29	220' 3"
28	1r.
27	217' 4"
26	39 1/2 p
25	214' 5"
24	39p
23	211' 6"
22	38 1/2 p
21	208' 6"
20	38p
19	205' 6"
18	37 1/2 p
17	202' 9"
16	36 3/4 p
15	199' 10"
14	36 1/4 p
13	196' 10"
12	35 3/4 p
11	134' 1"
10	1r. 11p
9	30 1/2 p
8	165'
7	32p
6	30 1/2 p
5	50'
4	50'
3	50'
2	50'
1	66'

200'	200'
66' 32	1r. 8 1/4 p
50' 31	36 1/2 p
30	36 1/2 p
29	
28	
27	
26	
25	
24	
23	
22	
21	
20	
19	
18	
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14	
13	
12	
11	
10	
9	
8	
7	
6	
5	
4	
3	
2	
1	

DP 995 (E)

C. S. & W. Railway

Auburn Station

A/S Tracing Est AG 29 10 18

(FOR)

Ref: /Src:U

URN DOWNS

DP 995(E)

AUBURN

erty Plains, County of Cumberland

Scale 100 feet to an Inch

2	3	4	5	6	7	8
ea	ea	ea	ea	ea	ea	ea
50'	50'	50'	50'	50'	50'	50'
200'	200'	200'	200'	200'	200'	200'
36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p
1r. 8 1/2 p	1r. 14 p	1r. 14 p	1r. 14 p	1r. 14 p	1r. 14 p	1r. 14 p
200'	200'	200'	200'	200'	200'	200'

1	2	3	4	5	6	7	8
ea	ea	ea	ea	ea	ea	ea	ea
50'	50'	50'	50'	50'	50'	50'	50'
200'	200'	200'	200'	200'	200'	200'	200'
36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p
1r. 8 1/2 p	1r. 2 1/2 p	1r. 2 1/2 p	1r. 2 1/2 p	1r. 2 1/2 p	1r. 2 1/2 p	1r. 2 1/2 p	1r. 2 1/2 p
200'	200'	200'	200'	200'	200'	200'	200'

1	2	3	4	5	6
ea	ea	ea	ea	ea	ea
50'	50'	50'	50'	50'	50'
200'	200'	200'	200'	200'	200'
36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p
1r. 3 p	1r. 3 p	1r. 3 p	1r. 3 p	1r. 3 p	1r. 3 p
158'	158'	158'	158'	158'	158'

12	11	10	9	8	7	6	5	4	3	2	1
ea	ea	ea	ea	ea	ea	ea	ea	ea	ea	ea	ea
50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'
200'	200'	200'	200'	200'	200'	200'	200'	200'	200'	200'	200'
36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p
1r. 8 1/2 p	1r. 8 1/2 p	1r. 8 1/2 p	1r. 8 1/2 p	1r. 8 1/2 p	1r. 8 1/2 p	1r. 8 1/2 p	1r. 8 1/2 p	1r. 8 1/2 p	1r. 8 1/2 p	1r. 8 1/2 p	1r. 8 1/2 p
200'	200'	200'	200'	200'	200'	200'	200'	200'	200'	200'	200'

12	11	10	9	8	7	6	5	4	3	2	1
ea	ea	ea	ea	ea	ea	ea	ea	ea	ea	ea	ea
50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'
200'	200'	200'	200'	200'	200'	200'	200'	200'	200'	200'	200'
36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p	36 1/4 p
1r. 8 1/2 p	1r. 8 1/2 p	1r. 8 1/2 p	1r. 8 1/2 p	1r. 8 1/2 p	1r. 8 1/2 p	1r. 8 1/2 p	1r. 8 1/2 p	1r. 8 1/2 p	1r. 8 1/2 p	1r. 8 1/2 p	1r. 8 1/2 p
200'	200'	200'	200'	200'	200'	200'	200'	200'	200'	200'	200'

12	11	10	9	8	7	6	5	4	3	2	1
ea	ea	ea	ea	ea	ea	ea	ea	ea	ea	ea	ea
50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'
200'	200'	200'	200'	200'	200'	200'	200'	200'	200'	200'	200'
38 1/4 p	38 1/4 p	38 1/4 p	38 1/4 p	38 1/4 p	38 1/4 p	38 1/4 p	38 1/4 p	38 1/4 p	38 1/4 p	38 1/4 p	38 1/4 p
158'	158'	158'	158'	158'	158'	158'	158'	158'	158'	158'	158'

ROAD

ROAD

ROAD

ROAD

to Sydney

RESERVE

Company (Owner & Occupier)

DP 995(E)

DP995

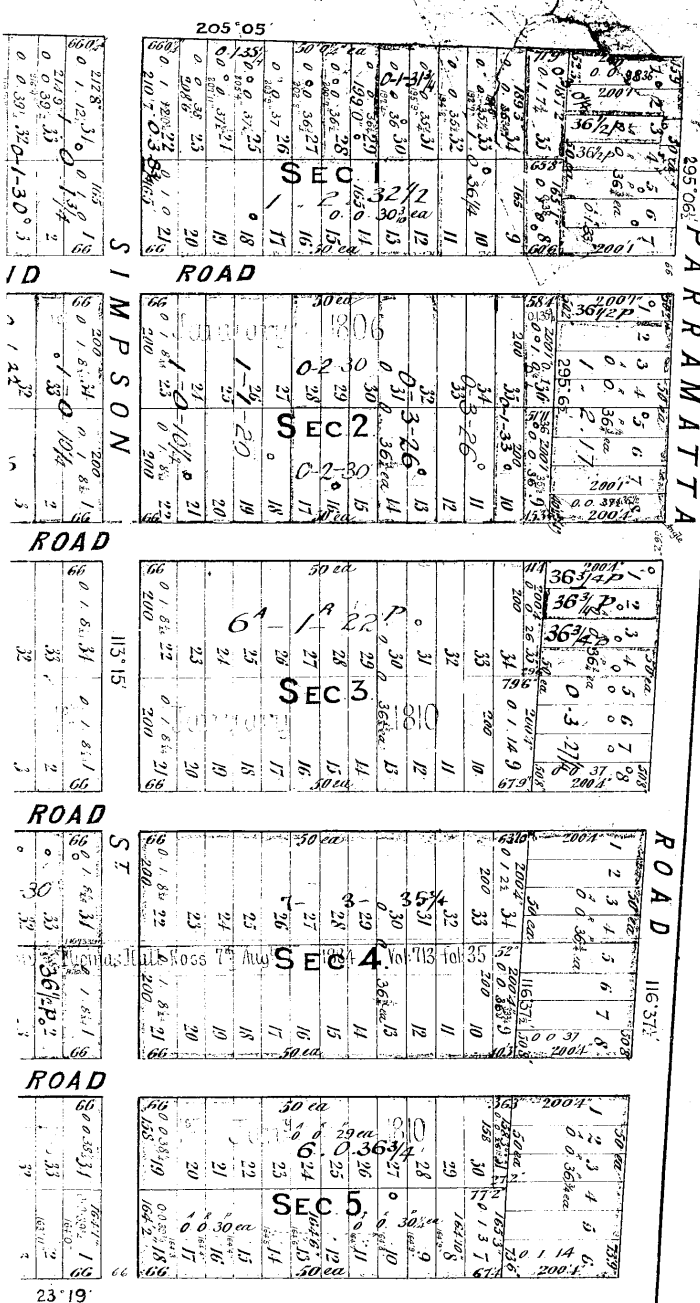
COPY MADE & 2018.24.17
 EXAMINED

995

**AUBURN DOWNS
 AUBURN
 PARISH OF LIBERTY PLAINS
 COUNTY OF CUMBERLAND**

*W. H. Johnson, Sr.
 Annunciation
 Martin Luther King, Jr.
 St. Ignace
 Mary & Joseph*

Scale 200 feet to one inch



Map - Mer

ring Co

Quoted by
W.C. 11.2.20

W. M. H. Gibbins
(Owner & Occupier)

DP 995 (E)



⊗ for resubⁿ see Dep^d Plan 1251

Sydney Meat Preserving Co
(Owner & Occupier)

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 04/03/2019 13:38
Order No. 55775037
Certificate No: 86849754
Your Reference: 1383
Certificate Ordered: NSW LRS - Copy of Dealing - Dealing L641448
Available: Y
Size (KB): 414
Number of Pages: 4
Scan Date and Time: 16/04/1997 20:56

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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

0 - L641448

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

FEES: £ s d
 Lodgment : :
 Endorsement : :
 : :
 : :
 : :
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 : :
 : :
 : :
 : :
 £ \$10



R.P. 13A No. 0300
 New South Wales

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)

RETURNED SERVICES LEAGUE OF AUSTRALIA (N.S.W. BRANCH) formerly
named THE RETURNED SAILORS SOLDIERS AND AIRMEN'S IMPERIAL LEAGUE
OF AUSTRALIA (NEW SOUTH WALES BRANCH) INCORPORATED

(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.

(herein called transferor)
 being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of ONE DOLLAR (\$1-00)

(the receipt whereof is hereby acknowledged) paid to it by

and grant
CEYLON SALES (INTERSTATE) PTY. LIMITED 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.

CEYLON SALES (INTERSTATE) PTY. LIMITED of 43 Reservoir Street, Sydney.
2000

(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 ") 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. ").

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

County.	Parish.	Reference to Title.			Description of Lands (if part only).
		Whole or Part.	Vol.	Fol.	
<u>CUMBERLAND /</u>	<u>LIBERTY PLAINS /</u>	<u>PART /</u>	<u>1245 /</u>	<u>192</u>	Being that part of such land (being Lot 5 of Section 11 in Deposited Plan No. 995) as constitutes the strip of land three (3) feet wide, wholly within the said Lot 5 running along and within the southern boundary thereof for the full length of such southern boundary (such strip of land three (3) feet wide being hereinafter referred to as the "servient tenement")

Unless authorised by Reg. 63 Conveyancing Act, Regulations, 1961 a plan may not be annexed to or endorsed on this transfer form.

C. G. S. to [signature]

YAS And the transferee covenant(s) with the transferor^d

AN EASEMENT TO DRAIN WATER as appurtenant to the land comprised in Certificate of Title Volume 1421 Folio 20 (being Lot 26 of Section 11 in Deposited Plan No. 995) across and through the servient tenement PROVIDED THAT, for the purpose of the construction of this instrument, there shall be, and be deemed to be, added to the words set out in Part III of Schedule VIII to the Conveyancing Act, 1919 (as amended) ^{the} words :-

YAS ... PROVIDED THAT, subject to such full and free right as aforesaid, the transferor or any other person who is at any time entitled to an estate or interest in possession in the land herein indicated as the servient tenement, shall be entitled to retain the use of the servient tenement for the purposes of the parking and drainage".

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

*Case: Easement water (S.7) V. 1421 F. 20
(S.7) V. 1245 F. 12.*

ENCUMBRANCES, &c., REFERRED TO:

NIL.

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, 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 affirmation as to each of the questions set out in Sec. 105 (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 Commissioners' 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 Office, 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 is signed or acknowledged before one of these parties.

Signed at Sydney

the seventh day of November 1969.

Signed by the said Transferor by the authority of State Council Minute No. 195/69 dated 24 November 1969 in verification of which the Common Seal of the Returned Services League (N.S.W. Branch) has been affixed.

In the presence of *[Signature]* State Secretary

[Signature]
Member of State Council

[Signature]
Member of State Council

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

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act, and that I am the solicitor for the Transferee whose execution of this Instrument cannot be obtained without difficulty and delay.
[Signature] (V.H. Boyd)
Solicitor for the Transferees

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 declared that he personally knew _____ the attesting witness to this instrument and that the name purporting to be such 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 _____ was of sound mind and freely and voluntarily signed the same.

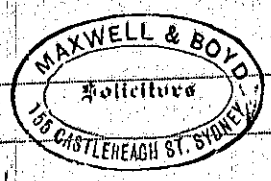
* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† 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 attestation being verified by signature or initials in the margin, or noticed in the attestation.

L641443

LODGED BY



No. _____

Phone: 26-6704

FEES.
 The Fees, which are payable on lodgment, are as follows:—
 (a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.
 (b) A supplementary charge of 4s. 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.

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

1 _____
 2 - 1 (ex prod V have) Received ✓ Docs. ✓
 3 _____
 4 _____
 5 _____
 6 _____
 Receiving Clerk. *[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 residuum 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.

11/11/1969
 LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <i>and Grant of an Easement to draw Water.</i>
Checked by <i>[Signature]</i>	Particulars entered in Register Book.
Passed (in S.D.B.) by <i>[Signature]</i>	on 30.12.1969
Signed by <i>[Signature]</i>	at 10 A.M.
	<i>[Signature]</i> Registrar General.

PROGRESS RECORD.

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

D

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 04/03/2019 13:38
Order No. 55775037
Certificate No: 86849755
Your Reference: 1383
Certificate Ordered: NSW LRS - Copy of Dealing - Dealing AG937330
Available: Y
Size (KB): 28
Number of Pages: 1
Scan Date and Time: 26/04/2012 14:01

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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

Form: 15CB
Release: 3.2

CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 199
Real Property Act 1900



AG937330A

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

For the common property CP/SP33352

(B) LODGED BY

Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Grace Fung & Associates PO Box 320 Auburn NSW 1835 Tel: 9749 4766	CODE
	Reference: _____	CB

(C) The Owners-Strata Plan No. 33352 certify that pursuant to a resolution passed on 30 November 2011 and
 (D) in accordance with the provisions of S52 of the Strata Schemes Management Act 1996
 the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. Special By-Law No. 1
 Amended by-law No. NOT APPLICABLE
 as fully set out below:

Common property for exclusive personal use.
 Any common property for the exclusive personal use shall be the responsibility of the unit/ lot owner.

This applies to all lots within The Owners - Strata Plan No.33352



(F) The common seal of the Owners-Strata Plan No: 33352 was affixed on 18 April 2012 in the presence of—

Signature(s): *Kenneth Stevenson*

Name(s): Kenneth Stevenson

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



CUMBERLAND
COUNCIL

Veronica Liu Conveyancing
1/116 South Parade
AUBURN NSW 2144

Certificate No: 32748
Receipt No: 1429765
Date: 4 March 2019
Your Reference: 1383:35275

PLANNING CERTIFICATE

Issued under Section 10.7(2) of the
Environmental Planning and Assessment Act, 1979

PROPERTY DETAILS

Address: 15 Macquarie Road, AUBURN NSW 2144

Legal Description: Lot 0 SP 33352

Owner(s) Name (as recorded by Council):

Proprietors of SP 33352
C/- Stm Strata Management
PO Box 72
STRAWBERRY HILLS NSW 2012

In accordance with the requirements of Section 10.7(2) of the *Environmental Planning and Assessment Act, 1979* (as amended), the following prescribed matters relate to the land at the date of this certificate.

Note: The information contained in Planning Certificates issued for a lot within Strata-Titled development relates to the land the development is situated on.

1. Names of Relevant Planning Instruments and DCPs

The name of:

- (a) *each environmental planning instrument that applies to the carrying out of development on the land.*
- (b) *each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).*
- (c) *each development control plan that applies to the carrying out of development on the land.*

In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

- 1(a) State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
- Auburn Local Environmental Plan 2010 as amended
- Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
- State Environmental Planning Policy No. 19 Bushland in Urban Areas
- State Environmental Planning Policy No. 21 Caravan Parks
- State Environmental Planning Policy No. 30 Intensive Agriculture
- State Environmental Planning Policy No. 32 Urban Consolidation (Redevelopment of Urban Land)
- State Environmental Planning Policy No. 33 Hazardous and Offensive Development
- State Environmental Planning Policy No. 50 Canal Estate Development
- State Environmental Planning Policy No. 55 Remediation of Land
- State Environmental Planning Policy No. 62 Sustainable Aquaculture
- State Environmental Planning Policy No. 64 Advertising and Signage
- State Environmental Planning Policy No. 65 Design Quality of Residential Flat Development (Amendment 3)
- State Environmental Planning Policy No. 70 Affordable Housing (Revised Schemes)
- State Environmental Planning Policy (Affordable Rental Housing) 2009
- State Environmental Planning Policy Building Sustainability Index: BASIX 2004
- State Environmental Planning Policy (State Significant Precincts) 2005
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
- State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
- State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
- State Environmental Planning Policy (State and Regional Development) 2011
- 1(b) Draft State Environmental Planning Policy (Competition) 2010
- 1(c) Auburn Development Control Plan 2010.

2. Zoning and Land Use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

- (a) *the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No. 2(a)),*
- (b) *the purpose for which the plan or instrument provides that development may be carried out within the zone without the need for development consent,*

- (c) *the purposes for which the plan or instrument provides that development may not be carried out within the zone except with development consent,*
- (d) *the purposes for which the plan or instrument provides that development is prohibited within the zone,*
- (e) *whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,*
- (f) *whether the land includes or comprises critical habitat,*
- (g) *whether the land is in a conservation area (however described),*
- (h) *whether an item of environmental heritage (however described) is situated on the land.*

(a) Zone B4 - Mixed Use (Auburn Local Environmental Plan 2010)

(b) Under the provisions of the Auburn Local Environmental Plan 2010, development for the purpose of the following may be carried out within the zone WITHOUT DEVELOPMENT CONSENT:

- the provisions specified under Part 2 Permitted or Prohibited Development of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out development consent.
- the provisions specified under uses permitted without consent under the Land Use Table - Zone B4 Mixed Use of the Auburn Local Environmental Plan 2010.
- the provisions listed under exempt development which satisfies the criteria for exempt development relevant to the applicable zone under Part 3 Exempt and Complying Development of the Auburn Local Environmental Plan 2010.
- the provisions specified under Part 5 Miscellaneous Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out without development consent.
- the provisions specified under Part 6 Additional Local Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out without development consent.

NOTE: The certificate provides zoning information for the land that is the subject of this certificate only. The applicant must refer to the Auburn Local Environmental Plan 2010 and associated maps in order to determine detailed provisions for above when carrying out development without consent under the applicable zone. The Auburn Local Environmental Plan 2010 written instrument and maps are available on the New South Wales legislation website at www.legislation.nsw.gov.au.

(c) Under the provisions of the Auburn Local Environmental Plan 2010, development for the purpose of the following may be carried out within the zone WITH DEVELOPMENT CONSENT:

- the provisions specified under Part 2 Permitted or Prohibited Development of the Auburn Local Environmental Plan 2010, there may be certain provisions which may be carried out with development consent.
- the provisions specified under objectives of the zone of the Land Use Table - Zone B4 Mixed Use of the Auburn Local Environmental Plan 2010, the consent authority may not grant development consent to the carrying out of development within the applicable zone unless the consent authority is of the opinion that the carrying out of the development is consistent with the objectives of the zone.
- the provisions listed under uses permitted with consent in the Land Use Table - Zone B4 Mixed Use of the Auburn Local Environmental Plan 2010.
- the provisions listed under complying development which satisfies the criteria for complying development relevant to the applicable zone under Part 3 Exempt and Complying Development of the Auburn Local Environmental Plan 2010.

- the provisions specified under Part 5 Miscellaneous Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out with development consent.
- the provisions specified under Part 6 Additional Local Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out with development consent.

NOTE: The certificate provides zoning information for the land that is the subject of this certificate only. The applicant must refer to the Auburn Local Environmental Plan 2010 and associated maps in order to determine detailed provisions for above when carrying out development with consent under the applicable zone. The Auburn Local Environmental Plan 2010 written instrument and maps are available on the New South Wales legislation website at www.legislation.nsw.gov.au.

- (d) Development for a purpose that is listed as being 'Prohibited' for the applicable zone is currently included under Part 2 Permitted or Prohibited Development and the Land Use Table of the Auburn Local Environmental Plan 2010.

NOTE: The certificate provides zoning information for the land that is the subject of this certificate only. The applicant must refer to the Auburn Local Environmental Plan 2010 and associated maps in order to determine detailed provisions for prohibited development under the applicable zone. The Auburn Local Environmental Plan 2010 written instrument and maps are available on the New South Wales legislation website at www.legislation.nsw.gov.au.

- (e) There are no development standards applying to this land that fix a minimum land dimension for the erection of a dwelling-house.
- (f) The land does not include or comprise critical habitat.
- (g) The land is not located within a heritage conservation area under the provisions of Auburn Local Environmental Plan 2010.
- (h) The land has not been identified as containing an item of environmental heritage significance under the Auburn Local Environmental Plan 2010.

3. Complying Development

- (1) *The extent to which the land is land on which complying development may be carried out 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.*
- (2) *The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.*

General Housing Code

- (1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

Rural Housing Code

- (1) or (2) The land is not affected by the Rural Housing code.

Housing Alterations Code and Industrial Alterations Code

- (1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

General Development Code

- (1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

Commercial and Industrial (New Buildings and Additions) Code

- (1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

Subdivisions Code

- (1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

Demolition Code

- (1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.

Fire Services Code

- (1) or (2) The land is not excluded from State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the clauses 1.17A (1), (c) to (e), (2), (3), (4), 1.18 (1) (c3) and 1.19. Complying development may be carried out on the land if the land is in an applicable land use zone and it meets the relevant land based requirements for complying development under this SEPP.
- (3) *If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.*
- (3) Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land when a land based restriction applies to the land, but it may not apply to all of the land.

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

*In relation to a coastal council—whether the owner (or any previous owner) of the land has 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 Act).*

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

- 4b. The land is currently not affected by provisions included under this part.

5. Mine Subsidence

*Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the *Mine Subsidence Compensation Act, 1961*.*

The land is not located in an area proclaimed to be a mine subsidence district within the meaning of Section 15 of the *Mine Subsidence Compensation Act, 1961*.

6. Road Widening and Road Realignment

Whether or not the land is affected by any road widening or road realignment under:

- (a) *Division 2 of Part 3 of the *Roads Act, 1993*, or*
 - (b) *Any Environmental Planning Instrument, or*
 - (c) *Any resolution of the Council.*
- (a) The land is not affected by any road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*.
 - (b) The land is not affected by any road widening or road realignment under any Environmental Planning Instrument.
 - (c) The land is not affected by any road widening or road realignment under a Council resolution.

7. Council and other public authority policies on Hazard Risk Restriction

Whether or not the land is affected by a policy:

- (a) *adopted by the Council, or*
- (b) *adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council.*

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

- (a) Land is affected by relevant acid sulphate soil classes 1 to 5 (high to low probability of acid sulphate soils being present) under Auburn Local Environmental Plan 2010. To determine the relevant acid sulphate soils class for the land, the applicant should refer to Council’s Acid Sulphate Soils Map - Auburn Local Environmental Plan 2010 which is available on the New South Wales legislation website at www.legislation.nsw.gov.au.

The land is not affected by a flood control lot under the Auburn Local Environmental Plan 2010.

- (b) Council has been notified by Parramatta City Council that the following Flood Management Studies have been carried out and adopted. They are:
1. Duck River Flood Study Parramatta City Council – Final Flood Study Report (September 2006)
 2. Lower Parramatta River Flood Plain Risk Management Study – Draft February 2003

For more detailed information and enquiries regarding the above flood studies and affected areas please contact Council's Works and Services Department, Engineering Division.

Council has been notified that the Department of Planning has adopted the *New South Wales Coastal Planning Guideline: Adapting to Sea Level Rise (August 2010)*. The guideline can be viewed at www.planning.nsw.gov.au.

The applicant should also refer to projected sea level rise low, medium and high scenario maps on http://www.ozcoasts.org.au/climate/Map_images/Sydney/mapLevel2.jsp for further information.

7a Flood related Development Controls Information

- (1) *Whether or not the development on that land or part of the land for the purposes of dwellings, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.*

If development on the land or part of the land for above purposes is affected by a flood control lot under Auburn Local Environmental Plan 2010, the applicant should refer to Council's Stormwater Drainage Part - Auburn Development Control Plan 2010 on the New South Wales legislation website at www.legislation.nsw.gov.au.

- (2) *Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.*

If development on the land or part of the land under Auburn Local Environmental Plan 2010 for any other purposes is subject to flood related development controls, the applicant should refer to Council's Stormwater Drainage Part of the Auburn Development Control Plan 2010 available on the New South Wales legislation website at www.legislation.nsw.gov.au.

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

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

8. Land Reserved for Acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

The land is not affected by the Auburn Local Environmental Plan 2010 - Land Reservation Acquisition Map for the purposes of acquisition under the Act.

9. Contributions Plans

The name of each Contributions Plan applying to the land:

Auburn Development Contributions Plan 2007

9A Biodiversity Certified Land

If the land is biodiversity certificate land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect.

The land is not biodiversity certified land within the meaning of the above Act.

10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of the Environment and Heritage).

The land is not a biodiversity stewardship site under the above Act.

10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

Council has not been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

11. Bush Fire Prone Land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.

The land is not bushfire prone land under the Act.

12. Property Vegetation Plans

If the land is land to which a Property Vegetation Plan under the Native Vegetation Act, 2003 applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

The land is not affected by a Property Vegetation Plan under the Native Vegetation Act, 2003.

13. Orders under the Trees (Disputes Between Neighbours) Act 2006

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 (but only if the Council has been notified of the order).

The land is not affected by an order issued under the Trees (Disputes between Neighbours) Act 2006.

14. Directions under Part 3A (Environmental Planning and Assessment Act 1979)

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

There are no ministerial directions in force under section 75P (2) (c1) of the Environmental Planning and Assessment Act 1979.

15. Site compatibility certificates and conditions for seniors housing

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies:

- (a) *a statement of whether there is a current site compatibility certificate (seniors housing), of which the Council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:*
- (i) the period for which the certificate is current, and*
 - (ii) that a copy may be obtained from the head office of the Department, and*
- (b) *a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.*

(a) & (b) The land is not subject to a site compatibility certificate.

16. Site Compatibility Certificates for Infrastructure, schools or TAFE establishments

A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools, or TAFE establishments) , of which the Council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) *the period for which the certificate is valid, and*
- (b) *that a copy may be obtained from the head office of the Department.*

(a) & (b) There is no site compatibility certificate issued for infrastructure, schools or TAFE establishments in respect of the land.

17. Site Compatibility Certificates and Conditions for Affordable Rental Housing

- (1) *A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:*
- (a) the period of which the certificate is current, and*
 - (b) that a copy may be obtained from the head office of the Department.*
- (2) *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 have been imposed as a condition of consent to a development application in respect of the land.*

(1) & (2) There is no current site compatibility certificate (affordable rental housing) of which council is aware or 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 for the land.

18. Paper Subdivision Information

- (1) *The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.*
- (2) *The date of any subdivision order that applies to the land.*
- (3) *Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.*

- (1), (2) & (3) The land is not affected by a proposed or adopted development plan by Council or a subdivision order.

19. Site Verification Certificates

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- (a) *the matter certificated by the certificate, and*

Note. *A site verification certificate sets out the Director-General'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.*

- (b) *the date on which the certificate ceases to be current (if any), and*
 (c) *that a copy may be obtained from the head office of the Department.*

- (a), (b) & (c) There is no site verification certificate on the land.

20. Loose-fill Asbestos Insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act, 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

Council is not aware of any land being affected.

21. Affected building notices and building product rectification orders

- (1) *A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.*

- (2) *A statement of:*

- (a) *whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and*
 (b) *whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.*

- (3) *In this clause:*

affected building notice *has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.*

building product rectification order *has the same meaning as in the Building Products (Safety) Act 2017.*

Council is not aware of the land being affected.

Note:

Section 59(2) of the Contaminated Lands Management Act 1997 prescribes the following matters that are to be specified in a Planning Certificate:

- a) *That the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,*
 b) *That the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,*
 c) *That the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,*

- d) *That the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,*
- e) *That the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided any time to the local authority issuing the certificate.*
- (a) The land is not significantly contaminated land (or part of the land) within the meaning of the *Contaminated Lands Management Act 1997* at the date when the certificate is issued.
- (b) The land is not subject to a management order within the meaning of the *Contaminated Lands Management Act 1997* at the date when the certificate is issued.
- (c) The land is not the subject of an approved voluntary management proposal within the meaning of the *Contaminated Lands Management Act 1997* at the date when the certificate is issued.
- (d) The land is not subject to an ongoing maintenance order within the meaning of the *Contaminated Lands Management Act 1997* at the date when the certificate is issued.
- (e) The land is not subject to a site audit statement within the meaning of the *Contaminated Lands Management Act 1997*.

Hamish McNulty

Hamish McNulty
GENERAL MANAGER

Per: Monica Cologna
Manager- Strategic Planning - PLANNING

Please Note:

A Section 10.7(5) Certificate provides additional information relating to the subject land, including:

- Cumberland Plain Native Vegetation; and
- Other Information.

SEWERAGE SERVICE DIAGRAM

Municipality of *AUBURN*

No. *150737*

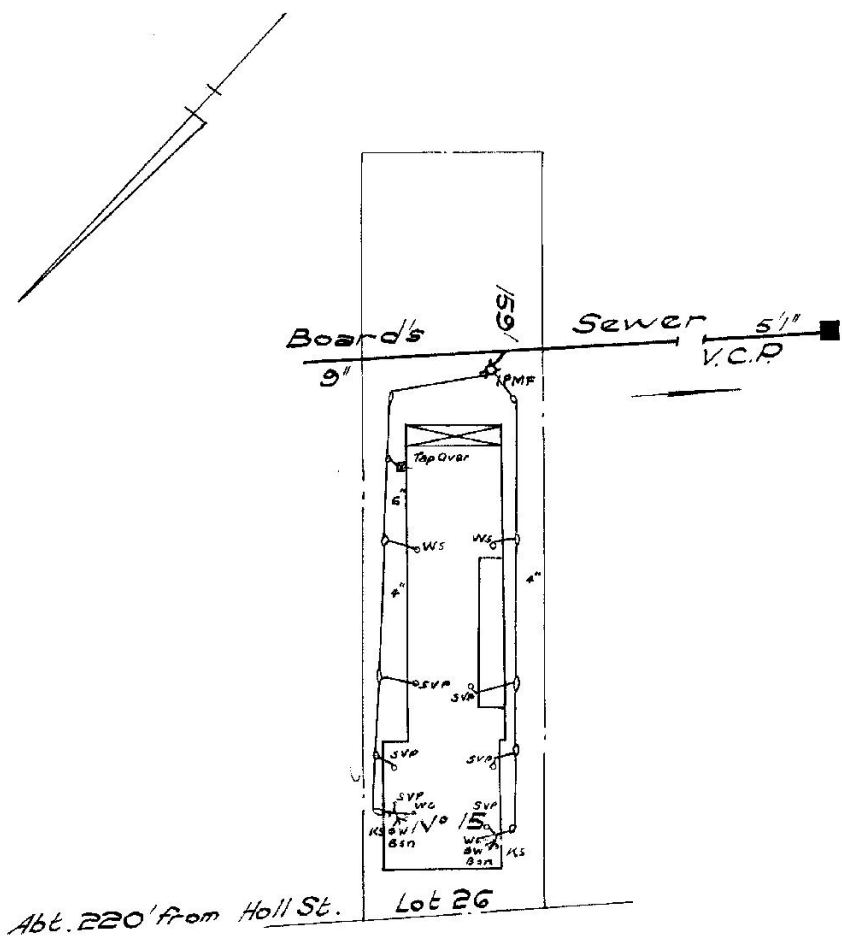
SYMBOLS AND ABBREVIATIONS

- | | | | |
|---------------------------|--------------------------|-------------------|--------------------------|
| □ Boundary Trap | ■ R.V. Reflex Valve | I.P. Induct Pipe | Bsn. Basin |
| ■ Pit | ↔ Cleaning Eye | M.F. Mica Flap | Shr. Shower |
| ▤ G.I. Grease Interceptor | ○ Vert. Vertical Pipe | T. Tubs | W.I.P. Wrought Iron Pipe |
| ▤ Gully | ○ V.P. Vent. Pipe | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe |
| ▤ P.T. P. Trap | ○ S.V.P. Soil Vent. Pipe | W.C. Water Closet | F. W. Floor Waste |
| ▤ 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



Abt. 220' from Holl St.

Lot 26

MACQUARIE

RD

RATE No. _____ W.C.s _____ U.C.s _____ 19____
 SHEET No. *1113* OFFICE USE ONLY For Engineer House Services

DRAINAGE		BRANCH OFFICE		PLUMBING	
W.C.	Supervised by _____	Date _____	Supervised by _____	Date _____	
Bth.	Inspector _____	Date _____	Inspector _____		
Shr.		Outfall _____			
Bsn.	Chief Inspector _____	Drainer _____			
K.S.		Plumber _____			
T.		Boundary Trap _____			
Pig.		is _____ required			
Dge. Int.					
Dge. Ext.	Tracing Checked _____				

87-0079

1140 386

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.

