

Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM	
Vendor's agent	Without intervention of agent	
Vendor	H. N. Olsen Pty Limited 5 Moorina Road PYMBLE NSW 2073	
Vendor's Solicitor	Colin Biggers & Paisley Pty Ltd Level 42, 2 Park Street SYDNEY NSW 2000	Ref: RRE:153460 Ph: (02) 8281 4555 Fax: (02) 8281 4567
Completion date	See special condition 54	
Land (Address, plan details and title reference)	81-83 The River Road, Revesby NSW 2212 Lot A in Deposited Plan 389151 and Lot 6 in Deposited Plan 595278 Folio Identifier A/389151 and 6/595278	
Improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> none <input type="checkbox"/> other:	
Attached copies	<input type="checkbox"/> Documents in the List of Documents as marked or as numbered: <input type="checkbox"/> Other documents:	

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

Inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
Exclusions	Tenant's fittings and fixtures
Purchaser	Kellaway BT Pty Ltd as custodian for Limejean Pty Ltd ATF S & P Kellaway Superannuation Fund as to 50/100, Hund BT Pty Ltd as custodian for Oakholm Pty Ltd ATF Hund Superannuation Fund as to 25/100 and Barber BT Pty Ltd as custodian for Cathy Pelican Pty Ltd ATF Cathy Barber Super Fund as to 25/100
Purchaser's solicitor	Ref: Ph: Fax:
Price	\$ 2,300,000
Deposit	\$ 1 (10% of the price, unless otherwise stated)
Balance	\$ 2,299,999
Contract date	3 May 2016 (if not stated, the date this contract was made)

SEE EXECUTION PAGE

Vendor _____ Witness _____

SEE EXECUTION PAGE

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

Purchaser JOINT TENANTS tenants in common in unequal shares Witness _____

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

Vendor duty is payable NO yes in full yes to an extent
 Deposit can be used to pay vendor duty NO yes
 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)

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

List of documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" 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 149(2) certificate (Environmental Planning and Assessment Act 1979) <input checked="" type="checkbox"/> 7 section 149(5) information included in that certificate <input type="checkbox"/> 8 sewerage connections diagram <input checked="" type="checkbox"/> 9 sewer mains 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 section 88G certificate (positive covenant) <input type="checkbox"/> 12 survey report <input type="checkbox"/> 13 section 317A certificate (certificate of compliance) <input type="checkbox"/> 14 building certificate given under <i>legislation</i> <input type="checkbox"/> 15 insurance certificate (Home Building Act 1989) <input type="checkbox"/> 16 brochure or note (Home Building Act 1989) <input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1982) <input type="checkbox"/> 18 lease (with every relevant memorandum or variation) <input type="checkbox"/> 19 other document relevant to tenancies <input type="checkbox"/> 20 old system document <input type="checkbox"/> 21 Crown tenure card <input type="checkbox"/> 22 Crown purchase statement of account <input type="checkbox"/> 23 Statutory declaration regarding <i>vendor duty</i>	<input type="checkbox"/> 24 property certificate for strata common property <input type="checkbox"/> 25 plan creating strata common property <input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i> <input type="checkbox"/> 27 strata development contract or statement <input type="checkbox"/> 28 strata management statement <input type="checkbox"/> 29 leasehold strata - lease of lot and common property <input type="checkbox"/> 30 property certificate for neighbourhood property <input type="checkbox"/> 31 plan creating neighbourhood property <input type="checkbox"/> 32 neighbourhood development contract <input type="checkbox"/> 33 neighbourhood management statement <input type="checkbox"/> 34 property certificate for precinct property <input type="checkbox"/> 35 plan creating precinct property <input type="checkbox"/> 36 precinct development contract <input type="checkbox"/> 37 precinct management statement <input type="checkbox"/> 38 property certificate for community property <input type="checkbox"/> 39 plan creating community property <input type="checkbox"/> 40 community development contract <input type="checkbox"/> 41 community management statement <input type="checkbox"/> 42 document disclosing a change of by-laws <input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 44 document disclosing a change in boundaries <input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

WARNINGS

- 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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

If you think that any of these matters affects the property, tell your solicitor.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 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.
- The purchaser will usually have to pay stamp duty on this contract. The sale will also usually be a vendor duty transaction. If duty is not paid on time, a party may incur penalties.
- If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- The purchaser should arrange insurance as appropriate.

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 or mediation (for example mediation under the Law Society Mediation Guidelines).

AUCTIONS

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

WARNING SWIMMING POOLS

An owner of property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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.

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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

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.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<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>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and drawn on its own funds by - <ul style="list-style-type: none"> ● a <i>bank</i>; or ● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; 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</i> by the <i>party</i> ;
<i>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<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.

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 only by unconditionally giving cash (up to \$2,000) or 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 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 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*, credit union or permanent building society, 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 Payment of vendor duty out of the deposit

- 3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
- 3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -
- 3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;
- 3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
- 3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
- 3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
- 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
- 3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;
- 3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
- the amount of *vendor duty* is repayable upon demand;
 - the vendor must lodge an application for refund of *vendor duty*; and
 - the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;
- 3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and
- 3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 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.
- 4.5 If this sale is exempt from *vendor duty* -
- 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
- 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
- 4.5.3 if the vendor complies with clause 4.5.1 -
- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
 - on completion the vendor must pay to the purchaser \$33.

5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *servicing* it -
- 5.1 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 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.3 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; 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.

8 Vendor's right to rescind

The vendor can *rescind* if -

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

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

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

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 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 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 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, pay an expense of another party or pay an amount 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 amount; but
- 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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 completion date, 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, 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.

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 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 adjust 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 Completion date

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

16 Completion

- **Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If the purchaser *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*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to 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 mentioned in Schedule J of the Supreme Court Rules 1970.
- 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 fax to the *party's solicitor*, unless 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, and 17 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* includes 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 page 1) 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 clause 2 (deposit).
- 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

- 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 -

'change', in relation to a scheme, means -

- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;

'common property' includes association property for the scheme or any higher scheme;

'contribution' includes an amount payable under a by-law;

'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;

'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

'the *property*' includes any interest in common property for the scheme associated with the lot;

'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 sinking 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.

- 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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;

23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and

23.6.3 the purchaser is liable for all other contributions levied 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.

- 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; or

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.

- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot 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* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 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.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 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.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 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 -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act 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 Act.
- 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;
 - 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; and
- 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 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 to the tenant 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.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

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) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part 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 completion date becomes the later of the completion date 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.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a 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;
29.7.3 the completion date becomes the later of the completion date 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;
 - 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 completion date becomes the later of the completion date 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.

Special Conditions

81 - 83 The River Road, Revesby NSW 2212

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Additional Clauses

30. Definitions and Interpretation

30.1 Definitions

In this Contract:

Adverse Affectation has the meaning given in the Regulation.

Authority means an authority having jurisdiction over the property (including its occupation, use or development) including any government, statutory body, corporation or service provider.

Building Certificate means a certificate issued in accordance with sections 149A-149E of the Environmental Planning and Assessment Act 1979 (NSW).

Claim means any claim, notice, demand, proceeding, investigation, judgement or action of any kind.

Completion Date means the due date for completion stated on the front page of this Contract.

Continuing Expenses means rates and charges of the municipal Council, the water authority and any other Authority which relate to services, supplies, rates and charges or other matters in respect of which liability passes or is assigned to the purchaser on Completion.

Contract means this contract of sale which consists of the Standard Form and the Special Conditions including any schedules or attachments.

Contract Date means the date of this Contract as shown on the front page of this Contract.

Conveyancing Act means the Conveyancing Act 1919 (NSW).

Cost means any cost, charge, expense, outgoing, payment, fee or penalty of any kind including legal and professional fees.

Default Rate means 7% per annum simple interest calculated on a daily basis.

Discharge means a registrable discharge, or surrender or withdrawal, of an Encumbrance.

Disclosed Documents means all documents or other information disclosed or referred to in this Contract or provided to the purchaser or its agents or advisors on behalf of the vendor by its agents or advisors.

Exclusions means all items noted as exclusions on the front page of this Contract.

Encumbrance includes a mortgage, lease or caveat.

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Inclusions means all fixtures and fittings, chattels, plant and equipment on the land except the Exclusions.

Law means any law whether that law arises under statute or common law or pursuant to any act, statutory instrument, regulation, order, ordinance, rule, by-law, proclamation, control, permit, approval, licence, notice or directive of any Authority or otherwise and includes any law relating to or affecting the property or its occupation, use or development.

Loss means any loss, damage (including death or injury) or Cost of any kind.

LPI means the Land and Property Information NSW.

Operating Expenses means all outgoings and operating expenses relating to the property including rates, taxes, assessments and land tax (including levies under the *Parking Space Levy Act 1992* (NSW)).

Price means the purchase price shown on the front page of this Contract.

Regulation means the Conveyancing (Sale of Land) Regulation 2010 (NSW).

Special Conditions means these special conditions.

Standard Form means the NSW Standard Form of Contract for Sale of Land - 2005 edition as amended by the Special Conditions.

30.2 Interpretation

In this Contract, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a party, clause, paragraph, schedule or attachment is a reference to a party, clause, paragraph, schedule or attachment to, or of, this Contract;
- (e) a reference to this Contract includes the Standard Form, the Special Conditions and any schedules or attachments;
- (f) headings are for convenience and do not affect interpretation;
- (g) if there is more than one person named as purchaser then the provisions of this Contract bind those persons jointly and severally;
- (h) a reference to "\$", "A\$" or "dollar" is a reference to Australian currency;
- (i) a reference to a time is a reference to Australian Eastern Standard Time or Australian Eastern Daylight Time, whichever is appropriate;
- (j) a reference to a party includes its executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (k) words and expressions denoting natural persons include bodies corporate, partnerships, associations, firms, governments and governmental authorities and agencies and vice versa;
- (l) a reference to any legislation or to any provision of any legislation includes:
 - (1) any modification, re-enactment or replacement of the legislation; and
 - (2) all legislation, statutory instruments and regulations issued under the legislation or provision;
- (m) the words "including", "for example", "such as" or other similar expressions (in any form) are not words of limitation;

- (n) reference to a party's liability to pay GST includes the liability of a member of a GST group in which that party is also a member; and
- (o) terms described on pages 1 and 2 of the Standard Form or defined in clause 30.1 of the Contract:
 - (1) have the same meanings when used in this Contract unless inconsistent with defined terms in clause 30.1 and whether or not in italics; and
 - (2) are capitalised when used in these Special Conditions; and
- (p) if there is any inconsistency between the Standard Form and Special Conditions, the Special Conditions prevail.

31. Variation of Standard Form

Clauses 1 to 29 (inclusive) in the Standard Form are amended as follows:

(a) Clause 1 - Definitions

- (1) In the definition of "adjustment date" the word "completion" is deleted and replaced with the words "Completion Date".
- (2) The definition of "bank" is deleted and replaced with:

"bank a body corporate authorised to carry on banking business in Australia under section 9 of the Banking Act 1959 (Cth) and which is listed in Schedule 1;"
- (3) The definition of "settlement cheque" is deleted and replaced with:

"settlement cheque an unendorsed cheque made payable to the person to be paid and drawn on its own funds by a bank or, if authorised in writing by the vendor or its solicitor, some other cheque;"
- (4) The following words are added at the end of the definition of "requisition":

"and which is not prohibited or restricted under any provision of this Contract;"

(b) Clause 2 - Deposit and other payments before completion

- (1) Clause 2.4: the words "cash (up to \$2,000) or" are deleted from this clause.
- (2) Clause 2.9: insert the following words at the end of clause 2.9:

"The deposit holder is not liable to the vendor or purchaser for loss of interest on the deposit, however occurring (other than by reason of fraud)".

(c) Clause 3 - Payment of vendor duty out of the deposit

This clause is deleted and replaced with:

"3 Deleted;"

(d) Clause 4 - Transfer

This clause is deleted and replaced with:

"4.5 Deleted;"

(e) Clause 7 - Claims by purchaser

Clauses 7.1.1 and 7.1.3 are deleted and the following new clause 7.1.3 substituted: "the purchaser does not serve notice waiving the claims by the completion date or the date occurring 14 days after service of the claim (whichever is earlier).

(f) Clause 8 - Vendor's right to rescind

Clauses 8.1 and 8.2 are deleted and the following new Clauses substituted:

"8.1 the vendor is unable or unwilling to comply with a requisition;

8.2 the vendor serves a notice of intention to rescind that specifies the requisition."

(g) Clause 9 – Purchaser's default

Omit clause 9.1 and substitute the following:

"keep or recover the deposit plus such further amount ("additional amount") which when added to the deposit equals 10% of the price (and the purchaser agrees the sum of the deposit and the additional amount represents a genuine pre-estimate of the vendor's losses, damages, costs and expenses in respect of the purchaser's failure to comply with this Contract);".

(h) Clause 10 - Restrictions on rights of purchaser

(1) Clause 10.1: The words "or ask the vendor to take any action or incur any Cost or delay completion" are added after the word "requisition" in this clause.

(2) Clause 10.1.8: The word "substance" is deleted and replaced with the word "existence".

(3) Clause 10.1.9: The word "substance" is deleted and replaced with the word "existence".

(4) Clause 10.2: The words "or delay completion" are added after the word "rescind" in this clause.

(i) Clause 14 - Adjustments

(1) Clause 14.1: The words "rates, water, sewerage and drainage service and usage charges, land tax and all other periodic outgoings" are deleted from this clause and replaced by the words "Operating Expenses".

(2) Clause 14.4.1: The words "and this Contract says that land tax is adjustable" are deleted.

(3) Clause 14.4.2: The words "the person who owned the land owned no other land;" are deleted.

(4) Clause 14.4.2: The words "the land was not subject to a special trust or owned by a non-concessional company; and" are deleted.

(5) The following is added as a new clause 14.4.3:

"14.4.3 on a multiple holding basis."

(j) Clause 16 - Completion

- (1) Clause 16.7: The words "cash (up to \$2,000)" are deleted.
- (2) Clause 16.12: The words "unless the nominated place is within the city of Sydney" are added at the end of this clause.

(k) Clause 20 - Miscellaneous

- (1) Clause 20.6.5: The words ", unless it is not received" are deleted and replaced with the words "on the day of transmission unless the facsimile is transmitted on a day which is not a business day or after 5.00pm on a business day in which case the notice is deemed to have been served at 9.00am on the next business day following the date of transmission."
- (2) Clause 20.10: The words "survey report" are deleted and replaced with the words "Disclosed Document".

(l) Clause 24 - Tenancies

This clause is deleted and replaced with:

"24 Deleted;".

(m) Clause 25 - Qualified title, limited title and old system title

This clause is deleted and replaced with:

"25 Deleted;".

(n) Clause 26 - Crown purchase money

This clause is deleted and replaced with:

"26 Deleted;".

(o) Clause 27 - Consent to transfer

This clause is deleted and replaced with:

"27 Deleted;".

(p) Clause 28 - Unregistered plan

This clause is deleted and replaced with:

"28 Deleted;".

(q) Clause 29 - Conditional Contract

This clause is deleted and replaced with:

"29 Deleted;".

32. Identity

32.1 Purchaser admits

The purchaser admits that:

- (a) the property as inspected by it is identical with the property described on the front page of the Standard Form;
- (b) any structure, fence, wall or improvement is located on or inside the title boundary to the land;
- (c) improvements located on adjoining properties do not encroach on to the land; and
- (d) any improvements on the land comply with all Laws.

32.2 No requisitions

The purchaser must not:

- (a) make any requisition, objection or Claim;
- (b) ask the vendor to take any action or incur any Cost; or
- (c) delay completion or rescind or terminate this Contract,

because of any matter, or any failure of the property to comply in any respect with any matter referred to in clause 32.1.

33. Laws

33.1 Laws affecting the property and its use

- (a) The property is sold subject to all Laws affecting the property, its use and development.
- (b) No Law constitutes a defect in the vendor's title or affects the validity of this Contract.

33.2 No requisitions etc.

The purchaser must not:

- (a) make any requisition, objection or Claim;
- (b) ask the vendor to take any action or incur any Cost; or
- (c) delay completion or rescind or terminate this Contract,

because of any matter, or any failure of the property to comply in any respect with any matter, referred to in clause 33.1.

33.3 Purchaser's risk

The purchaser:

- (a) is responsible for remedying, at its own Cost, any failure of the property to comply on the Contract Date with any Laws affecting the property; and
- (b) indemnifies the vendor in respect of all Claims and Loss which the vendor may incur or may become liable for as a result of the purchaser's failure to remedy any such failure.

34. Condition of property

34.1 No warranty or representation

The vendor makes no warranty or representation about:

- (a) the property;
- (b) the condition or state of repair, including as to structural soundness, of the property;
- (c) the suitability for use of the property and the potential for future development of the property;
- (d) the zoning of and planning restriction on the property;
- (e) the boundaries, description or area of the property;
- (f) the value and exact nature of the property; or
- (g) the present and future economic viability of the property,

and the purchaser relies on its own enquiries, inspection and knowledge in this respect.

34.2 No requisition etc.

The purchaser must not:

- (a) make any requisition, objection or Claim,
- (b) ask the vendor to take any action or incur any Cost, or
- (c) delay Completion or rescind or terminate this Contract,

because of or in connection with:

- (d) any matter referred to in clause 34.1;
- (e) any dilapidation, infestation, defect (latent or patent) or mechanical breakdown which may affect the property before Completion;
- (f) the roof or surface water drainage from the property being connected to a sewerage service;
- (g) there being or not being an easement or other right in respect of a service referred to in clause 10.1;
- (h) any sewerage service passing through the property;
- (i) any improvements erected over a sewerage service or easement;
- (j) the presence in or on the property of asbestos or other hazardous substances;
- (k) the condition or existence, non-existence or inadequacy of services;
- (l) the means of or lack of access to the property;
- (m) the absence of any fence in or around the property;
- (n) the present or future expenses associated with the ownership and operation of the property;
- (o) whether there are any notices or orders by any Authority, including a notice or order requiring work to be done or money spent in connection with the property; and
- (p) anything in connection with the property which is disclosed or referred to in this Contract.

35. Risk

35.1 Risk passes

- (a) The purchaser carries the risk of loss or damage to the property from the Completion Date until completion.
- (b) The vendor is not required to carry out any repair works, alterations or improvements to the property from the Contract Date.
- (c) The provisions of sections 66J to 66N of the Conveyancing Act do not apply to this Contract.

35.2 No requisitions etc

The purchaser must not:

- (a) make any requisition objection or Claim;
- (b) ask the vendor to take any action or incur any Cost; or
- (c) delay completion, or rescind or terminate this Contract,

because of the state of repair and condition of the property at Completion.

36. Whole Contract

36.1 Entire Agreement

The parties agree that this Contract constitutes the entire agreement between the parties in relation to the property and its purchase.

36.2 Conditions not in Contract

Any promise, condition, representation, information or warranty relating to or leading up to this transaction which has been provided or made by or on behalf of the vendor which is not set out or expressly referred to in this Contract is expressly negated and withdrawn.

37. Merger

The conditions of this Contract do not merge on Completion. Each condition will continue in force for as long as necessary to give effect to it.

38. Completion

38.1 Issue of notice to complete

- (a) If completion does not occur on or before the Completion Date, at any time thereafter either party (not then being in default under this Contract) may serve on the other a notice ("notice to complete") requiring completion of this Contract on a specified date being not less than 14 days ("notice period") after the date of service of the notice to complete.
- (b) The parties agree that:
 - (1) the notice period is sufficient.
 - (2) time will be essential for compliance with the notice to complete.

- (3) a party receiving the notice to complete cannot allege the notice to complete is invalid unless, when making the allegations, it provides full details of the grounds on which it bases its allegations.
- (c) A party may, at any time, withdraw its notice to complete without prejudice to the right to give a further notice.

38.2 Completion despite charge for outgoing

If any Encumbrance (excluding a caveat lodged by or on behalf of the purchaser) to which this Contract is not subject is noted on the certificate of title for the property on completion, then:

- (a) the purchaser must accept a duly executed Discharge which will remove the Encumbrance together with the applicable registration fee;
- (b) when the vendor gives the purchaser a Discharge, the vendor is regarded as having given the purchaser a transfer of the property free from the Encumbrance; and
- (c) without limiting paragraph (a), the vendor is not required to remove a charge on the property for an outgoing until completion is effected,

and vendor is entitled to serve a notice to complete on the purchaser despite the existence of a charge or an Encumbrance on the property at the time the notice is served or at any time after.

39. Purchaser Delay

- (a) If for any reason other than default on the part of the vendor, the purchaser does not complete this Contract on or before the Completion Date, then on Completion the purchaser must pay the vendor (by bank cheque at completion) interest calculated at the Default Rate on the Price payable under this Contract in respect of the period commencing on the day after the Completion Date and ending on Completion. It is agreed that this interest calculation represents a genuine pre-estimate of the vendor's losses and damages if completion is delayed otherwise than by vendor default.
- (b) Despite paragraph (a), the purchaser need not pay interest under this paragraph in respect of any period during which the purchaser's failure to complete is caused by the inability of the vendor to complete or, if the vendor is able to complete but fails to do so, by the vendor's failure to complete.
- (c) The purchaser is in default and cannot require the vendor to complete this Contract unless the interest payable under this Contract is paid to the vendor on Completion.

40. Not used

41. Deposit

- (a) Each party must, within 7 days of the Contract Date, notify the depositholder in writing of its tax file number.
- (b) Each party authorises the depositholder to give its tax file number to the Bank with which the Deposit is to be invested.
- (c) The depositholder need not invest the Deposit if he is not given the tax file number of both parties.
- (d) The purchaser authorises the depositholder to:
 - (1) lodge the deposit immediately after the Contract Date in accordance with Printed condition 2.9; and

- (2) withdraw the deposit and pay the interest earned under this Contract.
- (e) If this Contract is completed, or is rescinded and neither party is in default, the vendor and the purchaser are entitled to the interest earned on the deposit in equal shares.
- (f) If the vendor terminates this Contract because of the purchaser's default, or rescinds, the vendor is entitled to all interest earned on the deposit.
- (g) If the purchaser terminates this Contract because of the vendor's default, or rescinds, the purchaser is entitled to all interest earned on the deposit.

42. Stamp Duty

The purchaser must:

- (a) pay all stamp duty payable in respect of this Contract; and
- (b) stamp this Contract in accordance with the provisions of the Duties Act 1997 (NSW) and all other applicable Laws.

43. Not used

44. Not used

45. Insolvency

If:

- (a) any of the following events occur in relation to the purchaser (unless the event occurs as part of a solvent reconstruction, amalgamation, merger or consolidation that has been approved in writing by the vendor):
 - (1) it becomes insolvent as defined in the Corporations Act 2001 (Cth) ('Corporations Act') states that it is insolvent or is presumed to be insolvent under an applicable Law;
 - (2) it is wound up, dissolved or declared bankrupt or takes, or tries to take, advantage of Part X of the Bankruptcy Act 1966 (Cth);
 - (3) it becomes an insolvent under administration as defined in the Corporations Act;
 - (4) a liquidator, provisional liquidator, Controller (as defined in the Corporations Act), administrator, trustee for creditors, trustee in bankruptcy or other similar person is appointed to, or takes possession or control of, any or all of its assets or undertaking;
 - (5) it enters into or becomes subject to:
 - (A) any arrangement or composition with one or more of its creditors or any assignment for the benefit of one or more of its creditors; or
 - (B) any re-organisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;
 - (6) an application or order is made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken which is preparatory to or could result in any of 55(a) - 554(e) above;

- (7) it is taken, under section 459F(1) of the Corporations Act, to have failed to comply with a statutory demand;
 - (8) it suspends payment of its debts, ceases or threatens to cease to carry on all or a material part of its business or becomes unable to pay its debts when they fall due;
 - (9) any matter relating to it becomes subject to an investigation under the Australian Securities and Investments Commission Act 2001 (Cth) or the Corporations Act; or
 - (10) it dies or ceases to be of legal capacity or is otherwise incapable of managing its own affairs;
- (b) anything occurs which has a substantially similar effect to any of the events listed in clauses 45(a)(1) – 45(a)(10) or any action is taken that is preparatory to or could result in any of those events; or
- (c) the purchaser entered into this Contract in its capacity as the trustee of a trust, and then ceases to be the trustee of that trust,

then the purchaser is in default under this Contract in an essential respect and the vendor can terminate this Contract by serving a notice on the purchaser.

46. Warranties as to capacity

46.1 Warranties

Subject to clause 46.1 the purchaser represents and warrants that, as at the Contract Date and Completion:

- (a) it has full legal capacity and power to:
 - (1) own property; and
 - (2) enter into and perform its obligations under this Contract;
- (b) it has taken all action required, and obtained or been granted all consents, approvals, permissions and authorisations, whether internal or external, necessary to enable it to enter into, and perform its obligations under, this Contract;
- (c) this Contract constitutes a valid and legally binding obligation of it in accordance with its terms; and
- (d) no representation, warranty or other information provided by it contains any untrue statement of material fact or omits to state a material fact necessary to ensure that the representation, warranty or information is not misleading.

46.2 No breach

- (a) Despite anything in clause 46.1 the purchaser is not in breach of the warranties contained in clause 52.1 in respect of any matters which have been disclosed to the vendor.
- (b) The vendor acknowledges that:
 - (1) the purchaser is not liable for any inaccuracy in or breach of any of the warranties given by the purchaser under this Contract, if the inaccuracy or breach or the facts giving rise to the inaccuracy or breach is evidenced in the information which has been given to the vendor; and

- (2) the liability of the purchaser for any claim under the warranties given by the purchaser under this Contract, will be reduced or extinguished to the extent that the claim has arisen from any act or omission by the vendor.

47. Disclosed Documents

47.1 Purchaser acknowledgement

The purchaser acknowledges and warrants to the vendor that:

- (a) copies of the Disclosed Documents were inspected by it prior to it entering into this Contract;
- (b) the vendor makes no warranty or representation:
 - (1) as to the accuracy or completeness of the Disclosed Documents;
 - (2) that it has complied with any of the matters contained or referred to in the Disclosed Documents;
 - (3) that it holds any title (whether encumbered or unencumbered) to, or any rights under, any of the Disclosed Documents; or
 - (4) that it has in its possession or control all originals or counterparts of the Disclosed Documents;
 - (5) it has made its own assessment and enquiries in relation to the Disclosed Documents;
 - (6) it has not entered into this Contract in reliance upon any of the Disclosed Documents or upon any matter or thing referred to in any of the Disclosed Documents; and
 - (7) it is aware of, and made its own enquiries in relation to, any Adverse Affectations, if any, noted or disclosed in those Disclosed Documents.

47.2 Adverse Affectations

- (a) If the vendor does not disclose an Adverse Affectation the purchaser's only remedy for a breach of a warranty prescribed by the Regulation is the remedy prescribed by that Regulation.
- (b) Clause 19.2.3 does not apply.

47.3 No requisitions etc

The purchaser must not:

- (a) make any requisition, objection or Claim;
- (b) ask the vendor to take any action or incur any Cost; or
- (c) delay Completion or rescind or terminate this Contract,

because of any matter referred to in clause 47.1 or any matter or thing referred to in any of the Disclosed Documents including any Adverse Affectation.

48. Not used

49. Transfer

The purchaser must serve the form of transfer at least 14 days before the completion date. If the transfer is not served at least 14 days before the completion date the vendor may, in its discretion, have the transfer prepared by the vendor's solicitor, the purchaser must pay to the vendor the sum of \$440, being a genuine pre-estimate of the damages payable by the vendor in connection with the preparation of the transfer. It is essential provision of this Contract that this amount be paid on completion in addition to all other monies required to be paid by the purchaser under this Contract at that time.

50. Fences and Boundaries

The purchaser cannot make any objection, requisition or claim for compensation if any boundary of the property is not fenced or if any boundary fence or wall should not be on or within the boundary.

51. Services

51.1 Installation and connection of services

The purchaser acknowledges that the vendor has no responsibility for the installation or connection of any services.

51.2 No objection to services

The purchaser may not make any demand, objection, requisition or claim for compensation or claim any right to rescind or terminate this Contract in respect of:

- (a) the nature, location, availability or non-availability of any service;
- (b) the property being subject to any service or mains, pipes or connections for any service declaring that the purchaser shall be responsible at its cost for connecting all such services to the property;
- (c) the property having the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service;
- (d) any defects in any service;
- (e) any underground or surface stormwater drain passing through or over the property; or
- (f) any manhole or vent on the property.

52. General

52.1 Notices

- (a) A notice or other communication including, but not limited to, any request demand, consent or approval, to or by a party to this Contract:
 - (1) must be in legible writing and in English;
 - (2) may be delivered or sent by post, email, hand or fax;
 - (3) must be sent to the address, email address and/or fax number of the recipient as set out in this Contract or notified from time to time by the recipient to the sender;

- (4) must be signed by an officer, employee, solicitor or conveyancer of the sender;
 - (5) can be relied upon by the recipient (and the recipient is not liable to any other person for any consequences of that reliance) if the recipient believes it to be genuine, correct and authorised by the sender.
- (b) A notice or other communication including, but not limited to, any request demand, consent or approval, to or by a party to this Contract that complies with this Special Condition is regarded as given and received:
- (1) if it is delivered or sent by fax or email, when recorded on the sender's transmission result report unless:
 - (A) within 24 hours of that time the recipient informs the sender that the transmission was received in an incomplete or illegible form;
 - (B) the transmission result report indicates non-transmission or a faulty or incomplete transmission; or
 - (C) it is received after 5pm in which case it will be taken to have been served on the next Business Day.
 - (2) if it is sent by mail:
 - (A) within Australia – 3 Business Days after posting; or
 - (B) to or from a place outside Australia – 7 Business Days after posting.
- (c) In this Special Condition a reference to any person who is a "recipient", "sender" or "party" includes a reference to that person's officer, employee, solicitor or conveyancer.

52.2 Severability

If any provision of this Contract is illegal or unenforceable, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the Contract.

52.3 Further assurance

Each party must do or cause to be done all things necessary or reasonably desirable to give full effect to this Contract and the transactions contemplated by it (including, but not limited to, the execution of documents).

53. Subject to Finance

53.1 Purchaser to procure finance

This contract is subject to the purchaser procuring finance for acquisition of the property within 3 months of the date of this contract ("**Finance Approval Period**").

53.2 Failure to obtain finance

In the event the purchaser cannot obtain the finance set out on clause 53.1, the purchaser may rescind this contract at any time and clause 19 will apply.

53.3 Unconditional contract

This contract will become unconditional on the date the purchaser provides the vendor notice in writing with supporting written evidence that the purchaser has obtained unconditional finance approval in accordance with clause 53.1.

54. Completion Date

The completion date of this contract means the date being 2 calendar months after the date of notice from the purchaser to the vendor that the purchaser has obtained finance in accordance with clause 53.3 or any earlier date as agreed in writing between the parties.

55. Lease

- (a) Completion of this contract is subject to and conditional on the vendor entering into a lease of the property with a third party before the completion date on terms acceptable to the purchaser (acting reasonably).
- (b) The purchaser must not:
 - (1) make any requisition, objection or Claim;
 - (2) ask the vendor to take any action or incur any Cost; or
 - (3) delay Completion or rescind or terminate this Contract,because of any matter referred to in clause 55.

Signing Page

Signed sealed and delivered by each party as a deed.

Vendor

Signed by **H.N. Olsen Funerals Pty Limited ACN 002 651 756** under s.127(1) of the *Corporations Act 2001*

sign

sign

office (director)

office (director or secretary)

full name

full name

Signing Page

Signed sealed and delivered by each party as a deed.

Purchaser

Signed by **Kellaway
BT Pty Ltd ACN 612
133 721** under
s.127(1) of the
*Corporations Act
2001*

sign

sign

office (director)

office (director or secretary)

full name

full name

Signing Page

Signed sealed and delivered by each party as a deed.

Purchaser

Signed by **Hund BT
Pty Ltd ACN 612 133
874** under s.127(1) of
the *Corporations Act
2001*

sign

sign

office (director)

office (director or secretary)

full name

full name

Signing Page

Signed sealed and delivered by each party as a deed.

Purchaser

Signed by **Barber BT
Pty Ltd ACN 612 133
776** under s.127(1) of
the *Corporations Act
2001*

sign

sign

office (director)

office (director or secretary)

full name

full name

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: A/389151

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
14/4/2016	11:56 AM	3	20/8/2002

LAND

LOT A IN DEPOSITED PLAN 389151
LOCAL GOVERNMENT AREA BANKSTOWN
PARISH OF BANKSTOWN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP389151

FIRST SCHEDULE

HN OLSEN PTY LIMITED (T 8883666)

SECOND SCHEDULE (3 NOTIFICATIONS)

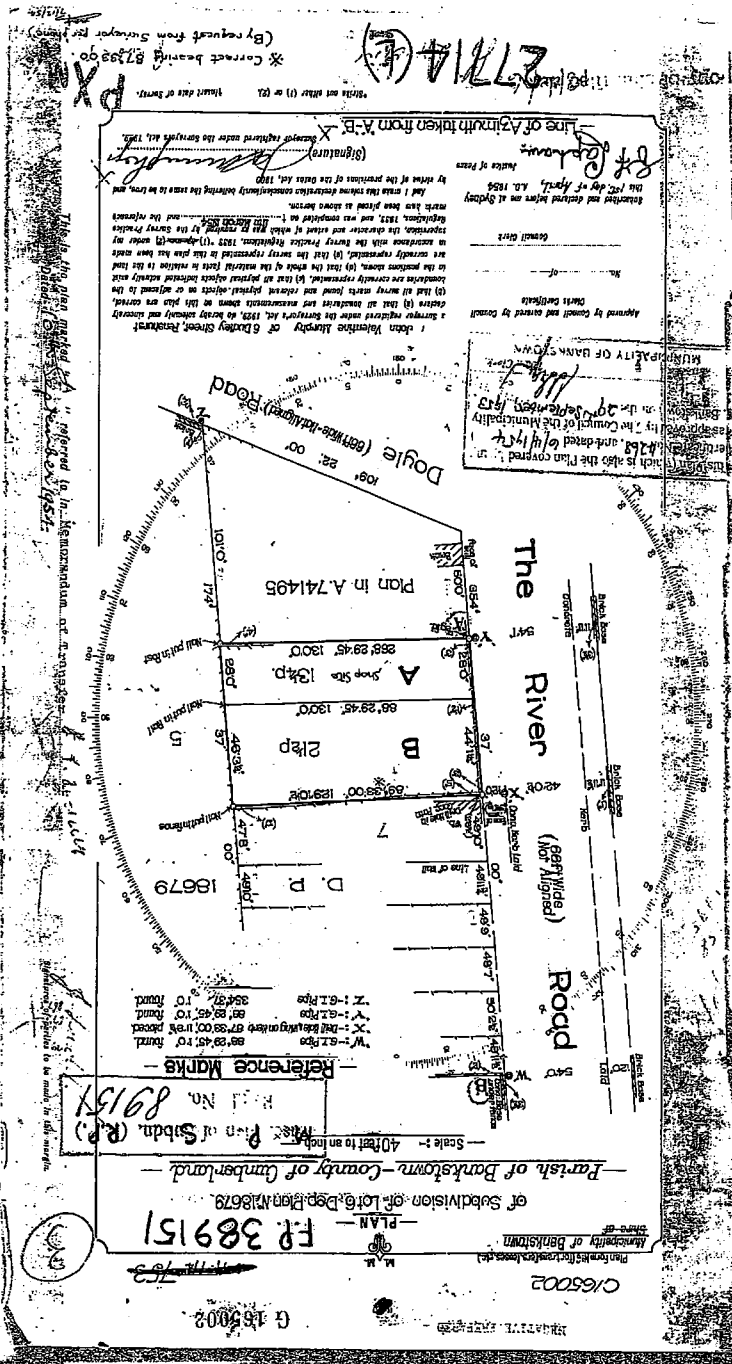
- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP639808 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 3 DP773837 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND
ABOVE DESCRIBED

NOTATIONS

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

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



AGREEMENTS ON ADDITIONAL NOTED ON PLAN
 IS REGULATORY GENERAL'S OFFICE.

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made of a permanent record of a document in my custody, this 2nd day of April, 1979

CONVERSION TABLE
 DEPARTMENT OF LANDS
 DP 389151

FEET INCHES	METRES
1 1/4	0.032
1 1/2	0.038
2 1/8	0.051
3 1/8	0.076
3 3/8	0.089
4 1/8	0.127
4 3/8	0.112
5 1/8	0.130
5 3/8	0.146
6 1/8	0.152
6 3/8	0.168
7 1/8	0.185
7 3/8	0.191
8 1/8	0.207
8 3/8	0.223
9 1/8	0.239
9 3/8	0.255
10 1/8	0.271
10 3/8	0.287
11 1/8	0.303
11 3/8	0.319
12 1/8	0.335
12 3/8	0.351
13 1/8	0.367
13 3/8	0.383
14 1/8	0.399
14 3/8	0.415
15 1/8	0.431
15 3/8	0.447
16 1/8	0.463
16 3/8	0.479
17 1/8	0.495
17 3/8	0.511
18 1/8	0.527
18 3/8	0.543
19 1/8	0.559
19 3/8	0.575
20 1/8	0.591
20 3/8	0.607
21 1/8	0.623
21 3/8	0.639
22 1/8	0.655
22 3/8	0.671
23 1/8	0.687
23 3/8	0.703
24 1/8	0.719
24 3/8	0.735
25 1/8	0.751
25 3/8	0.767
26 1/8	0.783
26 3/8	0.799
27 1/8	0.815
27 3/8	0.831
28 1/8	0.847
28 3/8	0.863
29 1/8	0.879
29 3/8	0.895
30 1/8	0.911
30 3/8	0.927
31 1/8	0.943
31 3/8	0.959
32 1/8	0.975
32 3/8	0.991
33 1/8	1.007
33 3/8	1.023
34 1/8	1.039
34 3/8	1.055
35 1/8	1.071
35 3/8	1.087
36 1/8	1.103
36 3/8	1.119
37 1/8	1.135
37 3/8	1.151
38 1/8	1.167
38 3/8	1.183
39 1/8	1.199
39 3/8	1.215
40 1/8	1.231
40 3/8	1.247
41 1/8	1.263
41 3/8	1.279
42 1/8	1.295
42 3/8	1.311
43 1/8	1.327
43 3/8	1.343
44 1/8	1.359
44 3/8	1.375
45 1/8	1.391
45 3/8	1.407
46 1/8	1.423
46 3/8	1.439
47 1/8	1.455
47 3/8	1.471
48 1/8	1.487
48 3/8	1.503
49 1/8	1.519
49 3/8	1.535
50 1/8	1.551
50 3/8	1.567
51 1/8	1.583
51 3/8	1.599
52 1/8	1.615
52 3/8	1.631
53 1/8	1.647
53 3/8	1.663
54 1/8	1.679
54 3/8	1.695
55 1/8	1.711
55 3/8	1.727
56 1/8	1.743
56 3/8	1.759
57 1/8	1.775
57 3/8	1.791
58 1/8	1.807
58 3/8	1.823
59 1/8	1.839
59 3/8	1.855
60 1/8	1.871
60 3/8	1.887
61 1/8	1.903
61 3/8	1.919
62 1/8	1.935
62 3/8	1.951
63 1/8	1.967
63 3/8	1.983
64 1/8	1.999
64 3/8	2.015
65 1/8	2.031
65 3/8	2.047
66 1/8	2.063
66 3/8	2.079
67 1/8	2.095
67 3/8	2.111
68 1/8	2.127
68 3/8	2.143
69 1/8	2.159
69 3/8	2.175
70 1/8	2.191
70 3/8	2.207
71 1/8	2.223
71 3/8	2.239
72 1/8	2.255
72 3/8	2.271
73 1/8	2.287
73 3/8	2.303
74 1/8	2.319
74 3/8	2.335
75 1/8	2.351
75 3/8	2.367
76 1/8	2.383
76 3/8	2.399
77 1/8	2.415
77 3/8	2.431
78 1/8	2.447
78 3/8	2.463
79 1/8	2.479
79 3/8	2.495
80 1/8	2.511
80 3/8	2.527
81 1/8	2.543
81 3/8	2.559
82 1/8	2.575
82 3/8	2.591
83 1/8	2.607
83 3/8	2.623
84 1/8	2.639
84 3/8	2.655
85 1/8	2.671
85 3/8	2.687
86 1/8	2.703
86 3/8	2.719
87 1/8	2.735
87 3/8	2.751
88 1/8	2.767
88 3/8	2.783
89 1/8	2.799
89 3/8	2.815
90 1/8	2.831
90 3/8	2.847
91 1/8	2.863
91 3/8	2.879
92 1/8	2.895
92 3/8	2.911
93 1/8	2.927
93 3/8	2.943
94 1/8	2.959
94 3/8	2.975
95 1/8	2.991
95 3/8	3.007
96 1/8	3.023
96 3/8	3.039
97 1/8	3.055
97 3/8	3.071
98 1/8	3.087
98 3/8	3.103
99 1/8	3.119
99 3/8	3.135
100 1/8	3.151
100 3/8	3.167

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

Sheet 1 of 2 Sheets

PLAN: DP 639808

Plan of easement to drain water
1.2 wide over Lot 11 in D.P. 202000.

FULL NAME AND ADDRESS OF
THE PROPRIETOR OF THE LAND:

BARRY MARTIN HIGGINS and ROBYN
HONEYSETTE HIGGINS,
31 Langdale Avenue, Revesby

FULL NAME AND ADDRESS OF
THE MORTGAGEE:

NATIONAL AUSTRALIA BANK LIMITED
(Formerly National Commercial
Banking Corporation of Australia
Limited)
255 George Street, Sydney

PART 1

1. Identity of Easement
Firstly referred to
in abovementioned
plan.

EASEMENT TO DRAIN WATER 1.2 WIDE

Lot Burdened

Lot 11 in D.P. 202000
BEING LAND IN C.T.
VOL. 8288 FOL. 149

Lots benefited

- Part Lot B in D.P. 349558 being the land
in Certificate of Title Volume 8293
Folio 247. ✓
- Lot A in D.P. 349558, being the land in
Certificate of Title Volume 5482 ✓
Folio 47.
- Lot 8 in D.P. 18679, being the land in
Certificate of Title Volume 5335 ✓
Folio 7.
- Lot 9 in D.P. 18679, being the land in
Certificate of Title Volume 6794 ✓
Folio 243.
- Lot A in D.P. 361724 being the land in
Certificate of Title Volume 5968 ✓
Folio 148.
- Lot B in D.P. 361724, being the land in
Certificate of Title Volume 6737 ✓
Folio 44.
- Lot 1 in D.P. 200034, being the land in
Certificate of Title Volume 8244 ✓
Folio 157.
- Lot 2 in D.P. 200034, being the land in
Certificate of Title Volume 8244 ✓
Folio 158.
- Lot A in D.P. 389151, being the land in
Certificate of Title Volume 6932 ✓
Folio 148.

SIGNED BY THE SAID BARRY MARTIN)
HIGGINS AND ROBYN HONEYSETTE)
HIGGINS IN THE PRESENCE OF)

Barry Martin Higgins
Robyn Honeysette Higgins
J. K. Kott

REGISTERED 24-4-1987

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

Sheet 2 of 2 Sheets

PLAN: DP 639808

Plan of easement to drain water
1.2 wide over Lot 11 in D.P. 202000.

SIGNED BY THE SAID BARRY MARTIN)
HIGGINS AND ROBYN HONEYSETTE)
HIGGINS IN THE PRESENCE OF)

Barry Martin Higgins
Robyn Honeysette Higgins
J. K. Kott

SIGNED AT SYDNEY THIS 13th DAY OF
April 1987 FOR NATIONAL AUSTRALIA BANK
LIMITED BY ITS DULY APPOINTED ATTORNEY
UNDER POWER OF ATTORNEY No. 983
Book 3663.

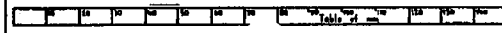
David Layton James
DAVID LAYTON JAMES
MANAGER SECURITIES SERVICES

WITNESS
LYNN L'ESTRANGE
Securities Services
George St., Sydney

Bank Officer

REGISTERED 24-4-1987

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day, 28th April, 1987



PLAN FORM 1

Plan Drawing only to appear in this space

OFFICE USE ONLY

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 - 1964, IT IS INTENDED TO CREATE:
 1. EASEMENT TO DRAIN WATER 1.2 WIDE.

*J.W. Higgins
 R.W. Higgins*

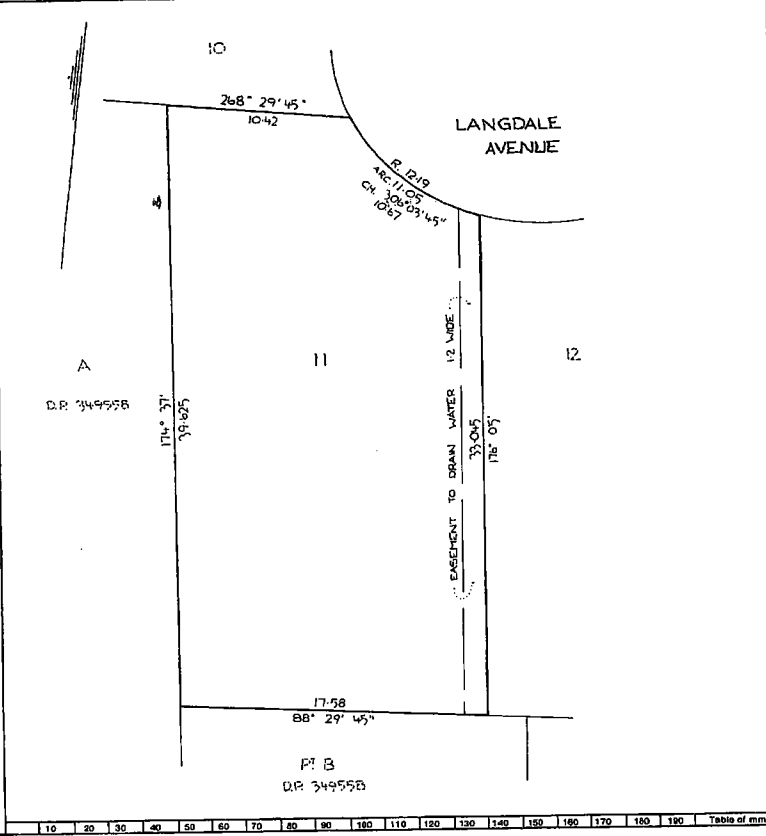
April 87

[Handwritten signatures and notes]

Db P38808

Crown Lands Office Approval
 PLAN APPROVED Authorised Officer
 Land District
 Paper No.
 Field Book pages

Council Clerk's Certificate
 I hereby certify that -
 (a) the requirements of the Local Government Act, 1916 (other than the requirements for the registration of plans), and
 (b) the requirements of section 31B of the Metropolitan Water, Sewerage and Drainage Act, 1924, as amended, 1 Hunter District Water, Sewerage, and Drainage Act, 1936, as amended have been complied with by the applicant in relation to the proposed
 (insert "new road", "subdivision" or "consolidated lot") set out herein
 Subdivision No.
 Date
 (Signature)
 Council Clerk
 Council File No.
 *This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the area of operation of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.
 † Delete if inapplicable.



DP 639808

Registered: *[Signature]* 24-4-1987

C.A.:

Title System: TORRENS

Purpose: EASEMENT

Ref. Map: U 0037-42

Last Plan: DP 202000

PLAN OF EASEMENT TO DRAIN WATER 1.2 WIDE OVER LOT 11 D.P. 202000

Lengths are in metres. Reduction Ratio 1: 200

Mun./Dist. City: BANKSTOWN

Locality: REVESBY

Parish: BANKSTOWN

County: CUMBERLAND

Plans used in preparation of survey/compilation.
 D.P. 202000

I, STEVEN JOHN SAMPSON
 of BURTON & FIELD, P.O. BOX 5020, LIVERPOOL
 a surveyor registered under the Surveyors Act, 1926, as amended, hereby certify that the survey represented in this plan is COMPLETE
 is accurate and has been made in accordance with the Survey Practice Regulations, 1933 and any special requirements of the Department of Lands, and was completed on
 # 28/1/87
 Signature: *[Signature]*
 Date: 28th April 1987
 State of New South Wales

Y 0 0 0 1 1 B
 Db P38808

SURVEYOR'S REFERENCE: 526 / Bv / 7292 M.D.P

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 28th April, 1987

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

Sheet 1 of 1 Sheet
 PLAN: *D 077 3837* Plan of Lot A D.P. 349558 and
 Part B D.P. 349558.

FULL NAME AND ADDRESS OF THE PROPRIETOR OF THE LAND: NEW SOUTH WALES LAND AND HOUSING CORPORATION,
 302 Castlereagh Street, Sydney
302-311 Castlereagh Street, Sydney, N.S.W. 1588

PART 1

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

EASEMENT TO DRAIN WATER 1.2 WIDE

Lot Burdened
 101


Lots benefited
 Lot 8 in D.P. 18679, being the land in Certificate of Title Volume 5335 Folio 7.
 Lot 9 in D.P. 18679, being the land in Certificate of Title Volume 6794 Folio 243.
 Lot A in D.P. 361724 being the land in Certificate of Title Volume 5968 Folio 148.
 Lot B in D.P. 361724, being the land in Certificate of Title Volume 6737 Folio 44.
 Lot 1 in D.P. 200034, being the land in Certificate of Title Volume 8244 Folio 157.
 Lot 2 in D.P. 200034, being the land in Certificate of Title Volume 8244 Folio 158.
 Lot A in D.P. 389151, being the land in Certificate of Title Volume 6932 Folio 148.

[Signature]
 SIGNED by me GEOFFREY HOWARTH as Delegate of the New South Wales Land and Housing Corporation and I hereby certify that I have no notice of the revocation of such delegation.

REGISTERED *13* 26th 1988

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 27th May, 1988

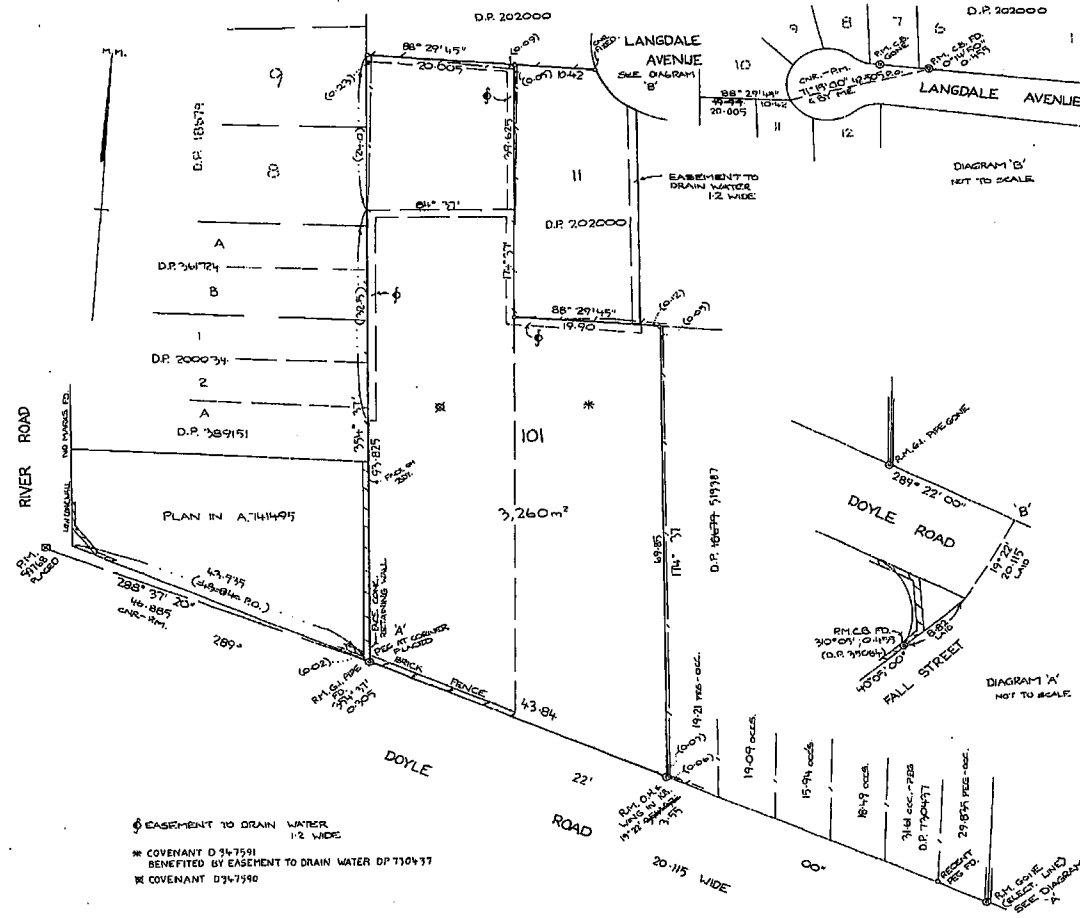


PLAN FORM 2

Plan Drawing only to appear in this space

OFFICE USE ONLY

Signatures and seals only.



Council Clerk's Certificate
 I hereby certify that:
 (a) the requirements of the Local Government Act, 1910
 (b) the requirements of section 348 of the Metropolitan
 Water, Sewerage and Drainage Act, 1924, as amended,
 (c) the requirements of section 348 of the Metropolitan
 Water, Sewerage and Drainage Act, 1924, as amended,
 have been complied with by the applicant in relation to the
 proposed
 "alter" "new road", "subdivision" or "substantially" set out herein
 Subjective No. _____
 Date _____
 Signed _____ Council Clerk
 *This part of certificate to be checked where the application is only
 for a consolidated lot or the setting of a new road or where the land
 to be subdivided is wholly outside the area of operation of the
 Metropolitan Water Sewerage and Drainage Board and the Water
 District Water Board.

H.P.D.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 27th May, 1988

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

DP 773887

Registered: YOOIKIA
 26-9-1988

C.A.: 3

Title System: TORRENS

Purpose: CONSOLIDATION

Ref. Map: U0037 - 42#

Last Plan: DP349558

PLAN OF LOT A DP 349558 & PT B D.P. 349558 (Vol. 6293 Fol. 247)

Reduction Ratio: 1:200
 Longlines in metres.

Area/Block: BANKSTOWN
 City: REVEESBY
 Parish: BANKSTOWN
 County: CUMBERLAND

This is sheet 1 of my plan, (Sheet 1 of 1).

RICHARD HENRY WIELD
 of BURNING FIELD, BK. 5020, LIVERPOOL,
 a surveyor, registered under the Surveyors Act, 1928, as amended,
 hereby certify that the survey referred to in this
 plan was made and has been made in accordance with the Survey
 Practice Regulations, 1925, and was completed on 7
 JAN. MARSH, 1987.

Surveyor
 Surveyor registered under the Surveyors Act, 1928, as amended,
 District of Albany
 (This is either T1 or C1, as the case of survey.)

Plan for use only for purposes of intention
 to dedicate public roads or to create public
 reserves, drainage reserves, easements or restrictions
 as to use.

PURSUANT TO SEC. 103(3) OF THE
 CONVEYANCING ACT 1919 - 1914,
 IT IS INTENDED TO CREATE:
 1. EASEMENT TO DRAIN WATER
 1.2 WIDE

ALTERATIONS & ADDITIONS BY
 ME ON THE 17/7/88.

Richard Henry Wield

SURVEYORS REFERENCE 526/84/1273



PLANNING CERTIFICATE
UNDER SECTION 149 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT
ACT, 1979

Info Track
DX 578
SYDNEY

CERTIFICATE DETAILS

NUMBER	20161398	DATE	18-Apr-2016
--------	----------	------	-------------

RECEIPT AND REFERENCE DETAILS

FEE	\$133.00		
RECEIPT NUMBER	3306443	RECEIPT DATE	14-Apr-2016
REFERENCE	153460:22915		

PROPERTY DESCRIPTION

PROPERTY	81 The River Road, REVESBY NSW 2212		
TITLE	Lot A DP 389151		
PARISH	Bankstown	COUNTY	CUMBERLAND

PLANNING INSTRUMENTS

In accordance with Section 149(2) and at the date of this certificate the following Environmental Planning Instruments apply to the land.

Bankstown Local Environmental Plan 2015 Gazetted on 05-Mar-2015

LAND ZONING

B1 Neighbourhood Centre



PLANNING CERTIFICATE
UNDER SECTION 149 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT
ACT, 1979

SECTION 149(2) DETAILS

In accordance with section 149(2) of the Environmental Planning and Assessment Act 1979 (as amended) and at the date of this certificate, the following prescribed matters relate to the land.

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

Affected by Planning Proposal_2013_BANKS_001 which makes various amendments to planning controls in the North West Local Area Plan; and Zone R4 High Density Residential, Zone B1 Neighbourhood Centre and Zone B2 Local Centre in the City of Bankstown.

Affected by Bankstown Local Environmental Plan 2015 Amendments and Planning Proposals in respect of general information as detailed in Appendix 1.

Affected by State Environmental Planning Policies (SEPP's), Proposed State Environmental Planning Policies and Deemed State Environmental Planning Policies as detailed in Appendix 2.

Affected by Bankstown Development Control Plan 2015 (refer to Appendix 3 which lists the contents chapters within the DCP).

2. ZONING AND LAND USE UNDER RELEVANT LEPs

Unless specified otherwise in this section of the certificate, the land does not include or comprise critical habitat, is not in a conservation area and has no environmental heritage item on the land.

The purposes for which the plan or instrument provides that development may be carried out within the zone without the need for development consent are specified in clause 3.1 of the LEP 2015 plan and the land use table as detailed in Appendix 4. Reference should be made to the LEP 2015 plan as a whole for details.

The purposes for which the plan or instrument provides that development may not be carried out within the zone except with development consent are specified in Part 2 and clause 3.2 of the LEP 2015 plan and detailed in Appendix 4. Reference should be made to the LEP 2015 plan as a whole for details.

The purposes for which the plan or instrument provides that development is prohibited within the zone are specified in Part 2 and clauses 4.1A-2(c), 4.1B-2(4), 6.6 and 6.8 of the LEP 2015 plan and detailed in Appendix 4. Reference should be made to the LEP 2015 plan as a whole for details.

2A. ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

Unless specified otherwise in this section of the certificate, the land is not within any zone or land use under a Precinct Plan, a proposed Precinct Plan or Part 3 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006.



PLANNING CERTIFICATE
UNDER SECTION 149 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT
ACT, 1979

3. COMPLYING DEVELOPMENT

General Housing Code

Complying development under the General Housing Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Housing Alterations Code

Complying development under the Housing Alterations Code within the provisions of "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Subdivisions Code (strata subdivision)

Complying development under the Subdivisions Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Rural Housing Code

Complying development under the Rural Housing Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may not** be carried out on the land.

The land is non complying because the land has been identified by an environmental planning instrument as being either one of the following zones:-

- R2 Low Density Residential, R3 Medium Density Residential, R4 High Density Residential
- B1 Neighbourhood Centre, B2 Local Centre, B4 Mixed Use, B5 Business Development, B6 Enterprise Corridor, B7 Business Park
- IN1 General Industrial, IN2 Light Industrial
- SP1 Special Activities, SP2 Infrastructure
- RE1 Public Recreation, RE2 Private Recreation
- E1 National Park and Nature Reserves
- Land unzoned under LEP 2015.....refer to the Land Zoning of this certificate on page 1.

OR

The land is affected by one or more of the following 4 exemptions:-

- A Heritage item refer to clause 2 of this certificate,
- Land in the 25 or higher ANEF contour..... refer to clause 7 of this certificate,
(Unless the development is only for the erection of ancillary development, the alteration of or an addition to ancillary development or the alteration of a dwelling house)
- Acid sulfate soils class 1 or 2 refer to clause 7 of this certificate,
- Land in a vegetated buffer area refer to clause 7 of this certificate,

Note: If the land has been rendered non complying due to an exemption listed above, you are advised to check with Council for the extent of the exemption. The Code may render the land complying for any land which is outside the extent of the exemption. Reference should be made to the "Planning Maps" on Council's website www.bankstown.nsw.gov.au which identifies the land exemptions.

General Development Code

Complying development under the General Development Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Demolition Code

Complying development under the Demolition Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Fire Safety Code

Complying development under the Fire Safety Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code within the provisions of "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code within the provisions of "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.



PLANNING CERTIFICATE
UNDER SECTION 149 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT
ACT, 1979

4. COASTAL PROTECTION

Unless specified otherwise in this section of the certificate, the land is not affected by the operation of Section 38 or 39 of the Coastal Protection Act 1979.

4A. CERTAIN INFORMATION RELATING TO BEACHES AND COASTS

Unless specified otherwise in this section of the certificate, the land is not subject to an order under Part 4D of the Coastal Protection Act 1979 in relation to temporary coastal protection works (or on public land adjacent to the land) and, Council has not been notified under Section 55X of the Coastal Protection Act 1979 that temporary coastal protection works have been placed on the land (or on public land adjacent to the land).

4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

Unless specified otherwise in this section of the certificate, the owner (or any previous owner) has not consented in writing that the land is subject to annual charges under Section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works.

5. MINE SUBSIDENCE

Not affected by Section 15 of the Mine Subsidence Compensation Act 1961, proclaiming land to be a mine subsidence district.

6. ROAD WIDENING AND REALIGNMENT

Not affected by any road widening or road realignment under (1) Division 2 of part 3 of the Roads Act 1993; or (2) any Environmental Planning Instrument; or (3) any resolution of Council. However, should your property be near an arterial or main road you should check with the Roads and Maritime Services for possible affectations.



PLANNING CERTIFICATE
UNDER SECTION 149 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT
ACT, 1979

7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Unless specified otherwise in this section of the certificate, the land is not affected by policies adopted by Council or by any other authority (that has notified Council of its adoption) that restricts development of the land. For bush fire prone land refer to section 11. For flood prone land refer to section 7A.

Affected by a resolution of Council adopting a policy concerning the management of contaminated land. That policy applies to all land in the City of Bankstown and will restrict development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Council's website at www.bankstown.nsw.gov.au or from the Customer Service Area.

Note: Additional information regarding contaminated land matters for this property may also be provided on part 5 of this section 149 planning certificate. For further information contact Council on Ph.97079999.

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

Unless specified otherwise in this section of the certificate, the land is not affected by flood related development controls.

8. LAND RESERVED FOR ACQUISITION

Not affected by either an Environmental Planning Instrument or proposed Environmental Planning Instrument referred to in clause 5.1 providing for the acquisition of the land or part of the land by a public authority, as referred to in Section 27 of the Environmental Planning & Assessment Act. Reference should be made to the LEP 2015 plan as a whole for details.

9. CONTRIBUTION PLANS

Affected by Bankstown City Council Section 94A Development Contributions Plan 2009 which allows Council to impose a levy on development within the City of Bankstown in accordance with Directions issued by the Minister for Planning. The levy will be spent on the provision of public works and infrastructure. Date of commencement 8th June 2009. For further details on the plan contact Council on 9707 9999 or visit Council's website – www.bankstown.nsw.gov.au

9A. BIODIVERSITY CERTIFIED LAND

Unless specified otherwise in this section of the certificate, the land is not biodiversity certified land within the meaning of Part 7AA of the Threatened Species Conservation Act 1995.

10. BIOBANKING AGREEMENTS

Unless specified otherwise in this section of the certificate, the land is not subject to a Biobanking Agreement under Part 7A of the Threatened Species Conservation Act 1995, made by the Department of Environment, Climate Change and Water that has notified Council of the existence of the agreement.



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11. BUSHFIRE PRONE LAND

Unless specified otherwise in this section of the certificate, the land is not bushfire prone.

12. PROPERTY VEGETATION PLANS

Unless specified otherwise in this section of the certificate, the land is not subject to a Property Vegetation Plan under the Native Vegetation Act 2003, as approved by any other authority that has notified Council of the existence of the plan.

13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Unless specified otherwise in this section of the certificate, the land is not subject to a Tree Order under the Trees (Disputes Between Neighbours) Act 2006, made by an authority that has notified Council of the existence of the order.

14. DIRECTIONS UNDER PART 3A

Unless specified otherwise in this section of the certificate, the land is not subject to a Direction by the Minister under section 75P (2) (c1) of the Act that a provision of an EPI does not have an effect.

15. SITE COMPATIBILITY CERTIFICATES & CONDITIONS FOR SENIORS HOUSING

Unless specified otherwise in this section of the certificate, the land is not subject to a development application granted after 12.10.2007 under SEPP (Housing for Seniors or People with a Disability) 2004 setting out the terms of any conditions imposed under clause 18(2) or a current site compatibility certificate issued under clause 25 of the SEPP.

16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

Unless specified otherwise in this section of the certificate, the land is not subject to a development application under clause 19 of SEPP (Infrastructure) 2007 where a valid site compatibility certificate has been issued.

17. SITE COMPATIBILITY CERTIFICATES & CONDITIONS FOR AFFORDABLE RENTAL HOUSING

Unless specified otherwise in this section of the certificate, the land is not subject to a development application under SEPP (Affordable Rental Housing) 2009 where a valid site compatibility certificate and conditions have been issued.



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18. PAPER SUBDIVISION INFORMATION

Unless specified otherwise in this section of the certificate, the land is not subject to a paper subdivision or subdivision order.

19. SITE VERIFICATION CERTIFICATES

Unless specified otherwise in this section of the certificate, the land is not subject to a current site verification certificate of which the Council is aware in respect to Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

MATTERS ARISING UNDER THE CONTAMINATED LAND MANAGEMENT ACT, 1997

Unless specified otherwise in this section of the certificate, there are no matters arising under Section 59(2) of the Contaminated Land Management Act 1997.

MATTERS ARISING UNDER THE NATION BUILDING AND JOBS PLAN (STATE INFRASTRUCTURE DELIVERY) ACT, 2009

Unless specified otherwise in this section of the certificate, there are no matters arising under Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009.

This completes the prescribed matters for the certificate under section 149(2) of the Environmental Planning and Assessment Act 1979, as amended. While this certificate indicates the zoning of the land, it is suggested that the relevant Planning Instrument be inspected on Council's website under Development – Planning Maps or at Council's Customer Service Centre to provide an overall view of the area and the site's surrounding zonings.

SECTION 149(5) DETAILS

At the date of this certificate, the following relevant matters are provided in good faith in accordance with the requirements of Section 149(5) of the Environmental Planning and Assessment Act 1979.

Council has selected the following matters for checking as those most likely to be of concern and do not comprise an exhaustive list. The absence of any reference to any matter affecting the land shall not imply that any matter not referred to in this certificate does not affect the land.

ADDITIONAL INFORMATION

Unless specified otherwise in this section of the certificate, there are no relevant matters arising under Section 149(5) of the Environmental Planning and Assessment Act 1979.



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Please contact Council's general enquiries number listed at the bottom of this sheet for further information about any matter referred to in this certificate.

A handwritten signature in black ink, appearing to be "E. Casari", written over a vertical line that extends downwards.

Edward Casari – Acting Team Leader
Land Information Management



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Appendix 1

Bankstown Local Environmental Plan 2015 Amendments & Planning Proposals.
(relating to general information only which may affect part or the whole of the City)

Note: As of 1 July 2009, Draft LEP's have been replaced with "Planning Proposals". A planning proposal is a document that explains the intended effect of, and justification for, a proposed LEP.

Nil



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Appendix 2

State Environmental Planning Policies (SEPP's), Proposed SEPP's and Deemed SEPP's

Note: The names of the relevant instrument's plus their gazettal dates are listed below. For further details please refer to the Department of Planning website www.planning.nsw.gov.au under the heading "Planning System – Legislation and Planning Instruments".

SEPP No.19 – Bushland in Urban Areas, gazetted 24.10.1986
SEPP No.21 – Caravan Parks, gazetted 24.4.1992
SEPP No.30 – Intensive Agriculture, gazetted 8.12.1989
SEPP No.32 – Urban Consolidation (Redevelopment of Urban Land), gazetted 15.11.1991
SEPP No.33 – Hazardous and Offensive Development, gazetted 13.3.1992
SEPP No.50 – Canal Estate Development, gazetted 10.11.1997
SEPP No.55 – Remediation of Land, gazetted 28.8.1998
SEPP No.62 – Sustainable Aquaculture, gazetted 25.8.2000
SEPP No.64 – Advertising and Signage, gazetted 16.3.2001
SEPP No.65 – Design Quality of Residential Flat Development, gazetted 26.7.2002
SEPP – (Housing for Seniors or People with a Disability) 2004, gazetted 31.3.2004
SEPP – (Building Sustainability Index: BASIX) 2004, gazetted 25.6.2004
SEPP – (Major Development) 2005, gazetted 1.8.2005
SEPP – (Mining, Petroleum Production and Extractive Industries) 2007, gazetted 16.2.2007
SEPP – (Miscellaneous Consent Provisions) 2007, gazetted 26.10.2007
SEPP – (Infrastructure) 2007, gazetted 21.12.2007
SEPP – (Exempt and Complying Development Codes) 2008, gazetted 12.12.2008
SEPP – (Affordable Rental Housing) 2009, gazetted 31.7.2009
SEPP – (Sydney Drinking Water Catchment) 2011, gazetted 21.1.2011

PROPOSED SEPP - Competition SEPP, 27.7.2010

Note: As of 1 July 2009, regional environmental plans (REPs) are no longer part of the hierarchy of environmental planning instruments in NSW. The removal of the REP layer is intended to simplify the State's planning system. All existing REPs (listed below) are now deemed State environmental planning policies (SEPPs).

Deemed SEPP – Greater Metropolitan Regional Environmental Plan No. 2 – Georges River Catchment, gazetted 5.2.1999



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Appendix 3

Bankstown Development Control Plan 2015

DATE OF COMMENCEMENT – 13th May 2015

The following is a list of the contents within Bankstown Development Control Plan 2015. If further information is required please contact Council on 9707 9999.

INTRODUCTION	
PART A	PRECINCT CONTROLS
A1	Centres
A2	Corridors
A3	Key infill development sites
PART B	GENERAL CONTROLS
B1	Residential development
B2	Commercial centres
B3	Industrial precincts
B4	Sustainable development
B5	Parking
B6	Child care centres
B7	Educational establishments
B8	Places of public worship
B9	Sex services premises
B10	Telecommunications facilities
B11	Tree preservation order
B12	Flood risk management

Please note: Council may from time to time exhibit draft changes to the development control plan that may affect your land. To find out more, please contact Council on 9707 9999 or view Council's website and refer to the Development Control Plan - www.bankstown.nsw.gov.au



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Appendix 4

Land Use Table

Note. A type of development referred to in the Land Use Table is a reference to that type of development only to the extent it is not regulated by an applicable State environmental planning policy. The following State environmental planning policies in particular may be relevant to development on land to which this Plan applies:

- State Environmental Planning Policy (Affordable Rental Housing) 2009* (including provision for secondary dwellings)
- State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*
- State Environmental Planning Policy (Infrastructure) 2007* (relating to public facilities such as those for air transport, correction, education, electricity generation, health services, ports, railways, roads, waste management and water supply systems)
- State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*
- State Environmental Planning Policy (Rural Lands) 2008*
- State Environmental Planning Policy No 33—Hazardous and Offensive Development*
- State Environmental Planning Policy No 50—Canal Estate Development*
- State Environmental Planning Policy No 62—Sustainable Aquaculture*
- State Environmental Planning Policy No 64—Advertising and Signage*

Zone RU4 Primary Production Small Lots
Permitted without consent Home occupations
Permitted with consent Agriculture; Animal boarding or training establishments; Building identification signs; Business identification signs; Dwelling houses; Environmental facilities; Environmental protection works; Extensive agriculture; Farm buildings; Flood mitigation works; Intensive plant agriculture; Kiosks; Plant nurseries; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Roads; Roadside stalls; Water supply systems
Prohibited Any development not specified in item 2 or 3

Zone R2 Low Density Residential
Permitted without consent Home occupations
Permitted with consent Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Car parks; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Hospitals; Information and education facilities; Jetties; Multi dwelling housing; Places of public worship; Public administration buildings; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Water recreation structures; Water supply systems
Prohibited Any development not specified in item 2 or 3

Zone R3 Medium Density Residential
Permitted without consent Nil
Permitted with consent Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Car parks; Child care centres; Community facilities; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Group homes; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Places of public worship; Public administration buildings; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Water supply systems
Prohibited Any development not specified in item 2 or 3



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Zone R4 High Density Residential
Permitted without consent Nil
Permitted with consent Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Car parks; Child care centres; Community facilities; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Places of public worship; Public administration buildings; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Serviced apartments; Shop top housing; Water supply systems
Prohibited Any development not specified in item 2 or 3
Zone B1 Neighbourhood Centre
Permitted without consent Nil
Permitted with consent Boarding houses; Building identification signs; Bulky goods premises; Business identification signs; Business premises; Car parks; Child care centres; Community facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Garden centres; Hardware and building supplies; Health services facilities; Information and education facilities; Kiosks; Landscaping material supplies; Markets; Medical centres; Neighbourhood shops; Office premises; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Research stations; Residential flat buildings; Respite day care centres; Restaurants or cafes; Roads; Seniors housing; Service stations; Shop top housing; Shops; Take away food and drink premises; Timber yards; Tourist and visitor accommodation; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Water supply systems
Prohibited Any development not specified in item 2 or 3
Zone B2 Local Centre
Permitted without consent Nil
Permitted with consent Boarding houses; Building identification signs; Business identification signs; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Seniors housing; Service stations; Shop top housing; Tourist and visitor accommodation; Any other development not specified in item 2 or 4
Prohibited Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Residential accommodation; Rural industries; Sewage treatment plants; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies



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Zone B4 Mixed Use
Permitted without consent Nil
Permitted with consent Boarding houses; Building identification signs; Business identification signs; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4
Prohibited Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Residential accommodation; Resource recovery facilities; Rural industries; Sewage treatment plants; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse and distribution centres; Waste disposal facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies
Zone B5 Business Development
Permitted without consent Nil
Permitted with consent Building identification signs; Bulky goods premises; Business identification signs; Business premises; Child care centres; Food and drink premises; Garden centres; Hardware and building supplies; Hotel or motel accommodation; Kiosks; Landscaping material supplies; Markets; Neighbourhood shops; Office premises; Passenger transport facilities; Plant nurseries; Respite day care centres; Roads; Serviced apartments; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4
Prohibited Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Home occupations (sex services); Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Residential accommodation; Resource recovery facilities; Restricted premises; Rural industries; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies
Zone B6 Enterprise Corridor
Permitted without consent Nil
Permitted with consent Building identification signs; Bulky goods premises; Business identification signs; Business premises; Community facilities; Food and drink premises; Garden centres; Hardware and building supplies; Hotel or motel accommodation; Kiosks; Landscaping material supplies; Light industries; Markets; Multi dwelling housing; Neighbourhood shops; Office premises; Passenger transport facilities; Plant nurseries; Residential flat buildings; Roads; Seniors housing; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4
Prohibited Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Home occupations (sex services); Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Residential accommodation; Resource recovery facilities; Restricted premises; Rural industries; Sewage treatment plants; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies



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Zone B7 Business Park
Permitted without consent Nil
Permitted with consent Building identification signs; Business identification signs; Child care centres; Light industries; Neighbourhood shops; Office premises; Passenger transport facilities; Respite day care centres; Roads; Warehouse or distribution centres; Any other development not specified in item 2 or 4
Prohibited Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Places of public worship; Port facilities; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Residential accommodation; Resource recovery facilities; Restricted premises; Rural industries; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Waste disposal facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies
Zone IN1 General Industrial
Permitted without consent Nil
Permitted with consent Agricultural produce industries; Building identification signs; Business identification signs; Depots; Food and drink premises; Freight transport facilities; Garden centres; General industries; Hardware and building supplies; Hospitals; Industrial training facilities; Kiosks; Landscaping material supplies; Light industries; Markets; Medical centres; Neighbourhood shops; Plant nurseries; Roads; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4
Prohibited Agriculture; Air transport facilities; Airstrips; Amusement centres; Biosolids treatment facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Child care centres; Commercial premises; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Function centres; Health services facilities; Heavy industrial storage establishments; Home occupations (sex services); Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Port facilities; Residential accommodation; Respite day care centres; Restricted premises; Rural industries; Schools; Sewage treatment plants; Signage; Tourist and visitor accommodation; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies
Zone IN2 Light Industrial
Permitted without consent Nil
Permitted with consent Agricultural produce industries; Building identification signs; Business identification signs; Depots; Food and drink premises; Garden centres; Hardware and building supplies; Hospitals; Industrial training facilities; Kiosks; Landscaping material supplies; Light industries; Markets; Medical centres; Neighbourhood shops; Plant nurseries; Roads; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4
Prohibited Agriculture; Air transport facilities; Airstrips; Amusement centres; Biosolids treatment facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Child care centres; Commercial premises; Correctional centres; Crematoria; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Recreation facilities (major); Residential accommodation; Resource recovery facilities; Respite day care centres; Restricted premises; Rural industries; Schools; Sewage treatment plants; Signage; Tourist and visitor accommodation; Transport depots; Truck depots; Waste disposal facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies



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Zone SP1 Special Activities
Permitted without consent Nil
Permitted with consent The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose
Prohibited Any development not specified in item 2 or 3
Zone SP2 Infrastructure
Permitted without consent Nil
Permitted with consent Roads; The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose
Prohibited Any development not specified in item 2 or 3
Zone RE1 Public Recreation
Permitted without consent Nil
Permitted with consent Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Car parks; Caravan parks; Charter and tourism boating facilities; Child care centres; Community facilities; Eco-tourist facilities; Emergency services facilities; Entertainment facilities; Environmental facilities; Environmental protection works; Extensive agriculture; Flood mitigation works; Food and drink premises; Function centres; Information and education facilities; Intensive plant agriculture; Jetties; Kiosks; Marinas; Markets; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Respite day care centres; Roads; Water recreation structures; Water supply systems; Wharf or boating facilities
Prohibited Any development not specified in item 2 or 3
Zone RE2 Private Recreation
Permitted without consent Nil
Permitted with consent Building identification signs; Business identification signs; Car parks; Community facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Helipads; Kiosks; Marinas; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Roads; Water supply systems
Prohibited Any development not specified in item 2 or 3
Zone E1 National Parks and Nature Reserves
Permitted without consent Uses authorised under the National Parks and Wildlife Act 1974
Permitted with consent Nil
Prohibited Any development not specified in item 2 or 3
Zone W1 Natural Waterways
Permitted without consent Nil
Permitted with consent Boat launching ramps; Boat sheds; Charter and tourism boating facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Jetties; Marinas; Mooring pens; Moorings; Water recreation structures; Wharf or boating facilities
Prohibited Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM

HS73

Municipality of **BANKSTOWN.**

No. **557567**

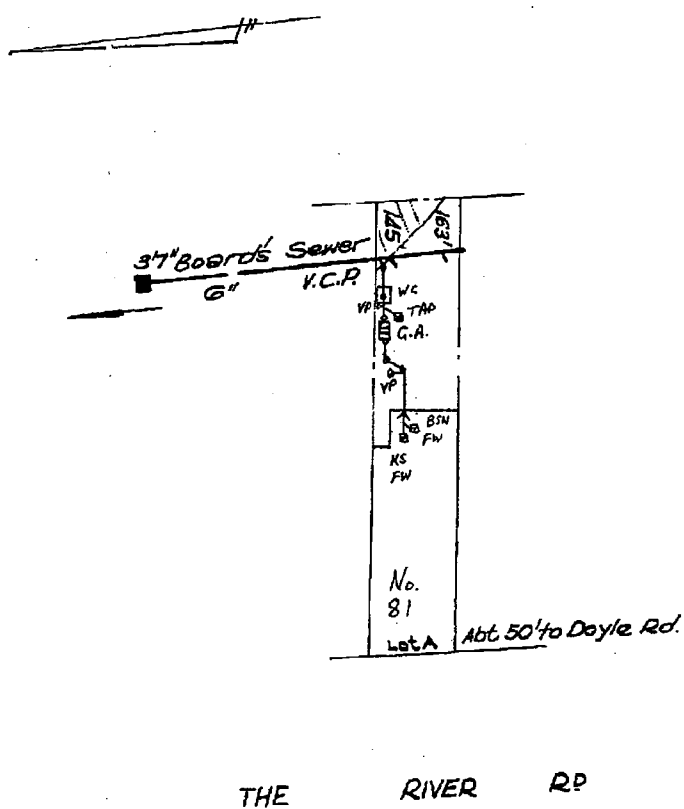
SYMBOLS AND ABBREVIATIONS

- | | | | |
|---|---|-------------------|--------------------------|
| <input type="checkbox"/> Boundary Trap | <input checked="" type="checkbox"/> R.V. Reflux Valve | I.P. Induct Pipe | Sh. Basin |
| <input type="checkbox"/> Pit | <input type="checkbox"/> C.E. Cleaning Eye | M.F. Mica Flap | Shr. Shower |
| <input checked="" type="checkbox"/> C.I. Concrete Interceptor | <input type="checkbox"/> VERT. Vertical Pipe | T. Tube | W.I.P. Wrought Iron Pipe |
| <input checked="" type="checkbox"/> Gully | <input type="checkbox"/> V.P. Vent. Pipe | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe |
| <input checked="" type="checkbox"/> P.T. P. Trap | <input type="checkbox"/> S.V.P. Soil Vent. Pipe | W.C. Water Closet | F.W. Floor Waste |
| <input checked="" type="checkbox"/> R.S. Reflux Sink | <input type="checkbox"/> 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.



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

SHEET No. 7/78 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE		PLUMBING	
W.C.	Supervised by _____	BRANCH OFFICE	Supervised by _____
Bth	Inspector _____	Date _____	Inspector _____
Shr		Outfall _____	
Bn.	Chief Inspector _____	Drainer _____	651 572
K.S.		Plumber _____	
T.			717 119
Pig.			

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

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 6/595278

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
14/4/2016	11:56 AM	2	13/9/1999

LAND

LOT 6 IN DEPOSITED PLAN 595278
AT REVESBY
LOCAL GOVERNMENT AREA BANKSTOWN
PARISH OF BANKSTOWN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP595278

FIRST SCHEDULE

H N OLSEN PTY LIMITED

(T 5385304)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 6182089 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

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

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Req:R531965 /Doc:DP.0595278 P /Rev:05-Sep-1992 /Sts:OK OK /Figs:ALL /Prt:14-Apr-2016 15:55 /Seq:1 of 1
Ref:153460 /Src:M

PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

*OFFICE USE ONLY

<p>Council Clerk's Certificate</p> <p>I hereby certify that -</p> <p>(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and</p> <p>(b) the regulations of section 349 of the Metropolitan Water, Sewerage and Drainage Act, 1924, as amended, (Water Districts, Sewerage, and Drainage Act, 1938, as amended)</p> <p>have been complied with by the applicant in relation to the proposed <u>NEW ROAD</u></p> <p>(Insert "new road", "subdivision" or "consolidated lot") set out herein</p> <p>Subdivision No. <u>12563</u></p> <p>Date <u>10.7.77</u></p> <p>(Signature) <u>[Signature]</u> Council Clerk</p> <p><small>*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the area of operations of the Metropolitan Water Sewerage and Drainage Board and the Water District Water Board. Delete if inapplicable.</small></p>	<p>Surveyor's Certificate</p> <p><u>NORMAN STANLEY MACKEN</u> of <u>K.M. AUSTIN & CO., BANKSTOWN</u> a surveyor registered under the Surveyors Act, 1920, as amended, hereby certifies that the survey represented in this plan has been completed</p> <p><u>5. OCTOBER 1977</u></p> <p>(Signature) <u>[Signature]</u> Surveyor registered under Surveyors Act, 1920, as amended.</p> <p><small>*Strike out either (1) or (2). Insert date of survey.</small></p>	<p>PLAN OF SUBDIVISION OF PART LOT 69 OF SECTION 1 IN D.P. 5477 BEING THE LAND IN D. P. 302435</p> <p>D.P. 595278</p> <p>Registered: <u>6.4.1978</u></p> <p>C.A.: NO. 10563 OF 11.10.1977</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p> <p>Ref. Map: BANKSTOWN SH. 41</p> <p>Last Plan: D. P. 302435 (D. P. 5477*)</p> <p>Mun./Shire City: BANKSTOWN Locality: REVESBY</p> <p>Parish: BANKSTOWN County: CUMBERLAND</p> <p>Reduction Ratio 1: 250</p> <p>Lengths are in metres</p>	<p style="writing-mode: vertical-rl; transform: rotate(180deg);">N O O I A I B</p>
<p>Signatures, seals and statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.</p> <p>IT IS INTENDED TO DEDICATE LOT 5 TO THE PUBLIC AS ROAD</p> <p>THE COMMON SEAL OF PIZZA HO. AUSTRALIA PTY. LTD WAS HEREBY AFFIXED BY AUTHORITY OF THE BOARD OF DIRECTORS IN THE PRESENCE OF:</p> <p><u>[Signature]</u> SECRETARY January 1978</p> <p><u>[Signature]</u> DIRECTOR January 1978</p> <p><u>[Signature]</u> January 1978</p> <p><u>[Signature]</u> January 1978</p> <p><u>[Signature]</u> January 1978</p>		<p>THE RIVER ROAD</p> <p>DOYLE ROAD</p> <p>ROAD WIDENING LOT 5 AREA 2.293 m²</p> <p>LOT 6 903.1 m²</p> <p>PT. 69 D. P. 389151 SEC. 1 D. P. 5477</p> <p>M.M.</p> <p>D. P. 302435</p> <p>D. P. 595278</p>	

D. P. 122518

Plan Drawing only to appear in this space

MPD

SURVEYOR'S REFERENCE 1165-F19

Plan Drawing only to appear in this space

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 10th day of April, 1978

[Signature]



PLANNING CERTIFICATE
UNDER SECTION 149 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT
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Info Track
DX 578
SYDNEY

CERTIFICATE DETAILS

NUMBER	20161399	DATE	18-Apr-2016
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RECEIPT AND REFERENCE DETAILS

FEE	\$133.00		
RECEIPT NUMBER	3306445	RECEIPT DATE	14-Apr-2016
REFERENCE	153460:22917		

PROPERTY DESCRIPTION

PROPERTY	83 The River Road, REVESBY NSW 2212		
TITLE	Lot 6 DP 595278		
PARISH	Bankstown	COUNTY	CUMBERLAND

PLANNING INSTRUMENTS

In accordance with Section 149(2) and at the date of this certificate the following Environmental Planning Instruments apply to the land.

Bankstown Local Environmental Plan 2015 Gazetted on 05-Mar-2015

LAND ZONING

B1 Neighbourhood Centre



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SECTION 149(2) DETAILS

In accordance with section 149(2) of the Environmental Planning and Assessment Act 1979 (as amended) and at the date of this certificate, the following prescribed matters relate to the land.

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

Affected by Planning Proposal_2013_BANKS_001 which makes various amendments to planning controls in the North West Local Area Plan; and Zone R4 High Density Residential, Zone B1 Neighbourhood Centre and Zone B2 Local Centre in the City of Bankstown.

Affected by Bankstown Local Environmental Plan 2015 Amendments and Planning Proposals in respect of general information as detailed in Appendix 1.

Affected by State Environmental Planning Policies (SEPP's), Proposed State Environmental Planning Policies and Deemed State Environmental Planning Policies as detailed in Appendix 2.

Affected by Bankstown Development Control Plan 2015 (refer to Appendix 3 which lists the contents chapters within the DCP).

2. ZONING AND LAND USE UNDER RELEVANT LEPs

Unless specified otherwise in this section of the certificate, the land does not include or comprise critical habitat, is not in a conservation area and has no environmental heritage item on the land.

The purposes for which the plan or instrument provides that development may be carried out within the zone without the need for development consent are specified in clause 3.1 of the LEP 2015 plan and the land use table as detailed in Appendix 4. Reference should be made to the LEP 2015 plan as a whole for details.

The purposes for which the plan or instrument provides that development may not be carried out within the zone except with development consent are specified in Part 2 and clause 3.2 of the LEP 2015 plan and detailed in Appendix 4. Reference should be made to the LEP 2015 plan as a whole for details.

The purposes for which the plan or instrument provides that development is prohibited within the zone are specified in Part 2 and clauses 4.1A-2(c), 4.1B-2(4), 6.6 and 6.8 of the LEP 2015 plan and detailed in Appendix 4. Reference should be made to the LEP 2015 plan as a whole for details.

2A. ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

Unless specified otherwise in this section of the certificate, the land is not within any zone or land use under a Precinct Plan, a proposed Precinct Plan or Part 3 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006.



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3. COMPLYING DEVELOPMENT

General Housing Code

Complying development under the General Housing Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Housing Alterations Code

Complying development under the Housing Alterations Code within the provisions of "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Subdivisions Code (strata subdivision)

Complying development under the Subdivisions Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Rural Housing Code

Complying development under the Rural Housing Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may not** be carried out on the land.

The land is non complying because the land has been identified by an environmental planning instrument as being either one of the following zones:-

- R2 Low Density Residential, R3 Medium Density Residential, R4 High Density Residential
- B1 Neighbourhood Centre, B2 Local Centre, B4 Mixed Use, B5 Business Development, B6 Enterprise Corridor, B7 Business Park
- IN1 General Industrial, IN2 Light Industrial
- SP1 Special Activities, SP2 Infrastructure
- RE1 Public Recreation, RE2 Private Recreation
- E1 National Park and Nature Reserves
- Land unzoned under LEP 2015.....refer to the Land Zoning of this certificate on page 1.

OR

The land is affected by one or more of the following 4 exemptions:-

- A Heritage item refer to clause 2 of this certificate,
- Land in the 25 or higher ANEF contour..... refer to clause 7 of this certificate,
(Unless the development is only for the erection of ancillary development, the alteration of or an addition to ancillary development or the alteration of a dwelling house)
- Acid sulfate soils class 1 or 2 refer to clause 7 of this certificate,
- Land in a vegetated buffer area refer to clause 7 of this certificate,

Note: If the land has been rendered non complying due to an exemption listed above, you are advised to check with Council for the extent of the exemption. The Code may render the land complying for any land which is outside the extent of the exemption. Reference should be made to the "Planning Maps" on Council's website www.bankstown.nsw.gov.au which identifies the land exemptions.

General Development Code

Complying development under the General Development Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Demolition Code

Complying development under the Demolition Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Fire Safety Code

Complying development under the Fire Safety Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code within the provisions of "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code within the provisions of "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.



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4. COASTAL PROTECTION

Unless specified otherwise in this section of the certificate, the land is not affected by the operation of Section 38 or 39 of the Coastal Protection Act 1979.

4A. CERTAIN INFORMATION RELATING TO BEACHES AND COASTS

Unless specified otherwise in this section of the certificate, the land is not subject to an order under Part 4D of the Coastal Protection Act 1979 in relation to temporary coastal protection works (or on public land adjacent to the land) and, Council has not been notified under Section 55X of the Coastal Protection Act 1979 that temporary coastal protection works have been placed on the land (or on public land adjacent to the land).

4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

Unless specified otherwise in this section of the certificate, the owner (or any previous owner) has not consented in writing that the land is subject to annual charges under Section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works.

5. MINE SUBSIDENCE

Not affected by Section 15 of the Mine Subsidence Compensation Act 1961, proclaiming land to be a mine subsidence district.

6. ROAD WIDENING AND REALIGNMENT

Not affected by any road widening or road realignment under (1) Division 2 of part 3 of the Roads Act 1993; or (2) any Environmental Planning Instrument; or (3) any resolution of Council. However, should your property be near an arterial or main road you should check with the Roads and Maritime Services for possible affectations.



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7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Unless specified otherwise in this section of the certificate, the land is not affected by policies adopted by Council or by any other authority (that has notified Council of its adoption) that restricts development of the land. For bush fire prone land refer to section 11. For flood prone land refer to section 7A.

Affected by a resolution of Council adopting a policy concerning the management of contaminated land. That policy applies to all land in the City of Bankstown and will restrict development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Council's website at www.bankstown.nsw.gov.au or from the Customer Service Area.

Note: Additional information regarding contaminated land matters for this property may also be provided on part 5 of this section 149 planning certificate. For further information contact Council on Ph.97079999.

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

Unless specified otherwise in this section of the certificate, the land is not affected by flood related development controls.

8. LAND RESERVED FOR ACQUISITION

Not affected by either an Environmental Planning Instrument or proposed Environmental Planning Instrument referred to in clause 5.1 providing for the acquisition of the land or part of the land by a public authority, as referred to in Section 27 of the Environmental Planning & Assessment Act. Reference should be made to the LEP 2015 plan as a whole for details.

9. CONTRIBUTION PLANS

Affected by Bankstown City Council Section 94A Development Contributions Plan 2009 which allows Council to impose a levy on development within the City of Bankstown in accordance with Directions issued by the Minister for Planning. The levy will be spent on the provision of public works and infrastructure. Date of commencement 8th June 2009. For further details on the plan contact Council on 9707 9999 or visit Council's website – www.bankstown.nsw.gov.au

9A. BIODIVERSITY CERTIFIED LAND

Unless specified otherwise in this section of the certificate, the land is not biodiversity certified land within the meaning of Part 7AA of the Threatened Species Conservation Act 1995.

10. BIOBANKING AGREEMENTS

Unless specified otherwise in this section of the certificate, the land is not subject to a Biobanking Agreement under Part 7A of the Threatened Species Conservation Act 1995, made by the Department of Environment, Climate Change and Water that has notified Council of the existence of the agreement.



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11. BUSHFIRE PRONE LAND

Unless specified otherwise in this section of the certificate, the land is not bushfire prone.

12. PROPERTY VEGETATION PLANS

Unless specified otherwise in this section of the certificate, the land is not subject to a Property Vegetation Plan under the Native Vegetation Act 2003, as approved by any other authority that has notified Council of the existence of the plan.

13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Unless specified otherwise in this section of the certificate, the land is not subject to a Tree Order under the Trees (Disputes Between Neighbours) Act 2006, made by an authority that has notified Council of the existence of the order.

14. DIRECTIONS UNDER PART 3A

Unless specified otherwise in this section of the certificate, the land is not subject to a Direction by the Minister under section 75P (2) (c1) of the Act that a provision of an EPI does not have an effect.

15. SITE COMPATIBILITY CERTIFICATES & CONDITIONS FOR SENIORS HOUSING

Unless specified otherwise in this section of the certificate, the land is not subject to a development application granted after 12.10.2007 under SEPP (Housing for Seniors or People with a Disability) 2004 setting out the terms of any conditions imposed under clause 18(2) or a current site compatibility certificate issued under clause 25 of the SEPP.

16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

Unless specified otherwise in this section of the certificate, the land is not subject to a development application under clause 19 of SEPP (Infrastructure) 2007 where a valid site compatibility certificate has been issued.

17. SITE COMPATIBILITY CERTIFICATES & CONDITIONS FOR AFFORDABLE RENTAL HOUSING

Unless specified otherwise in this section of the certificate, the land is not subject to a development application under SEPP (Affordable Rental Housing) 2009 where a valid site compatibility certificate and conditions have been issued:



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18. PAPER SUBDIVISION INFORMATION

Unless specified otherwise in this section of the certificate, the land is not subject to a paper subdivision or subdivision order.

19. SITE VERIFICATION CERTIFICATES

Unless specified otherwise in this section of the certificate, the land is not subject to a current site verification certificate of which the Council is aware in respect to Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

MATTERS ARISING UNDER THE CONTAMINATED LAND MANAGEMENT ACT, 1997

Unless specified otherwise in this section of the certificate, there are no matters arising under Section 59(2) of the Contaminated Land Management Act 1997.

MATTERS ARISING UNDER THE NATION BUILDING AND JOBS PLAN (STATE INFRASTRUCTURE DELIVERY) ACT, 2009

Unless specified otherwise in this section of the certificate, there are no matters arising under Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009.

This completes the prescribed matters for the certificate under section 149(2) of the Environmental Planning and Assessment Act 1979, as amended. While this certificate indicates the zoning of the land, it is suggested that the relevant Planning Instrument be inspected on Council's website under Development – Planning Maps or at Council's Customer Service Centre to provide an overall view of the area and the site's surrounding zonings.

SECTION 149(5) DETAILS

At the date of this certificate, the following relevant matters are provided in good faith in accordance with the requirements of Section 149(5) of the Environmental Planning and Assessment Act 1979.

Council has selected the following matters for checking as those most likely to be of concern and do not comprise an exhaustive list. The absence of any reference to any matter affecting the land shall not imply that any matter not referred to in this certificate does not affect the land.

ADDITIONAL INFORMATION

Unless specified otherwise in this section of the certificate, there are no relevant matters arising under Section 149(5) of the Environmental Planning and Assessment Act 1979.



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Please contact Council's general enquiries number listed at the bottom of this sheet for further information about any matter referred to in this certificate.

A handwritten signature in black ink, appearing to read "E. Casari", is written over a vertical line that extends from the signature down towards the text below.

Edward Casari – Acting Team Leader
Land Information Management



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Appendix 1

Bankstown Local Environmental Plan 2015 Amendments & Planning Proposals.
(relating to general information only which may affect part or the whole of the City)

Note: As of 1 July 2009, Draft LEP's have been replaced with "Planning Proposals". A planning proposal is a document that explains the intended effect of, and justification for, a proposed LEP.

Nil



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Appendix 2

State Environmental Planning Policies (SEPP's), Proposed SEPP's and Deemed SEPP's

Note: The names of the relevant instrument's plus their gazettal dates are listed below. For further details please refer to the Department of Planning website www.planning.nsw.gov.au under the heading "Planning System – Legislation and Planning Instruments".

SEPP No.19 – Bushland in Urban Areas, gazetted 24.10.1986
SEPP No.21 – Caravan Parks, gazetted 24.4.1992
SEPP No.30 – Intensive Agriculture, gazetted 8.12.1989
SEPP No.32 – Urban Consolidation (Redevelopment of Urban Land), gazetted 15.11.1991
SEPP No.33 – Hazardous and Offensive Development, gazetted 13.3.1992
SEPP No.50 – Canal Estate Development, gazetted 10.11.1997
SEPP No.55 – Remediation of Land, gazetted 28.8.1998
SEPP No.62 – Sustainable Aquaculture, gazetted 25.8.2000
SEPP No.64 – Advertising and Signage, gazetted 16.3.2001
SEPP No.65 – Design Quality of Residential Flat Development, gazetted 26.7.2002
SEPP – (Housing for Seniors or People with a Disability) 2004, gazetted 31.3.2004
SEPP – (Building Sustainability Index: BASIX) 2004, gazetted 25.6.2004
SEPP – (Major Development) 2005, gazetted 1.8.2005
SEPP – (Mining, Petroleum Production and Extractive Industries) 2007, gazetted 16.2.2007
SEPP – (Miscellaneous Consent Provisions) 2007, gazetted 26.10.2007
SEPP – (Infrastructure) 2007, gazetted 21.12.2007
SEPP – (Exempt and Complying Development Codes) 2008, gazetted 12.12.2008
SEPP – (Affordable Rental Housing) 2009, gazetted 31.7.2009
SEPP – (Sydney Drinking Water Catchment) 2011, gazetted 21.1.2011

PROPOSED SEPP - Competition SEPP, 27.7.2010

Note: As of 1 July 2009, regional environmental plans (REPs) are no longer part of the hierarchy of environmental planning instruments in NSW. The removal of the REP layer is intended to simplify the State's planning system. All existing REPs (listed below) are now deemed State environmental planning policies (SEPPs).

Deemed SEPP – Greater Metropolitan Regional Environmental Plan No. 2 – Georges River Catchment, gazetted 5.2.1999



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Appendix 3

Bankstown Development Control Plan 2015

DATE OF COMMENCEMENT – 13th May 2015

The following is a list of the contents within Bankstown Development Control Plan 2015. If further information is required please contact Council on 9707 9999.

INTRODUCTION	
PART A	PRECINCT CONTROLS
A1	Centres
A2	Corridors
A3	Key infill development sites
PART B	GENERAL CONTROLS
B1	Residential development
B2	Commercial centres
B3	Industrial precincts
B4	Sustainable development
B5	Parking
B6	Child care centres
B7	Educational establishments
B8	Places of public worship
B9	Sex services premises
B10	Telecommunications facilities
B11	Tree preservation order
B12	Flood risk management

Please note: Council may from time to time exhibit draft changes to the development control plan that may affect your land. To find out more, please contact Council on 9707 9999 or view Council's website and refer to the Development Control Plan - www.bankstown.nsw.gov.au



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Appendix 4

Land Use Table

Note. A type of development referred to in the Land Use Table is a reference to that type of development only to the extent it is not regulated by an applicable State environmental planning policy. The following State environmental planning policies in particular may be relevant to development on land to which this Plan applies:

- State Environmental Planning Policy (Affordable Rental Housing) 2009* (including provision for secondary dwellings)
- State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*
- State Environmental Planning Policy (Infrastructure) 2007* (relating to public facilities such as those for air transport, correction, education, electricity generation, health services, ports, railways, roads, waste management and water supply systems)
- State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*
- State Environmental Planning Policy (Rural Lands) 2008*
- State Environmental Planning Policy No 33—Hazardous and Offensive Development*
- State Environmental Planning Policy No 50—Canal Estate Development*
- State Environmental Planning Policy No 62—Sustainable Aquaculture*
- State Environmental Planning Policy No 64—Advertising and Signage*

Zone RU4 Primary Production Small Lots
Permitted without consent Home occupations
Permitted with consent Agriculture; Animal boarding or training establishments; Building identification signs; Business identification signs; Dwelling houses; Environmental facilities; Environmental protection works; Extensive agriculture; Farm buildings; Flood mitigation works; Intensive plant agriculture; Kiosks; Plant nurseries; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Roads; Roadside stalls; Water supply systems
Prohibited Any development not specified in item 2 or 3
Zone R2 Low Density Residential
Permitted without consent Home occupations
Permitted with consent Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Car parks; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Hospitals; Information and education facilities; Jetties; Multi dwelling housing; Places of public worship; Public administration buildings; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Water recreation structures; Water supply systems
Prohibited Any development not specified in item 2 or 3
Zone R3 Medium Density Residential
Permitted without consent Nil
Permitted with consent Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Car parks; Child care centres; Community facilities; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Group homes; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Places of public worship; Public administration buildings; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Water supply systems
Prohibited Any development not specified in item 2 or 3



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Zone R4 High Density Residential
Permitted without consent Nil
Permitted with consent Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Car parks; Child care centres; Community facilities; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Places of public worship; Public administration buildings; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Serviced apartments; Shop top housing; Water supply systems
Prohibited Any development not specified in item 2 or 3

Zone B1 Neighbourhood Centre
Permitted without consent Nil
Permitted with consent Boarding houses; Building identification signs; Bulky goods premises; Business identification signs; Business premises; Car parks; Child care centres; Community facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Garden centres; Hardware and building supplies; Health services facilities; Information and education facilities; Kiosks; Landscaping material supplies; Markets; Medical centres; Neighbourhood shops; Office premises; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Research stations; Residential flat buildings; Respite day care centres; Restaurants or cafes; Roads; Seniors housing; Service stations; Shop top housing; Shops; Take away food and drink premises; Timber yards; Tourist and visitor accommodation; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Water supply systems
Prohibited Any development not specified in item 2 or 3

Zone B2 Local Centre
Permitted without consent Nil
Permitted with consent Boarding houses; Building identification signs; Business identification signs; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Seniors housing; Service stations; Shop top housing; Tourist and visitor accommodation; Any other development not specified in item 2 or 4
Prohibited Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Residential accommodation; Rural industries; Sewage treatment plants; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies



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Zone B4 Mixed Use
Permitted without consent Nil
Permitted with consent Boarding houses; Building identification signs; Business identification signs; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4
Prohibited Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Residential accommodation; Resource recovery facilities; Rural industries; Sewage treatment plants; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse and distribution centres; Waste disposal facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies

Zone B5 Business Development
Permitted without consent Nil
Permitted with consent Building identification signs; Bulky goods premises; Business identification signs; Business premises; Child care centres; Food and drink premises; Garden centres; Hardware and building supplies; Hotel or motel accommodation; Kiosks; Landscaping material supplies; Markets; Neighbourhood shops; Office premises; Passenger transport facilities; Plant nurseries; Respite day care centres; Roads; Serviced apartments; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4
Prohibited Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Home occupations (sex services); Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Residential accommodation; Resource recovery facilities; Restricted premises; Rural industries; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies

Zone B6 Enterprise Corridor
Permitted without consent Nil
Permitted with consent Building identification signs; Bulky goods premises; Business identification signs; Business premises; Community facilities; Food and drink premises; Garden centres; Hardware and building supplies; Hotel or motel accommodation; Kiosks; Landscaping material supplies; Light industries; Markets; Multi dwelling housing; Neighbourhood shops; Office premises; Passenger transport facilities; Plant nurseries; Residential flat buildings; Roads; Seniors housing; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4
Prohibited Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Home occupations (sex services); Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Residential accommodation; Resource recovery facilities; Restricted premises; Rural industries; Sewage treatment plants; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies



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Zone B7 Business Park
Permitted without consent Nil
Permitted with consent Building identification signs; Business identification signs; Child care centres; Light industries; Neighbourhood shops; Office premises; Passenger transport facilities; Respite day care centres; Roads; Warehouse or distribution centres; Any other development not specified in item 2 or 4
Prohibited Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Places of public worship; Port facilities; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Residential accommodation; Resource recovery facilities; Restricted premises; Rural industries; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Waste disposal facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies
Zone IN1 General Industrial
Permitted without consent Nil
Permitted with consent Agricultural produce industries; Building identification signs; Business identification signs; Depots; Food and drink premises; Freight transport facilities; Garden centres; General industries; Hardware and building supplies; Hospitals; Industrial training facilities; Kiosks; Landscaping material supplies; Light industries; Markets; Medical centres; Neighbourhood shops; Plant nurseries; Roads; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4
Prohibited Agriculture; Air transport facilities; Airstrips; Amusement centres; Biosolids treatment facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Child care centres; Commercial premises; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Function centres; Health services facilities; Heavy industrial storage establishments; Home occupations (sex services); Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Port facilities; Residential accommodation; Respite day care centres; Restricted premises; Rural industries; Schools; Sewage treatment plants; Signage; Tourist and visitor accommodation; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies
Zone IN2 Light Industrial
Permitted without consent Nil
Permitted with consent Agricultural produce industries; Building identification signs; Business identification signs; Depots; Food and drink premises; Garden centres; Hardware and building supplies; Hospitals; Industrial training facilities; Kiosks; Landscaping material supplies; Light industries; Markets; Medical centres; Neighbourhood shops; Plant nurseries; Roads; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4
Prohibited Agriculture; Air transport facilities; Airstrips; Amusement centres; Biosolids treatment facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Child care centres; Commercial premises; Correctional centres; Crematoria; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Recreation facilities (major); Residential accommodation; Resource recovery facilities; Respite day care centres; Restricted premises; Rural industries; Schools; Sewage treatment plants; Signage; Tourist and visitor accommodation; Transport depots; Truck depots; Waste disposal facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies



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Zone SP1 Special Activities
Permitted without consent Nil
Permitted with consent The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose
Prohibited Any development not specified in item 2 or 3
Zone SP2 Infrastructure
Permitted without consent Nil
Permitted with consent Roads; The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose
Prohibited Any development not specified in item 2 or 3
Zone RE1 Public Recreation
Permitted without consent Nil
Permitted with consent Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Car parks; Caravan parks; Charter and tourism boating facilities; Child care centres; Community facilities; Eco-tourist facilities; Emergency services facilities; Entertainment facilities; Environmental facilities; Environmental protection works; Extensive agriculture; Flood mitigation works; Food and drink premises; Function centres; Information and education facilities; Intensive plant agriculture; Jetties; Kiosks; Marinas; Markets; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Respite day care centres; Roads; Water recreation structures; Water supply systems; Wharf or boating facilities
Prohibited Any development not specified in item 2 or 3
Zone RE2 Private Recreation
Permitted without consent Nil
Permitted with consent Building identification signs; Business identification signs; Car parks; Community facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Helipads; Kiosks; Marinas; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Roads; Water supply systems
Prohibited Any development not specified in item 2 or 3
Zone E1 National Parks and Nature Reserves
Permitted without consent Uses authorised under the National Parks and Wildlife Act 1974
Permitted with consent Nil
Prohibited Any development not specified in item 2 or 3
Zone W1 Natural Waterways
Permitted without consent Nil
Permitted with consent Boat launching ramps; Boat sheds; Charter and tourism boating facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Jetties; Marinas; Mooring pens; Moorings; Water recreation structures; Wharf or boating facilities
Prohibited Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

Municipality of *Bankstown (Revesby)*

NO. 355849

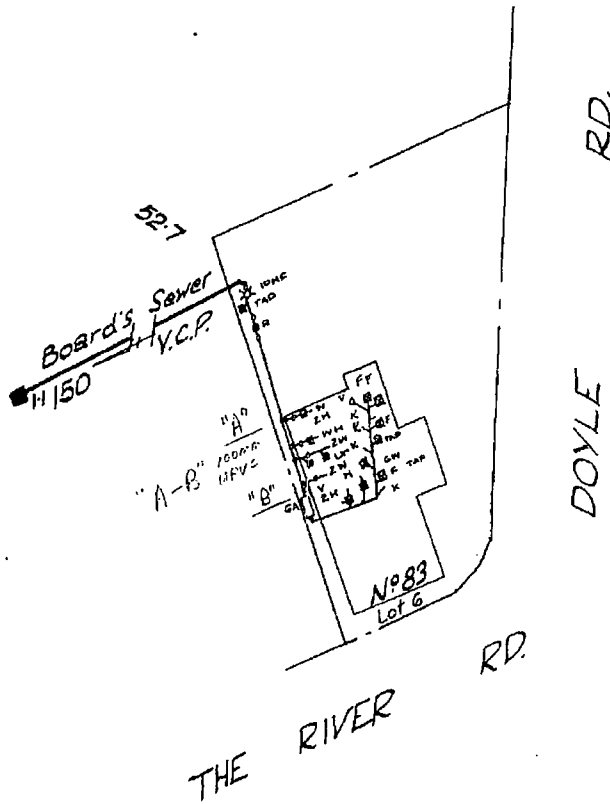
SYMBOLS AND ABBREVIATIONS

- | | | | | | | | |
|----------------------------|--------------------|-----------------------------|----------------|----|--------------|-----|-------------------|
| <input type="checkbox"/> | Boundary Trap | <input type="checkbox"/> R | Reflux Valve | IP | Induct Pipe | H | Basin |
| <input type="checkbox"/> | Inspection Shaft | <input type="checkbox"/> C | Cleaning Eye | MF | Mica Flap | S | Shower |
| <input type="checkbox"/> | Pit | <input type="checkbox"/> V | Vertical Pipe | T | Tubs | WIP | Wrought Iron Pipe |
| <input type="checkbox"/> G | Grease Interceptor | <input type="checkbox"/> V | Vent Pipe | K | Kitchen Sink | CIP | Cast Iron Pipe |
| <input type="checkbox"/> | Gully | <input type="checkbox"/> SV | Soil Vent Pipe | W | Water Closet | F | Flour Waste |
| <input type="checkbox"/> P | P Trap | <input type="checkbox"/> DC | Down Cast Cowl | B | Bath Waste | M | Washing Machine |

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.

303 53/1649

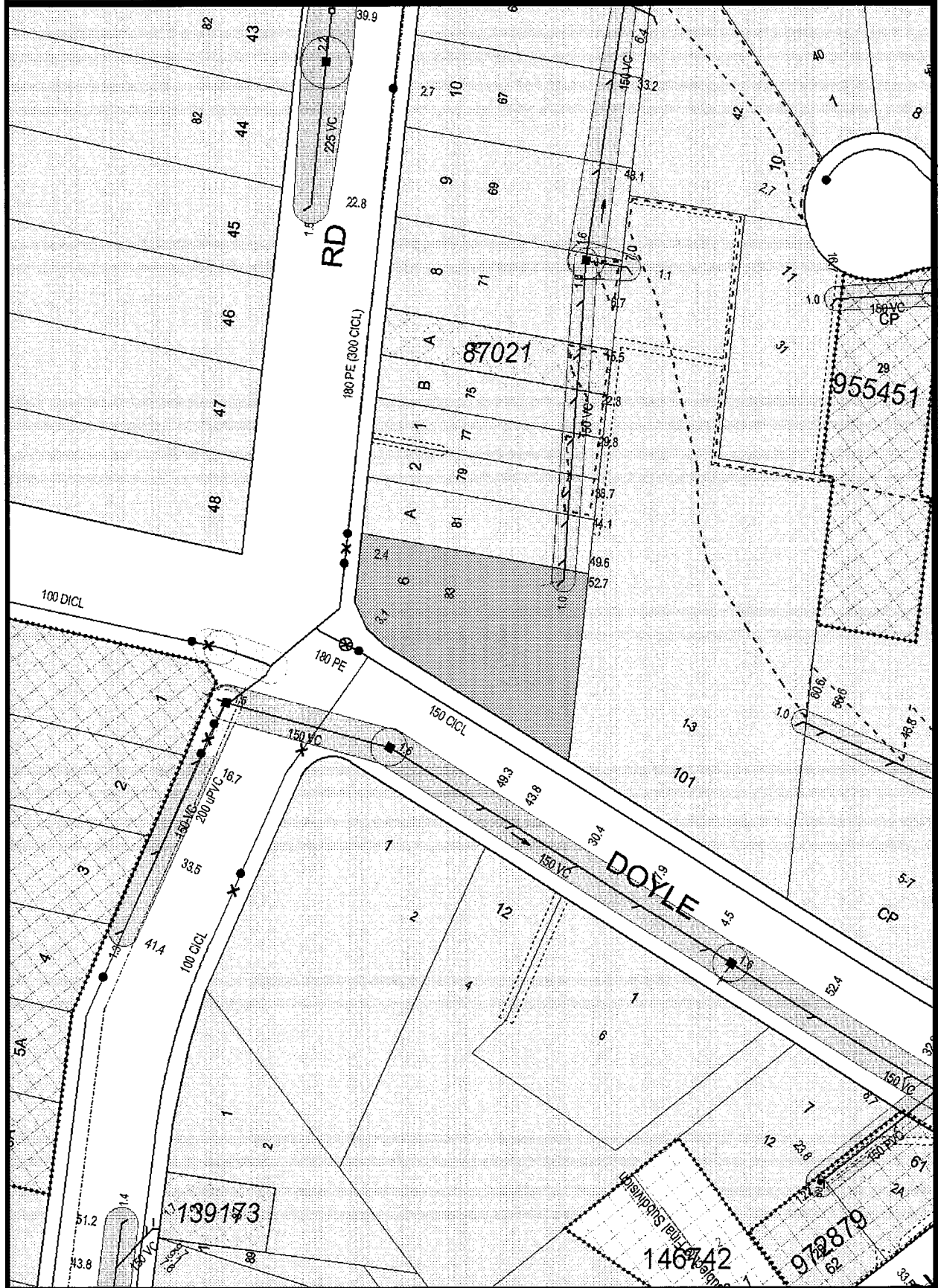


No. 7178 W.C.s Scale 1:500 Distances/depths in metres; For House Services Engineer
 T No. U.C.s pipe diameters in millimetres

DRAINAGE		BRANCH OFFICE		PLUMBING	
... W.C.	Supervised by	Date	Date	Supervised by	Date
... Bth.	Inspector		Outfall <u>SW</u>	Inspector	
... Shr.					
... Bsn.	Examined by		Drainer		
... K.S.	Chief Inspector		Plumber		
... T.					
... Plg.					
Int.	Tracing Checked		Boundary Trap		
Ext.			is/it not required		

814-489
1133-203
1455 194

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



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