

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 158402064	NSW DAN:
vendor's agent			Phone:
			Fax:
co-agent			Ref:
vendor			
vendor's solicitor			Phone:
			Fax:
date for completion	42 days after the contract date	(clause 15)	Email:
land	57A SEVENTH AVE AUSTRAL NSW 2179		
(Address, plan details and title reference)	LOT xxxxx IN DEPOSITED PLAN 1274624		
	2452/1274624		
	<input checked="" type="checkbox"/> VACANT POSSESSION	<input type="checkbox"/> Subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE	<input type="checkbox"/> garage	<input type="checkbox"/> carport
	<input type="checkbox"/> none	<input checked="" type="checkbox"/> other: vacant land	<input type="checkbox"/> home unit
			<input type="checkbox"/> carspace
			<input type="checkbox"/> storage space
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"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
Price			Ref:	
deposit				(10% of the price, unless otherwise stated)
balance				
contract date				(if not stated, the date this contract was made)

Where there is more than one purchaser  JOINT TENANTS

tenants in common  in unequal shares, specify: \_\_\_\_\_

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

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

**SIGNING PAGE**

<p><b>VENDOR</b></p> <hr/> <p>Signed By _____</p>  <p>Vendor _____</p>  <p>Vendor _____</p>	<p><b>PURCHASER</b></p> <hr/> <p>Signed By _____</p>  <p>Purchaser _____</p>  <p>Purchaser _____</p>												
<p><b>VENDOR (COMPANY)</b></p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">                 _____                  Signature of authorised person             </td> <td style="width: 50%; border: none;">                 _____                  Signature of authorised person             </td> </tr> <tr> <td style="width: 50%; border: none;">                 _____                  Name of authorised person             </td> <td style="width: 50%; border: none;">                 _____                  Name of authorised person             </td> </tr> <tr> <td style="width: 50%; border: none;">                 _____                  Office held             </td> <td style="width: 50%; border: none;">                 _____                  Office held             </td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held	<p><b>PURCHASER (COMPANY)</b></p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">                 _____                  Signature of authorised person             </td> <td style="width: 50%; border: none;">                 _____                  Signature of authorised person             </td> </tr> <tr> <td style="width: 50%; border: none;">                 _____                  Name of authorised person             </td> <td style="width: 50%; border: none;">                 _____                  Name of authorised person             </td> </tr> <tr> <td style="width: 50%; border: none;">                 _____                  Office held             </td> <td style="width: 50%; border: none;">                 _____                  Office held             </td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
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_____ Office held	_____ Office held												

vendor agrees to accept a **deposit-bond**

NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4)

PEXA

**Manual transaction** (clause 30)

NO  yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

**land tax** is adjustable

NO  yes

**GST: Taxable supply**

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment)

NO  yes (if yes, vendor must provide further details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: \$

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input checked="" type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
<b>Home Building Act 1989</b>	<input type="checkbox"/> 57 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off the plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off the plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	<b>Other</b>
<b>Swimming Pools Act 1992</b>	<input type="checkbox"/> 60
<input type="checkbox"/> 28 certificate of compliance	
<input type="checkbox"/> 29 evidence of registration	
<input type="checkbox"/> 30 relevant occupation certificate	
<input type="checkbox"/> 31 certificate of non-compliance	
<input type="checkbox"/> 32 detailed reasons of non-compliance	

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

- 1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2 **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

1.1	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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

**13 Goods and services tax (GST)**

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
  - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 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.
- 30.8 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.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
  - 32.3.2 the claim for compensation is not a claim under this contract.

57A SEVENTH AVE AUSTRAL NSW 2179

## **SPECIAL CONDITIONS**

The following clauses are the Special Conditions to the Contract for Sale of Land. In the event of any inconsistency between the further provisions and the printed clauses of this contract, these further provisions shall prevail. Each of the further provisions, or part of them, shall be severable from the remainder of the contract. If for any reason, any such provision or part is invalid or unenforceable, the validity or enforceability of the remaining contract will not be prejudiced.

### **1. Prescribed Documents and Amendments to the Contract**

- (a) The Vendor does not warrant the accuracy or completeness of the documents attached to this Contract.
- (b) The Purchaser may not make any objection, requisition, or claim for compensation, or delay completion or rescind or terminate this Contract by reason of any matter disclosed in or omitted, or any inaccuracy or incompleteness of, any document annexed or exhibited to this Contract.
- (c) The standard clause of the Contract is amended as follows:
  - (1) clause 1: delete the words “a building society or a credit union”;
  - (2) clause 7.1.1: delete “5% of the price” and insert \$500.00;
  - (3) clause 8.1.1: delete the words “on reasonable grounds”;
  - (4) clause 10.1: add the words “or delay completion” after the word “terminate”;
  - (5) clause 13.2: delete;
  - (6) clause 14.4: delete the words “must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other” and insert the words “must adjust” after the words “The parties”;
  - (7) clause 14.4.2: delete;
  - (8) clause 16.4: add the words “at least 14 days prior to completion” after the words “on any of the land”;
  - (9) clause 23.6.1: delete “even if it is payable by instalments”;
  - (10) clause 23.9.1: delete “1%” and insert “5%”;
  - (11) clause 23.9.4: delete;
  - (12) clause 23.13: delete and the purchaser is obliged to apply for the section 184 certificate at its own costs;
  - (13) clause 23.14: delete;
  - (14) clause 24.1: delete;
  - (15) clause 24.4.2: delete; and
  - (16) clause 25.1.1: delete “limited”.

### **2. Purchasers Acknowledgements, Warranties and Representations**

- (a) The Purchaser represents and warrants that in entering into this Contract the Purchaser:
  - 1) has not relied on any representations or warranties about its subject matter by the Vendor or its agent(s) except those set out in this Contract; and
  - 2) has relied only on the Purchaser's own inquiries made on the Purchaser's behalf, which relate to the property.

### **3. Agent**

- (a) The Purchaser represents and warrants that the Purchaser was not introduced to the property by a real estate agent other than the agent referred to on the front page of this Contract.
- (b) In the event that the Purchaser is in breach of the warranty contained in Special Condition 3 (a) the Purchaser hereby agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent arising out of the sale herein provided. This condition shall not merge on completion.

#### **4. Condition of Property**

- (a) The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:
  - 1) is satisfied as to the current nature, quality, condition and state of repair of the Property;
  - 2) accepts the Property as it is and subject to all defects (latent or patent or both as the case may be) and all dilapidation and infestation and any material or substance of any kind present on, under, in or above the Property (whether known or not known to the Purchaser as a result of its inspection or enquiries); and
  - 3) is satisfied about the purposes for which the Property may be used and the extent of any permissible development of the Property.
- (b) The Purchaser agrees not to make, assert or exercise and releases the Vendor from any right or entitlement it may have at any time against the Vendor in respect of any of the following liabilities which arise directly or indirectly, in connection with the matters referred to in Special Condition 4 (a) (1) to (3) inclusive:
  - 1) all costs, losses or expenses associated with or arising out of complying with a statute, regulation or other law;
  - 2) any legal liability to which the Purchaser is or may be subject;
  - 3) any fines or penalties incurred under law;
  - 4) all costs and expenses incurred in complying with the requirements of any responsible authority; and
  - 5) all other claims, demands, suits, proceedings, causes of action, losses (including consequential losses) damages, costs and expenses, legal or consulting fees and interest, howsoever and whenever arising.
- (c) The Purchaser may not make any objection, requisition or claim for compensation or delay completion of or rescind or terminate this Contract because of anything in connection with:
  - 1) the nature, quality, condition or state of repair of the Property including, without limitation, defects (latent or patent or both, as the case may be), dilapidation or infestation and any material or substance of any kind present on, under, in or above the Property; or

- 2) the purposes for which the Property may be used; or
  - 3) loss, damage, dilapidation, infestation, mechanical breakdown or reasonable wear and tear which may affect the Property between the date of this Contract and completion, or
  - 4) the roof or surface water drainage from the Property being connected to a sewerage service; or
  - 5) any widening or realignment or proposed widening or realignment of any road or footpath affecting the Property; or
  - 6) any matter disclosed in this Contract.
- (d) The Purchaser shall not require the carrying out of any work or expenditure or any money by the Vendor on or in respect of the property or structures.
- (e) The Purchaser acknowledges that neither the Vendor nor any person on behalf of the Vendor has made any representation or warranty upon which the Purchaser relies as to any financial return to be derived from the Property.

#### **5. Particulars of Title**

The purchaser shall not be entitled to make any requisitions, objections or claims for compensation in respect of any of the following

- (a) The position of any building fences, structures improvements, drains pipes or electrical cables;
- (b) Any encroachments by the subject property;
- (c) Any other matter which may be referred to or disclosed in a survey report whether such survey report is annexed or not.

#### **6. Investment of Deposit**

If this Contract states that the deposit is to be invested then the parties direct the deposit holder to invest the deposit (at the risk of the party who becomes entitled to it) with an Australia Bank nominated by the Vendor in an interest bearing account in New South Wales, payable at call, with interest to be reinvested; and pay the net interest, after deduction of all proper bank or government charges, fees or taxes, to the parties equally if this Contract is completed, or otherwise to the party entitled to the deposit.

#### **7. Incapacity (Individual)**

If before completion either party (being an individual)

- (a) dies, or
- (b) loses the capacity to complete the Contract, or
- (c) is made bankrupt,

the other party may rescind this Contract in accordance with Clause 19 of the printed conditions.

## **8. Incapacity (Company)**

If before completion either party (being a company):

- (a) resolves to go into liquidation, or
- (b) has an application for its winding up filed, or
- (c) enters into a scheme of arrangement with its creditors, or
- (d) has a liquidator, receiver, receiver and manager, official manager or administrator appointed to it,

the other party may rescind this Contract in accordance with Clause 19 of the printed conditions.

## **9. Interest on Purchase Money**

- (a) If completion does not take place on the completion date specified by the contract, except by the fault of the Vendor, the Purchaser shall (in addition to the balance of purchase price and any other interest or other sums which may be payable to the Vendor) pay:
  - 1) Interest on the balance of purchase moneys at the rate of twelve (12%) per annum calculated on a daily basis from the completion date to the actual date of completion (both dates are inclusive); and
- (b) Payment of interest in accordance with this clause is an essential term of this Contract.
- (c) The Vendor shall not be obliged to settle unless this amount is tendered at the time of completion.
- (d) The Purchaser hereby acknowledges that interest at the rate specified above represents a genuine pre-estimate of the liquidated damages likely to be suffered by the Vendor as a result of completion not taking place on or before the completion date.

## **10. Notice to Complete**

- (a) The parties hereto acknowledge and agree that either party is entitled to issue a notice to complete making time of the essence for completion of this Contract, then not less than fourteen days (excluding the date on which that notice is given), is a reasonable period to allow for completion in that notice.
- (b) It is an essential term of this agreement that if the Vendor serves upon the Purchaser a notice to complete the Purchaser shall pay to the Vendor on completion \$440.00 (inclusive of GST) to cover the Vendor's legal costs and associated expenses incurred in the preparation and service of a notice to complete.

## **11. Services**

The property is sold and the Purchaser shall take title thereto subject to and no objection or requisition or claim shall be made by the Purchaser in respect of the following matters:

- (a) any mains, wires or connections of any authority responsible for the provision of water, sewerage, drainage, electricity, gas or telephone passing through the property or the common property.
- (b) the copy sewerage service diagram, if any, annexed hereto and any matter or thing referred to therein or arising thereout.

**12. Tax File Numbers**

- (a) Each party will provide his, hers or its tax file number to the deposit holder on or before the date of this contract and authorises the deposit holder to give such tax file numbers to the institution with which the deposit is to be invested.
- (b) If either party does not give his, hers or its tax file number to the deposit holder then the deposit holder is authorised and directed to deduct any and all withholding tax charged against any interest earned by reason of such failure, from that party's proportion of interest earned on the investment of the deposit.

**13. Finance Approval**

- (a) The Purchaser warrants that prior to the date of this Contract the Purchaser has obtained finance or credit on reasonable terms or does not require finance to complete this Contract.
- (b) For the purposes of this Special Condition 13 "credit" has the same meaning as given to it in Section 4 (1) of the Consumer Credit (New South Wales) Code.
- (c) The Vendor in entering into this Contract relies on the warranty given by the Purchaser pursuant to Special Condition 13 (a).

**14. Stamp Duty/Property Tax**

The Purchaser must:

- (a) pay all stamp duty and/or property tax which are payable in connection with this Contract; and
- (b) indemnify the Vendor against any liability which results from default, delay or omission to pay those duties and/or taxes or failure to make proper disclosure to the Office of State Revenue in relation to those duties and/or taxes.

**15. Approvals of Authorities**

- (a) The Purchaser represents and warrants to the Vendor that:
  - 1) it has satisfied itself as to the terms and conditions on which all relevant authorities approved of the construction of the improvements situated on the Property; and
  - 2) the Purchaser has made its own independent enquiries to ascertain the terms and conditions on which all relevant authorities have approved of the construction of the improvements upon the Property.

- (b) Without limiting the generality of Special Condition 15 (a) hereof, any warranties or representations made or given by or on behalf of the Vendor, express or implied in respect of the terms and conditions of approvals referred to in Special Condition 15 (a) are not relied upon by the Purchaser in inducing it to enter into this Contract.
- (c) The Purchaser indemnifies the Vendor from and against all actions, claims, costs, damages, expenses, judgments, losses, orders, proceedings, summons suits and writs of any nature whatsoever arising out of or in connection with anything done or omitted to be done after the date of completion in respect of the approvals referred to in Special Condition 15 (a) and may not:
  - 1) make any objection, requisition, or claim for compensation; or
  - 2) delay completion; or rescind or terminate,this Contract by reason of any term or condition of any approval referred to in Special Condition 15 (a) or in respect of any other matter or thing referred to in this Special Condition 15.

#### **16. Fixtures and Fittings Excluded**

The Purchaser hereby acknowledges that the plant, fixtures and fittings (if any) more particularly described beside the heading exclusions on the front page of this Contract are excluded from the sale.

#### **17. Representations and Warranties**

The Purchaser represents and warrants that:

- (a) it has in full force and effect the authorisations necessary to enter into this Contract and any related agreement, observe obligations under them and allow them to be enforced;
- (b) it is not entering into this Contract as a trustee.

#### **18. Improvements**

The Purchaser may not make any objection, requisition or claim or delay completion of or terminate or rescind this Contract because the Vendor cannot give the Purchaser information about who erected the improvements on the Property or because the improvements were erected by an unlicensed or unauthorised person.

#### **19. Guarantee**

- (a) If the Purchaser is a company (other than a company listed in the Australian Stock Exchange), the performance of the Purchaser's obligations under this Contract must be guaranteed by the Guarantor.
- (b) For the purposes of this Contract, Guarantor, means either:
  - 1) two directors of the Purchaser;
  - 2) a director and secretary of the Purchaser; or

- 3) the sole director and secretary of the Purchaser (as appropriate).
- (c) The Guarantor must execute this Contract and by the Guarantor's execution of this agreement, acknowledges incurring obligations and giving rights under the guarantee and indemnity in this Special Condition 19 for valuable consideration from the Vendor including without limitation, the agreement of the Vendor to enter into this agreement at the request of the Guarantor.
  - (d) The covenants, guarantees and indemnities in this Special Condition are Severable.
  - (e) The Guarantor unconditionally and irrevocably guarantees to the Vendor:
    - 1) the payment to the Vendor of the balance of the purchase price by the Purchaser;
    - 2) the payment to the Vendor of every other amount payable by the Purchaser under this Contract, and
    - 3) the performance of the Purchaser's obligations under this Contract
  - (f) The Guarantor indemnifies the Vendor against any claim or action and costs arising there from in connection with or arising from any breach or default or attempted breach or default by the Purchaser of its obligations under this Contract.
  - (g) This guarantee and indemnity:
    - 1) is a principal obligation and will not be treated as ancillary or collateral to any other right or obligation however created or arising;
    - 2) may be enforced against the Guarantor without the Vendor first being required to exhaust any remedy it may have against the Purchaser;
    - 3) is irrevocable and will remain in full force and effect until discharged and will bind the estates of the Guarantors.
  - (h) The Guarantor must pay on demand any money due to the Vendor by reason of this indemnity including the balance of the purchase price, the adjustments due to the Vendor and interest payable by the Purchaser to the Vendor.
  - (i) The Guarantor is jointly and severally with the Purchaser liable to the Vendor for:
    - 1) the Purchaser's observance and performance of its obligations under this Contract; and
    - 2) any damage incurred by the Vendor as a result of the Purchaser's failure to observe and perform its obligations under this Contract or its default under this Contract or the termination of this Contract by the Vendor.
  - (j) The Guarantor must pay the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of a right of the Vendor under this Special Condition.
  - (k) The Guarantor's obligations are not affected if:

- 1) the Vendor releases or enters into a composition with the Purchaser;
  - 2) a payment made to the Vendor is later avoided; or
  - 3) the Vendor assigns or transfers the benefit of this Contract.
- (l) If the Vendor assigns or transfers the benefit of this Contract, the assignee receives the benefit of the Guarantor's covenants, agreements, guarantees and indemnities.
- (m) The obligations of the Guarantor under this clause are not released discharged or otherwise affected by:
- 1) failure by one or more Guarantors to have executed this guarantee and indemnity, validly or otherwise;
  - 2) the grant of any time, waiver, covenant not to sue or other indulgence;
  - 3) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person, the release or discharge of any person;
  - 4) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
  - 5) a variation of this Contract including a variation in the date of completion of this Contract, any moratorium or other suspension of a right, power, authority, discretion, remedy conferred on the Vendor by this Contract, a statute, a court or otherwise;
  - 6) payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;
  - 7) the Purchaser becoming insolvent, going into liquidation, official management, receivership, arrangement, administration or winding up, or
  - 8) a receiver and/or manager, liquidator, administrator, or other similar person being appointed in respect of the Purchaser or any of its assets or undertakings.
- (n) Any failure by the Purchaser to comply with Special Condition shall constitute a breach of this Contract entitling the Vendor to terminate this Contract.

## **20. General**

### **Entire Agreement**

This Contract constitutes the entire agreement of the parties about the subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

### **Particulars of title**

The Purchaser acknowledges that the particulars of title set out in this Contract are sufficient to enable the Purchaser to prepare the transfer and the Purchaser may not request the Vendor to provide the Purchaser with any further statement of the Vendor's title to the property.

### **Conflict with the Printed Conditions**

In the event of any conflict between the provisions of these additional Special Conditions and those contained in the printed conditions of this Agreement, these Special Conditions will prevail.

### **Obligations**

Each obligation, representation, warranty, covenant, agreement, undertaking, acknowledgement, and indemnity ("Obligation") of the Purchaser in this Contract is a continuing Obligation and survives completion, rescission or termination (whichever in fact occurs). It is not necessary for the Vendor to incur expense or make payment before enforcing a right of indemnity conferred by this Contract.

### **Headings**

Headings are inserted for convenience and do not affect the interpretation of this Contract.

### **Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the State of New South Wales and each of the parties submits to the jurisdiction of the courts of New South Wales.

## **21. Interpretation**

In this Contract unless the contrary intention appears:

- (a) a reference to this agreement or another instrument includes any variation or replacement of any of them,
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa
- (d) the word "person" includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (e) an agreement, representation, indemnity or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (f) an agreement representation, indemnity or warranty on the part of two or more persons binds them jointly and severally;
- (g) the word "person" includes a natural person, a firm, body corporate, an unincorporated association or an authority;
- (h) a reference to anything (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (i) words importing any gender shall include the other gender;

- (j) a reference to a clause or annexure or exhibit shall be construed as a reference to a clause annexure or exhibit to this Contract and references to this Contract shall include any annexures and exhibits.

**22. Requisitions on Title**

It has been agreed that the Requisitions on Title are as per enclosed with replies to these requisitions. The purchaser cannot make other Requisitions on Title and no further replies will be provided.

**23. Transfer**

If the transfer is not served from the purchaser to the vendor within 21 days prior to completion, the purchaser agrees to allow a fee of \$220.00 (GST inclusive) payable to the vendor's solicitor for the additional cost and time incurred to the vendor's solicitor by way of an allowance on settlement adjustment.

**24. Release of Deposit**

The purchaser agrees the deposit shall be released to the vendor after exchange if required by the vendor for the use in relation to the vendor's purchase of real estate, stamp duty or any other related payments.

**25. Discrepancy at Settlement**

Each party agrees that if on completion any adjustment of outgoings or any part of the sale price of the land, required to be made under the contract is overlooked or incorrectly calculated or an incorrect settlement cheque drawn, the party will forthwith upon being requested by the other party to make the correct calculation and pay such amount or amendments. This clause will not merge on completion.

**26. Delayed Settlement**

In the event settlement does not take place at the scheduled time, or does not take place at a re-arranged time on the same day due to the purchaser and/or their mortgagee and through no fault of the vendor. In addition to any other monies due and payable by the purchaser on completion, the purchaser must pay an additional \$165.00 (GST inclusive) on settlement to the vendor to cover the legal costs and other expenses incurred in rescheduling the settlement booking as a consequence of the delay.

**27. Section 184 / Section 26**

The standard conditions clause 23.13 and clause 23.14 of the contract are deleted. The vendor is not obliged to provide a section 184 certificate of the Strata Management Act 1996 or a section 26 certificate of the Community Land Management Act 1989 and the vendor authorises the purchaser to apply for such certificate at the purchaser's own costs.

**28. Cooling Off Period**

Should an extension of the Cooling Off Period be requested by the purchaser within 24 hours prior to the expiry of the Cooling Off Period, the purchaser agrees to pay the sum of \$110.00 (GST inclusive) to the vendor's solicitor, being a reasonable fee for the

attendances of the vendor's solicitor in seeking instructions from the vendor and advising the purchaser of any such extension, by way of an allowance on settlement adjustment. This fee applies when the request is made and regardless of the grant of the extension.

**29. Special Condition 29**

In the event that the vendor accepts that the purchaser pays less than ten percent (10%) of the purchase price as deposit on exchange, then if the purchaser commits a default hereunder, the whole of the ten percent deposit shall become due and payable notwithstanding that this Contract is not completed. This clause shall not merge on completion and the vendor shall be entitled to sue for recovery of so much of the ten percent deposit that remains outstanding as a debt due by the purchaser to the vendor.

**30. Conditions of sale of land by auction**

- (a) The Bidders' record means the bidders' record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002.
- (b) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.
- (c) A bid for the vendor cannot be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
- (d) The highest bidder is the purchaser, subject to any reserve price.
- (e) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- (f) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
- (g) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- (h) A bid cannot be made or accepted after the fall of the hammer.
- (i) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement for sale.

In addition to the conditions above the following conditions apply to the sale by auction of residential property or rural land:

- (j) All bidders must be registered in the bidders' record and display an identifying number when making a bid.
- (k) The auctioneer may make only one vendor bid at an auction of residential property or rural land.
- (l) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller.

In addition to the conditions set out above the following conditions apply to the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator

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

- (n) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- (o) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- (p) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.



FOLIO: 2452/1274624

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SEARCH DATE	TIME	EDITION NO	DATE
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25/3/2025	5:03 PM	2	25/10/2023

LAND

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LOT 2452 IN DEPOSITED PLAN 1274624  
AT AUSTRAL  
LOCAL GOVERNMENT AREA LIVERPOOL  
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1274624

FIRST SCHEDULE

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YUEN YAN RENEE LEUNG (T AT545886)

SECOND SCHEDULE (6 NOTIFICATIONS)

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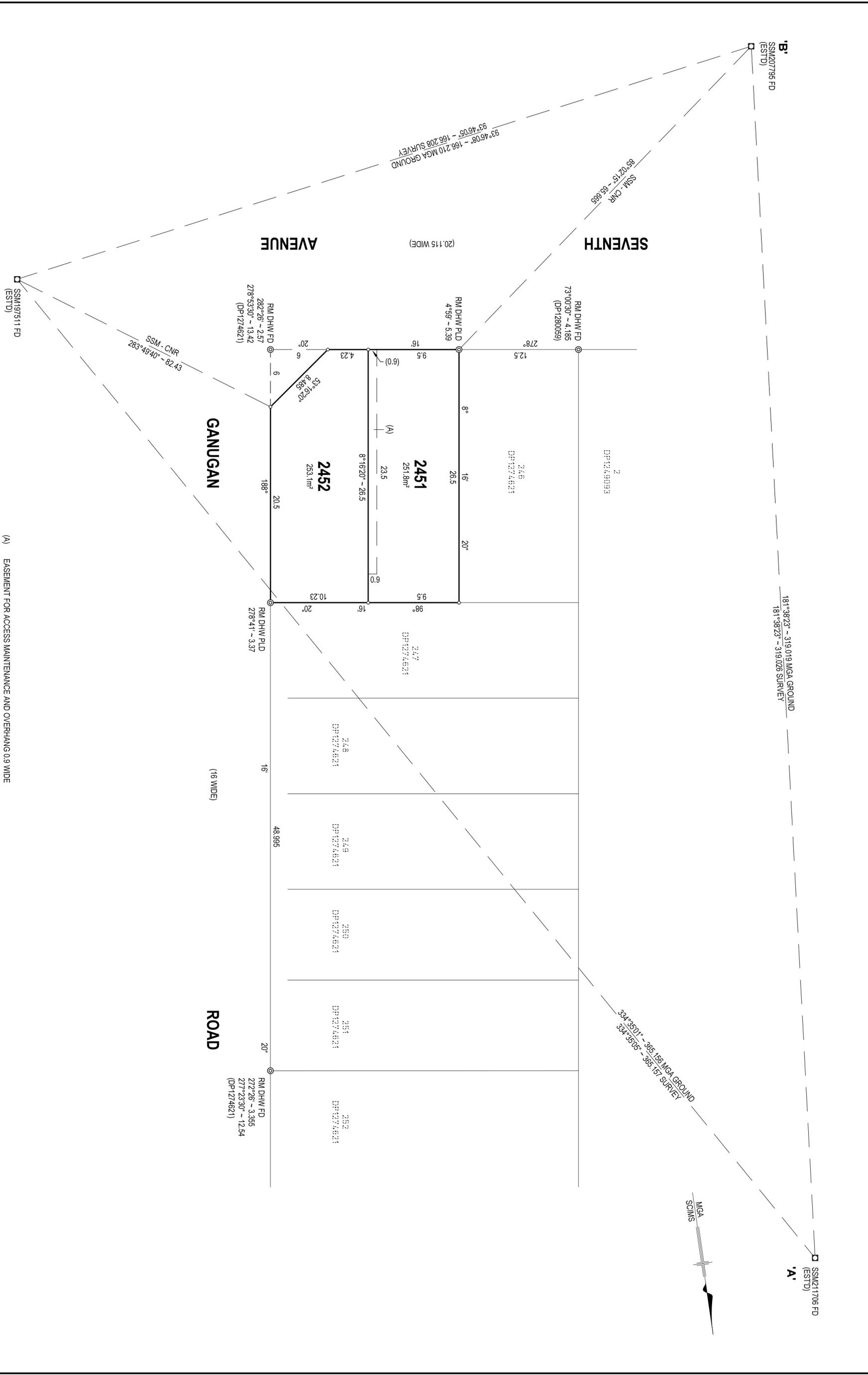
- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1274621 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1274621 POSITIVE COVENANT
- 4 DP1274624 EASEMENT FOR ACCESS MAINTENANCE AND OVERHANG 0.9  
METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1274624 RESTRICTION(S) ON THE USE OF LAND
- 6 AT545887 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP  
LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



COORDINATE SCHEDULE

MARK	EASTING	NORTHING	CLASS	PU	METHOD	STATE
MGA2020 COORDINATES ZONE 56 CSF 1.000087 DATE OF SCIMS COORDINATES: 04-08-2023						
SSM207795	297 988.435	6 242 093.552	D	0.03	From SCIMS	Found
SSM211706	297 997.564	6 242 412.468	D	0.05	From SCIMS	Found
SSM197511	298 154.300	6 242 082.626	D	0.04	From SCIMS	Found

Surveyor:  
SCOTT MACKEDIE  
Date: 16/08/2023  
Surveyor's Ref: 8262-4

PLAN OF SUBDIVISION OF LOT 245 IN DP1274621

L G A: LIVERPOOL  
Locality: AUSTRAL  
Reduction Ratio 1:250  
Lengths are in metres.

REGISTERED  
03/10/2023

DP1274624

PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p>Registered:  03/10/2023</p> <p>Title System: TORRENS</p>	<p>Office Use Only</p> <h1 style="margin: 0;">DP1274624</h1> <p>Office Use Only</p>
<p><b>PLAN OF SUBDIVISION OF LOT 245 IN DP1274621</b></p>	<p>LGA: LIVERPOOL                  Locality: AUSTRAL                  Parish: CABRAMATTA                  County: CUMBERLAND</p>
<p style="text-align: center;"><b>Survey Certificate</b></p> <p>I, SCOTT MACKEDIE                  of SDG PTY LTD                  P.O. Box 2572, NORTH PARRAMATTA 1750</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 16/08/2023</p> <p>*(b) <del>The part of the land shown in the plan (*being/*excluding **</del> .....                  .....                  was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, ..... the part not surveyed and compiled in accordance with that Regulation, or</p> <p>*(c) <del>The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del></p> <p>Datum Line: 'A' - 'B'                  Type: *Urban/*Rural                  The terrain is *Level-Undulating / *Steep-Mountainous</p> <p>Signature: <i>S. Mackedic</i> Dated: 17/08/2023</p> <p>Surveyor Identification No: SU009201                  Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike out inappropriate words.                  **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>	<p style="text-align: center;"><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....                  Date: .....                  File Number: .....                  Office: .....</p>
<p>Plans used in the preparation of survey/<del>compilation</del>.                  DP1274621</p>	<p style="text-align: center;"><b>Subdivision Certificate</b></p> <p>I, <u>STEPHEN MONTE</u> .....                  *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <i>S. Monte</i> .....                  Registration number: .....                  Consent Authority: <u>LIVERPOOL CITY COUNCIL</u> .....                  Date of endorsement: <u>26-09-2023</u> .....                  Subdivision Certificate number: <u>SC-104/2023</u> .....                  File number: <u>DA-496/2021</u> .....</p> <p><small>*Strike through if inapplicable.</small></p>
<p>Surveyor's Reference: 8262-4</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p style="text-align: center;">Signatures, Seals and Section 88B Statements should appear on                  PLAN FORM 6A</p>

PLAN FORM 6A (2019)

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 2 of 3 sheet(s)

Registered:



03/10/2023

Office Use Only

Office Use Only

**DP1274624**

**PLAN OF SUBDIVISION OF LOT 245 IN  
 DP1274621**

Subdivision Certificate number: SC-109/2023

Date of Endorsement: 26-09-2023

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO CREATE:

1. EASEMENT FOR ACCESS MAINTENANCE AND OVERHANG 0.9 WIDE (A)
2. RESTRICTION ON THE USE OF LAND

SCHEDULE OF STREET ADDRESSES

Lot	Street Number	Street Name	Street Type	Locality
STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE				

If space is insufficient use additional annexure sheet

Surveyor's Reference: 8262-4

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
Registered:  03/10/2023	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 245 IN DP1274621		<b>DP1274624</b>
Subdivision Certificate number: <u>SC-109/2023</u> Date of Endorsement: <u>26-09-2023</u>		
		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>

Executed by **Eighth Ave 60 Pty Limited**  
ACN 644 104 718 by its attorney  
Robert Peter Sandell pursuant to Power of Attorney Registered Book 4785 No 283 dated 30 March 2021.

RS - ml  
Signature of authorised person:



Signature of Witness

CHRIS MCCULLAND

95 PITT ST, SYDNEY NSW 2000

Name and address of Witness

**Consent of Mortgagee**

SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level 2 Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:

N. Gerlach  
WITNESS  
Niels Gerlach  
2 Carrington St,  
Sydney, 2000

Annabel Peetham  
ATTORNEY  
ANNABEL PEETHAM  
ASSOCIATE DIRECTOR

If space is insufficient use additional annexure sheet

Surveyor's Reference: 8262-4

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

Lengths are in metres

(Sheet 1 of 4 sheets)

Plan: **DP1274624**

Plan of Subdivision of Lot 245 in DP 1274621 covered by  
Subdivision Certificate No. ~~SC-109/2022~~ dated ~~26-09-2022~~

**Full name and address of the  
owner of the land:**

Eighth Ave 60 Pty Ltd  
Suite 502, Level 5  
95 Pitt Street  
Sydney NSW 2000

**PART 1 (CREATION)**

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement for Access Maintenance and Overhang 0.9 wide (A)	2451	2452
2	Restriction on the Use of Land	2451, 2452	Liverpool City Council

**PART 2 (TERMS)**

**1. Terms of Easement numbered 1 in the plan**

- 1.1 The owner of the lot benefitted may:
- (a) With prior reasonable notice given to the owner or occupier of a lot burdened, use the easement site (including any roof structure of the lot burdened) for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
    - (i) The lot benefitted or overhanging structures within the easement site;
    - (ii) Any structure constructed or to be constructed by the owner of the lot benefitted, which cannot otherwise reasonably be carried out;
  - (b) Do anything reasonably necessary for that purpose including:
    - (i) Entering into the lot burdened;
    - (ii) Taking anything onto the lot burdened; and
    - (iii) Carrying out the necessary works.
- 1.2 In exercising the rights under this clause 1, the owner of the lot benefitted must:
- (a) Ensure that all work on the lot benefitted or overhanging structures is done properly and carried out as quickly as practicable;
  - (b) Cause as little inconvenience to the owner and any occupier of the lot burdened;
  - (c) Cause as little damage as is practicable to the lot burdened and any improvement on it;
  - (d) Restore the lot burdened as nearly as is practicable to its former condition; and
  - (e) Make good any collateral damage.

LIVERPOOL CITY COUNCIL

Authorised Officer

Lengths are in metres

(Sheet 2 of 4 sheets)

Plan: **DP1274624**

Plan of Subdivision of Lot 245 in DP1274621 covered by  
Subdivision Certificate No. ~~SC-104/2023~~ dated ~~26-07-2023~~

- 1.3 The owner of the lot benefitted indemnifies the owner of the lot burdened against any damage, injury, costs, expenses, liability, claim, suits or other actions arising from the exercise of the rights under this easement.
- 1.4 The owner of the lot burdened must not place any obstructions within the easement site or erect any building or other structure of any kind on or over the easement site except for any dwelling or garage or wall and/or slab, eave and/or gutter, meter boxes and/or roof structure attached to any dwelling or garage that has been granted development approval by Liverpool City Council, and
- 1.5 The owner of the lot burdened and the owner of the lot benefitted acknowledge that it is not the responsibility of Liverpool City Council to determine any dispute in relation to the Easement for Access, Maintenance and Overhang and any dispute is a civil matter to be resolved with the relevant parties.

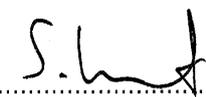
Name of Authority whose consent is required to release, vary or modify the terms of Easement numbered 1 in the plan is **Liverpool City Council**.

## 2. Terms of Restriction on the Use of Land numbered 2 in the plan

No building shall be erected on the lot(s) hereby burdened unless in accordance with the controls set out in the Building Envelope Plan approved by Notice of Determination No. DA490/2021 issued by Liverpool City Council on 6 May 2022, or any subsequent modification of DA490/2021 approved by Liverpool City Council.

Name of Authority having the power to release vary or modify the terms of Restriction numbered 2 in the plan is **Liverpool City Council**.

LIVERPOOL CITY COUNCIL



.....  
Authorised Officer

Lengths are in metres

(Sheet 3 of 4 sheets)

Plan: **DP1274624**

Plan of Subdivision of Lot 245 in DP1274621 covered by  
Subdivision Certificate No. ~~SC-109/2023~~ dated ~~26-09-2023~~

Executed by **Eighth Ave 60 Pty Limited**  
ACN 644 104 718 by its attorney  
Robert Peter Sandell pursuant to Power of  
Attorney Registered Book 4785 No 283  
dated 30 March 2021.

*RS*

Signature of authorised person:

*[Handwritten Signature]*

Signature of Witness

*CHRIS McCLELLAND*

*95 PITT ST, SYDNEY NSW 2000*

Name and address of Witness

Consent of Mortgagee

SIGNED SEALED AND DELIVERED for and  
on behalf of NATIONAL AUSTRALIA BANK  
LIMITED ABN 12 004 044 937 by its Attorney  
who holds the position of Level 2 Attorney  
under Power of Attorney Registered No 39  
Book 4512 in the presence of:

*N. Gerlach*

WITNESS

*Niels Gerlach*  
*2 Corrington St,*  
*Sydney, 2000*

*[Handwritten Signature]*

ATTORNEY

*ANNABEL FEETHAM*  
*ASSOCIATE DIRECTOR*

Lengths are in metres

(Sheet 4 of 4 sheets)

Plan: **DP1274624**

Plan of Subdivision of Lot 245 in DP1274621 covered by  
Subdivision Certificate No. 52-104/2023 dated 26-09-2023

EXECUTED BY

**Liverpool City Council** by its authorised delegate pursuant to section 377 of the Local Government Act  
1993 (NSW)

*S. Monte*

Signature of Delegate

**STEPHEN MONTE**

Name of Delegate

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

*Shamad Al-Ghurani*

Signature of Witness

**SHAMAD AL-GHURANI**

Name of Witness

**33 MOORE ST, LIVERPOOL**

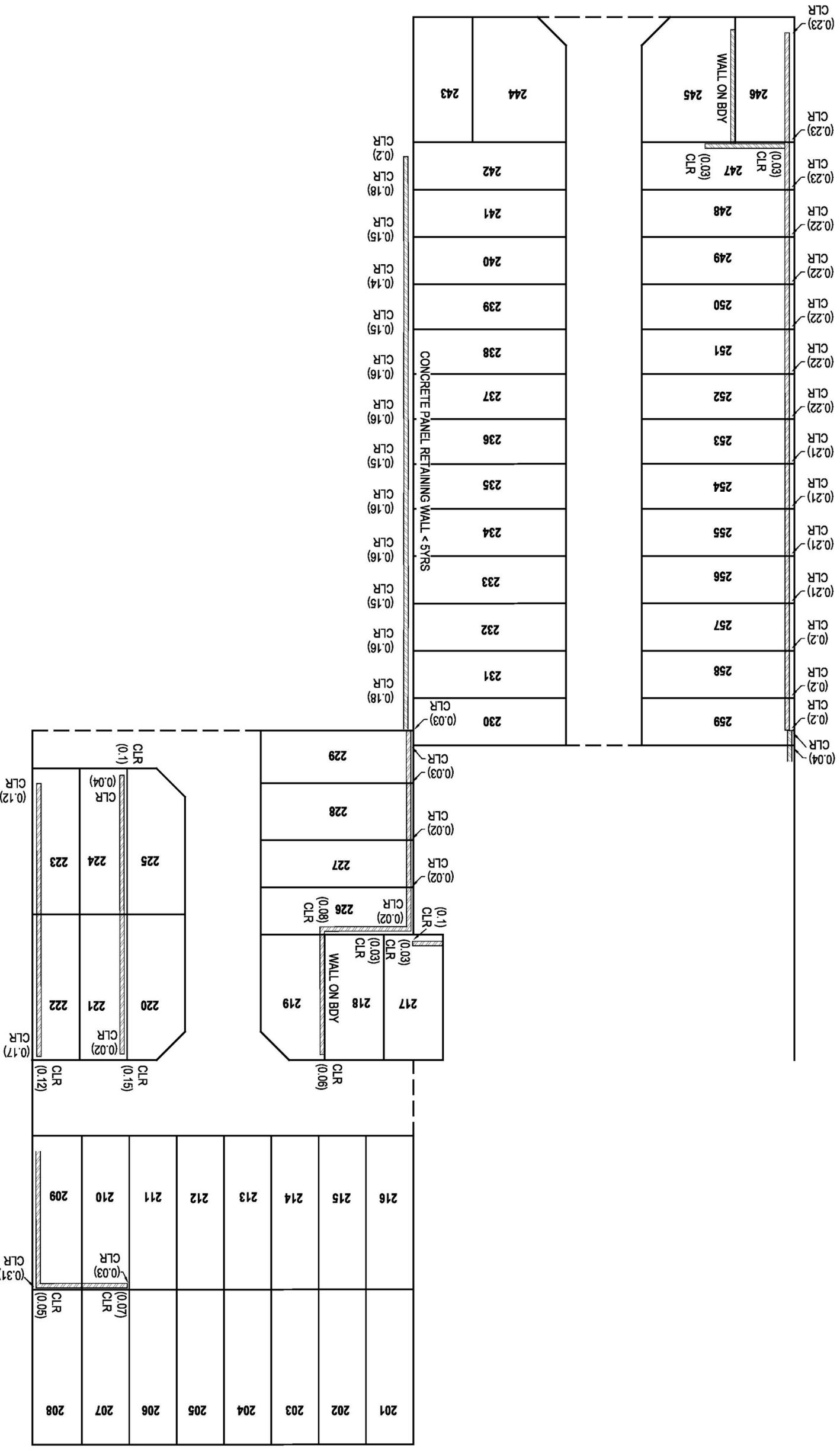
Address of Witness

REGISTERED:



03/10/2023





ALL RETAINING WALLS SHOWN ARE NEW CONCRETE PANEL WALLS UNLESS STATED OTHERWISE

Surveyor: <b>SCOTT MACKEDIE</b> Date: 16/08/2023 Surveyor's Ref: 82622	<b>PLAN OF SUBDIVISION OF LOTS 3 &amp; 4 IN DP1280069 AND LOTS 157 &amp; 158 IN DP1274620</b>	L.G.A.: LIVERPOOL Locality: AUSTRAL Reduction Ratio: 1:600 Lengths are in metres.	REGISTERED  29/09/2023	<b>DP1274621</b>
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PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  29/09/2023</p> <p>Title System: TORRENS</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1274621</h1>
<p><b>PLAN OF SUBDIVISION OF LOTS 3 &amp; 4 IN DP1280059 AND LOTS 157 &amp; 158 IN DP1274620</b></p>	<p>LGA: LIVERPOOL                  Locality: AUSTRAL                  Parish: CABRAMATTA                  County: CUMBERLAND</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, SCOTT MACKEDIE                  of SDG PTY LTD                  P.O. Box 2572, NORTH PARRAMATTA 1750</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 16/08/2023</p> <p>*(b) <del>The part of the land shown in the plan (*being/*excluding **</del>.....                  .....                  was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'A' - 'B'                  Type: *Urban/*Rural                  The terrain is *Level-Undulating / *Steep-Mountainous</p> <p>Signature: <i>S. Machedie</i> Dated: 17/08/2023</p> <p>Surveyor Identification No: SU009201                  Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.                  **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....                  Date: .....                  File Number: .....                  Office: .....</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, <i>STEPHEN MONTE</i>.....                  *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out hereat.</p> <p>Signature: <i>S. Monte</i>.....                  Registration number: .....                  Consent Authority: <i>LIVERPOOL CITY COUNCIL</i>.....                  Date of endorsement: <i>26-09-2023</i>.....                  Subdivision Certificate number: <i>SC-109/2023</i>.....                  File number: <i>DA-490/2021</i>.....</p> <p>*Strike through if inapplicable.</p>
<p>Plans used in the preparation of survey/compilation.</p> <p>DP1274620                  DP1280059</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE THE LAND SHOWN AS OATS STREET, SAVOY STREET, PEACH STREET AND GANUGAN ROAD TO THE PUBLIC AS PUBLIC ROAD</p>
<p>Surveyor's Reference: 8262-2</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:



29/09/2023

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOTS 3 & 4 IN  
DP1280059 AND LOTS 157 & 158 IN  
DP1274620

DP1274621

Subdivision Certificate number: SC-109/2023  
Date of Endorsement: 26-09-2023

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO CREATE:

1. EASEMENT FOR DRAINAGE OF WATER 2 WIDE (A)
2. EASEMENT FOR ACCESS MAINTENANCE AND OVERHANG 0.9 WIDE (B)
3. RESTRICTION ON THE USE OF LAND
4. POSITIVE COVENANT

SCHEDULE OF STREET ADDRESSES

Lot	Street Number	Street Name	Street Type	Locality
STREET ADDRESSES UNAVAILABLE				

If space is insufficient use additional annexure sheet

Surveyor's Reference: 8262-2

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:



29/09/2023

PLAN OF SUBDIVISION OF LOTS 3 & 4 IN  
DP1280059 AND LOTS 157 & 158 IN  
DP1274620

DP1274621

Subdivision Certificate number: SC-109-2023  
Date of Endorsement: 26-09-2023

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

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

Executed by Eighth Ave 60 Pty Limited  
ACN 644 104 718 by its attorney  
Robert Peter Sandell pursuant to Power of  
Attorney Registered Book 4785 No 283  
dated 30 March 2021.

Signature of authorised person:

Signature of Witness

CHRIS MCCLELLAND

95 PITT ST, SYDNEY NSW 2000

Name and address of Witness

Consent of Mortgagee - AR819057 & AR818972

SIGNED SEALED AND DELIVERED for and  
on behalf of NATIONAL AUSTRALIA BANK  
LIMITED ABN 12 004 044 937 by its Attorney  
who holds the position of Level 2 Attorney  
under Power of Attorney Registered No 39  
Book 4512 in the presence of:

WITNESS

Niels Gerlach  
2 Carrington St,  
Sydney, 2000

ATTORNEY

ANNABEL FEETHAM  
ASSOCIATE DIRECTOR

If space is insufficient use additional annexure sheet

Surveyor's Reference: 8262-2

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

Lengths are in metres

(Sheet 1 of 6 sheets)

Plan: **DP1274621**

Plan of Subdivision of Lots 3 & 4 in DP1280059 and Lots 157 & 158 in DP1274620 covered by Subdivision Certificate No. ~~4-109-2023~~ dated ~~26-09-2023~~

Full name and address of the owner of the land:

Eighth Ave 60 Pty Ltd  
 Suite 502, Level 5  
 95 Pitt Street  
 Sydney NSW 2000

**PART 1 (CREATION)**

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement for Drainage of Water 2 wide (A)	224 225  228 227 226 217  248 249 250 251 252 253 254 255 256 257 258 259	223 223,224  229 228,229 227-229 inclusive 226-229 inclusive  247 247,248 247-249 inclusive 247-250 inclusive 247-251 inclusive 247-252 inclusive 247-253 inclusive 247-254 inclusive 247-255 inclusive 247-256 inclusive 247-257 inclusive 247-258 inclusive
2	Easement for Access Maintenance and Overhang 0.9 wide (B)	234 235 236 237 238  251 252 253 254 255	235 236 237 238 239  250 251 252 253 254

Lengths are in metres

(Sheet 2 of 6 sheets)

Plan: **DP1274621**

Plan of Subdivision of Lots 3 & 4 in DP1280059 and Lots  
157 & 158 in DP1274620 covered by Subdivision  
Certificate No. ~~SC-109/2023~~ dated ~~26-09-2023~~

3	Restriction on the Use of Land	201-259 inclusive	Every Other Lot 201-259 inclusive
4	Positive Covenant	201-259 inclusive	Liverpool City Council

## PART 2 (TERMS)

### 1. Terms of Easement for Drainage of Water numbered 1 in the plan

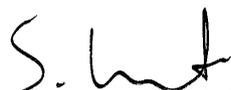
The terms of Easement for drainage of water set out in Part 8 of Schedule 8 of the Conveyancing Act 1919 as amended.

Name of Authority whose consent is required to release, vary or modify the terms of Easement numbered 1 in the plan is **Liverpool City Council**.

### 2. Terms of Easement for Access Maintenance and Overhang numbered 2 in the plan

- 1.1 The owner of the lot benefitted may:
- (a) With prior reasonable notice given to the owner or occupier of a lot burdened, use the easement site (including any roof structure of the lot burdened) for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
    - (i) The lot benefitted or overhanging structures within the easement site;
    - (ii) Any structure constructed or to be constructed by the owner of the lot benefitted, which cannot otherwise reasonably be carried out;
  - (b) Do anything reasonably necessary for that purpose including:
    - (i) Entering into the lot burdened;
    - (ii) Taking anything onto the lot burdened; and
    - (iii) Carrying out the necessary works.
- 1.2 In exercising the rights under this clause 1, the owner of the lot benefitted must:
- (a) Ensure that all work on the lot benefitted or overhanging structures is done properly and carried out as quickly as practicable;
  - (b) Cause as little inconvenience to the owner and any occupier of the lot burdened;
  - (c) Cause as little damage as is practicable to the lot burdened and any improvement on it;
  - (d) Restore the lot burdened as nearly as is practicable to its former condition; and
  - (e) Make good any collateral damage.
- 1.3 The owner of the lot benefitted indemnifies the owner of the lot burdened against any damage, injury, costs, expenses, liability, claim, suits or other actions arising from the exercise of the rights under this easement.

LIVERPOOL CITY COUNCIL

  
.....  
Authorised Officer

Lengths are in metres

(Sheet 3 of 6 sheets)

Plan: **DP1274621**

Plan of Subdivision of Lots 3 & 4 in DP1280059 and Lots  
157 & 158 in DP1274620 covered by Subdivision  
Certificate No. SC-109/2023 dated 26-09-2023

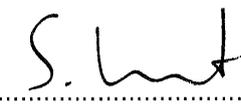
- 1.4 The owner of the lot burdened must not place any obstructions within the easement site or erect any building or other structure of any kind on or over the easement site except for any dwelling or garage or wall and/or slab, eave and/or gutter, meter boxes and/or roof structure attached to any dwelling or garage that has been granted development approval by Liverpool City Council, and
- 1.5 The owner of the lot burdened and the owner of the lot benefitted acknowledge that it is not the responsibility of Liverpool City Council to determine any dispute in relation to the Easement for Access, Maintenance and Overhang and any dispute is a civil matter to be resolved with the relevant parties.

Name of Authority whose consent is required to release, vary or modify the terms of Easement numbered 2 in the plan is **Liverpool City Council**.

### 3. Terms of Restriction on the Use of Land numbered 3 in the plan

- 1.0 No garage outbuildings or other structures shall be erected or be permitted to remain on any lot burdened unless erected concurrently with or subsequently to the erection of a residential building.
- 2.0 No existing dwelling house or building or part thereof shall be partly or wholly moved to or placed and re-erected upon or re-constructed on or be permitted to remain on any lot burdened.
- 3.0 No building or any part thereof shall be erected or be permitted to remain on any lot burdened unless constructed entirely of new materials.
- 4.0 No building or buildings shall be erected or be permitted to remain erected on any lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or hardiplank or similar product. No building or buildings shall be erected or permitted to remain erected on any lot burdened having a roof other than clay tiles, cement tiles, slate or non reflective surface corrugated iron. All roofing materials shall be black or shades of grey only.
- 5.0 No vehicle of any make or kind having a tare weight exceeding 5 tonnes shall be garaged, housed, parked, serviced or mechanical repairs carried out thereon or allowed to remain on any lot burdened except where such vehicles are being used for the delivery of goods or purposes of construction of any improvement on any lot burdened.
- 6.0 No fence shall be erected or permitted to remain on any lot hereby burdened unless the fencing is of a timber lapped and/or lapped and capped construction or colorbond construction provided such colorbond fence is of either surf mist, shale grey, dune, basalt or woodland grey colour only. No colorbond fence shall be erected on any street frontage or within the front building setback line.

LIVERPOOL CITY COUNCIL



Authorised Officer

Lengths are in metres

(Sheet 4 of 6 sheets)

Plan: **DP1274621**

Plan of Subdivision of Lots 3 & 4 in DP1280059 and Lots  
157 & 158 in DP1274620 covered by Subdivision  
Certificate No. SC-109/2023 dated 16-09-2023

- 7.0 No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the abovenamed proprietors without the consent of the abovenamed proprietors but such consent shall not be withheld if such fence is erected without expense to the abovenamed proprietors provided that such restriction shall remain in force only during such time as the abovenamed proprietors are the Registered Proprietors of any land in this plan and shall bind the adjoining owner of such land successive owners and assigns of each lot burdened.
- 8.0 No advertising hoarding signs or matter shall be displayed or erected on any lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Eighth Ave 60 Pty Ltd or its successors in title or assigns.
- 9.0 No driveway shall be constructed on any lot burdened unless its surface is comprised of faux or stamped or coloured concrete or pavers or as approved by Eighth Ave 60 Pty Ltd or its assigns AND unless the driveway construction is undertaken prior to practical completion of the main building.
- 10.0 No dwelling shall be erected or permitted to remain on any lot burdened unless the area between the building line and the front boundary of the lot burdened is turfed.

The person having the power to release vary or modify the terms of Restriction numbered 3 in the plan is **Eighth Ave 60 Pty Ltd of Suite 502, 95 Pitt Street, Sydney NSW 2000** for such period as they are the registered proprietor of any lot in this plan of subdivision or any lot in a plan of re-subdivision of any part of this plan and thereafter the person or persons shall be **the registered proprietors of the lots having the benefit**. All costs associated with any such release, variation or modification shall be borne by the applicant.

#### **4. Terms of Positive Covenant numbered 4 in the plan**

The lot(s) hereby burdened must be maintained as an Asset Protection Zone (Inner Protection Area IPA) in accordance with section A4.1.1 of 'Planning for Bushfire Protection 2019' and the NSW Rural Fire Service's document 'Standards for Asset Protection Zones'.

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 4 in the plan is **Liverpool City Council**.

LIVERPOOL CITY COUNCIL

  
.....  
Authorised Officer

Lengths are in metres

(Sheet 5 of 6 sheets)

Plan: **DP1274621**

Plan of Subdivision of Lots 1 & 2 in DP1280059  
covered by Subdivision Certificate No. SC-109/2023  
dated 26-09-2023

Executed by **Eighth Ave 60 Pty Limited**  
ACN 644 104 718 by its attorney  
Robert Peter Sandell pursuant to Power of  
Attorney Registered Book 4785 No 283  
dated 30 March 2021.



Signature of authorised person:



Signature of Witness

CHRIS MCCLELLAND

95 PITT ST, SYDNEY NSW 2000

Name and address of Witness

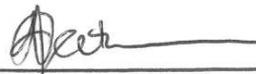
Consent of Mortgagee - AR819057 & AR818972

SIGNED SEALED AND DELIVERED for and  
on behalf of NATIONAL AUSTRALIA BANK  
LIMITED ABN 12 004 044 937 by its Attorney  
who holds the position of Level 2 Attorney  
under Power of Attorney Registered No 39  
Book 4512 in the presence of:



WITNESS

Vicky Gerlach  
2 Carrington St,  
Sydney, 2000



ATTORNEY

ANNABEL FEETHAM  
ASSOCIATE DIRECTOR

Lengths are in metres

(Sheet 6 of 6 sheets)

Plan: **DP1274621**

Plan of Subdivision of Lots 3 & 4 in DP1280059 and Lots  
157 & 158 in DP1274620 covered by Subdivision  
Certificate No. 8-109/2023 dated 16-09-2023

EXECUTED BY

**Liverpool City Council** by its authorised delegate pursuant to section 377 of the Local Government Act  
1993 (NSW)



Signature of Delegate

**STEPHEN MONTE**

Name of Delegate

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



Signature of Witness

**SHAHAD AL-GHURANI**

Name of Witness

**C/O-33 MOORE ST LIVERPOOL**

Address of Witness

REGISTERED:



29/09/2023

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

**Ref.:** 25056:173395  
**Ppty:** 205297

**Cert. No.:** 5733

**Applicant:**  
GCS LEGAL  
A4/6 ALEXANDER ST  
AUBURN NSW 2144

**Receipt No.:** 6276505  
**Receipt Amt.:** 69.00  
**Date:** 25-Mar-2025

The information in this certificate is provided pursuant to Section 10.7(2)&(5) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2021. The information has been extracted from Council's records, as they existed at the date listed on the certificate. Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

The information in this certificate is applicable to the land described below.

**Legal Description:** CNR LOT 2452 DP 1274624

**Street Address:** 57A SEVENTH AVENUE, AUSTRAL NSW 2179

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

*Note: Commonly Used Abbreviations:*

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



## 1. Names of relevant planning instruments and DCPs

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

LEPs:

**Not Applicable**

SEPPs\*:

**State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development**  
**State Environmental Planning Policy (Exempt and Complying Development Codes) 2008**  
**State Environmental Planning Policy (Biodiversity and Conservation) 2021**  
**State Environmental Planning Policy (Housing) 2021**  
**State Environmental Planning Policy (Industry and Employment) 2021**  
**State Environmental Planning Policy (Planning Systems) 2021**  
**State Environmental Planning Policy (Precincts - Western Parkland City) 2021**  
**State Environmental Planning Policy (Primary Production) 2021**  
**State Environmental Planning Policy (Resilience and Hazards) 2021**  
**State Environmental Planning Policy (Resources and Energy) 2021**  
**State Environmental Planning Policy (Transport and Infrastructure) 2021**  
**State Environmental Planning Policy (Sustainable Buildings) 2022**

DCPs:

**Liverpool Growth Centre Precincts DCP**

(2) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation or public exhibition under the Act).

Draft LEPs:

**N/A**

Draft SEPPs\*:

**N/A**

Draft DCPs:

**N/A**

## 2. Zoning and land use under relevant LEPs and /or SEPPs

This section contains information required under subclauses 2 of Schedule 2 of the EP&A Regulation 2021. Subclause 2 of the regulation requires Council to provide information with respect to zoning and land-use in areas zoned by, or proposed to be zoned by, an environmental planning instrument or draft environmental planning instrument.

Employment zones reform commenced on 26 April 2023 which replaced previous Business zones (B) and Industrial zones (IN) with Employment zones (E) and updated the land use tables. Standard Instrument (Local Environmental Plans) Amendment (Land Use Zones) Order 2022, contains a 2-year savings provision as follows:

*Development that is permitted with development consent on land in a former Business (B) or Industrial (IN) zone under a local environmental plan, as in force immediately before 26 April 2023, continues to be permitted with development consent on the land until 26 April 2025.*

The land use and zoning information under any EPI applying to the land is given below.

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

**R2 Low Density Residential - SEPP (Precincts - Western Parkland City) 2021 - Sydney Region Growth Centres**

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

**Home-based child care; Home occupations**

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

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

(b)(iii) The purposes for which the instrument provides that development is prohibited within the zone

**Any development not specified in item (b)(i) or (b)(ii)**

(c) Additional permitted uses apply to the land:

**Nil**

(d) If a dwelling house is a permitted use, are there any principal development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house?

**No**

(e) Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

**No**

(f) Is the land in a conservation area (however described):

**No**

(g) Is there an item of environmental heritage (however described) situated on the land:

**No**

### 3. Contribution Plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:

**Liverpool City Council Section 7.11 - Austral and Leppington North Contributions Plan 2021**

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4, the name of the region and the Ministerial planning order in which the region is identified:

**Not Applicable**

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area:

**Western Sydney Growth Areas—Special Contributions Area**

(4) In this section—

continued 7.23 determination means a 7.23 determination that—

(a) has been continued in force by the Act, Schedule 4, Part 1, and

(b) has not been repealed as provided by that part.

Note— The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

#### 4. Complying development

The information below outlines whether complying development is permitted on the land as per the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 SEPP of the (Exempt and Complying Development Codes) 2008 only. The table does not specify whether any code applies to the land; applicants should read the full extent of the code with their building certifier, solicitor, or other professional to determine whether any code applies to the land.

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

<b>Code</b>	<b>Extent of the land for which development is permitted:</b>	<b>The reason(s) as to why development is prohibited:</b>
Housing Code, Rural Housing Code, Greenfield Housing Code, Low Rise Housing Diversity Code (for purposes other than dual occupancies), Inland Code	<b>All</b>	
Industrial and Business Buildings Code	<b>All</b>	
General Development Code, Container Recycling Facilities Code, Fire Safety Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, and Demolition Code	<b>All</b>	
Low Rise Housing Diversity Code (for purposes of dual occupancies)	<b>All</b>	

Note: Despite information in the table above, complying development codes do not apply or are modified in areas subject to land-use zoning under State Environmental Planning Policy

(Precincts—Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis.

Note: If council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement below will describe that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Nil

## 5. Exempt development

The information below outlines whether exempt development is permitted on the land as per the provisions of clauses 1.16(1)(b1)–(d) or 1.16A SEPP of the (Exempt and Complying Development Codes) 2008 only. The table does not specify whether any code applies to the land; applicants should read the full extent of the code with their building certifier, solicitor, or other professional to determine whether any code applies to the land.

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

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
General Exempt Development Code, Advertising and Signage Exempt Development Code, Temporary Uses and Structures Exempt Development Code	All	

Note: Despite information in the table above, certain Exempt Codes do not apply or are modified in areas subject to land-use zoning under the SEPP (Precincts - Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis.

Note: If council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement below will describe that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

Nil

## **6. Affected building notices and building product rectification orders\***

Is there any affected building notice (as in Part 4 of the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land?

No

Is there any building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

Is there any notice of intention to make a building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware has been given in respect of the land and is outstanding?

No

## **7. Land reserved for acquisition**

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

No

## **8. Road widening and road realignment**

Is the land is affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993?\*

No

(b) An EPI?

No

(c) A resolution of the council?

No

## **9. Flood related development controls**

(1) Is the land, or part of the land, within the flood planning area and subject to flood-related development controls?

**No, the land is outside of flood planning area and NOT subject to flood related development controls for industrial/commercial and residential premises.**

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

(2) Is the land, or part of the land, between the flood planning area and the probable maximum flood (outside the flood planning area, but within the extent of the probable maximum flood), and subject to flood related development controls?

**No, the land is outside the extent of the probable maximum flood and NOT subject to flood related development controls only if the land is also outside of flood planning area.**

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

*Note:*

***Flooding certificate will be provided as an annexure to Section 10.7(5) certificate only if the land, or part of the land, is within the flood planning area.***

*Flood planning area has the same meaning as in the Floodplain Development Manual. It is generally the 1% annual exceedance probability plus a 0.5m freeboard or as outlined in relevant DCP.*

*Floodplain Development Manual means the Floodplain Development Manual (ISBN 978-1-923076-17-4) published by the NSW Government in June 2023.*

*Probable maximum flood has the same meaning as in the Floodplain Development Manual.*

## **10. Council and other public authority policies on hazard risk restrictions**

The following table lists hazard/risk policies that have been adopted by Council (or prepared by another public authority and subsequently adopted by Council). The right-most column indicates whether the land is subject to any controls from those policies, but it does not confirm if that hazard/risk is present on the land.

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
<b>Bushfire hazard</b>	Liverpool DCP 2008	<b>No</b>

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
	Liverpool Growth Centre Precincts DCP*	<b>No</b>
	Edmondson Park South DCP 2012	<b>No</b>
	Western Sydney Aerotropolis DCP 2022	<b>No</b>
	Planning for Bushfire Protection (Rural Fire Services, 2019)*	<b>No</b>
	Pleasure Point Bushfire Management Plan	<b>No</b>
<b>Tidal inundation</b>	Nil	<b>No</b>
<b>Subsidence</b>	Nil	<b>No</b>
<b>Acid Sulphate Soils</b>	Liverpool LEP 2008	<b>No</b>
	Liverpool DCP 2008	<b>No</b>
<b>Potentially Contaminated Land</b>	Liverpool DCP 2008	<b>No</b>
	Liverpool Growth Centre Precincts DCP*	<b>Yes</b> , see Figure 2-9 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
<b>Potentially Saline Soils</b>	Liverpool DCP 2008	<b>No</b>
	Liverpool Growth Centre Precincts DCP*	<b>Yes</b> , see Figure 2-5 of Schedule 1 of the Liverpool Growth Centres Precinct DCP

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
	Western Sydney Aerotropolis DCP 2022	<b>No</b>

Note: Land for which a policy applies does not confirm that the land is affected by that hazard/risk. For example, all land for which the Liverpool DCP applies is subject to controls relating to contaminated land, as this policy contains triggers and procedures for identifying potential contamination. Applicants are encouraged to review the relevant policy, and other sections of this certificate, to determine what effect, if any, the policy may have on the land. Any information regarding contamination as Council is aware of, if any, can be found in Clause 24 of the Section 10.7(2) certificate and Clause 4 of the Section 10.7(5) certificate.

### 11. Bushfire prone land

Is the land or part of the land, bushfire prone land as defined by the EP&A Act 1979?

**No**

### 12. Loose-fill asbestos insulation \*

Is a dwelling on the land listed on the register (maintained by the NSW Department of Fair Trading) as containing loose-fill asbestos insulation?

**No**

Note: despite any listing on the register, any buildings constructed before 1980 may contain loose-fill asbestos insulation or other asbestos products.

### 13. Mine subsidence\*

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

**No**

### 14. Paper subdivision information\*

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land? If so the date of the subdivision order that applies to the land.

**No**

### **15. Property vegetation plans\***

Is Council aware of the land being subject to a Property Vegetation Plan under the Native Vegetation Act 2003?

**No, Liverpool is excluded from the operation of the Native Vegetation Act 2003**

### **16. Biodiversity stewardship sites\***

Is the land subject to a Biodiversity stewardship site under Part 5 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

**No**

### **17. Biodiversity certified land\***

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

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

For information about what biodiversity certification means if your property is “Yes, certified” or “Yes, non-certified”, please visit: <https://www.environment.nsw.gov.au/topics/animals-and-plants/biodiversity/biodiversity-certification>

### **18. Orders under Trees (Disputes between Neighbours) Act 2006\***

Does an order, made under the Trees (Disputes Between Neighbours) Act 2006 in relation to carrying out of work in relation to a tree on the land, apply?

**No, Council has not been notified of an order**

### **19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works\***

Has the owner (or any previous owner) of the land consented, in writing, that the land is subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

**No**

### **20. Western Sydney Aerotropolis**



As per the SEPP (Precincts - Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis, is the land:

(a) Subject to an ANEF or ANEC contour of 20 or greater?

**No**

(b1) Affected by the 6km Lighting Intensity Area, or Light Control Zone?

**No**

(b2) Affected by the Windshear Assessment Trigger Area?

**No**

(c) Affected by the Obstacle Limitation Surface Area?

**Yes, refer to Chapter 4 Part 4.3 Section 4.22 of State Environmental Planning Policy (Precincts—Western Parkland City) 2021 for development control details.**

(d) Affected by the Public Safety Area on the Public Safety Area Map?

**No**

(e1) Within the 3km zone of the Wildlife Buffer Zone Map?

**No**

(e2) Within the 13km zone of the Wildlife Buffer Zone Map?

**Yes, refer to Chapter 4 Part 4.3 Section 4.19 of State Environmental Planning Policy (Precincts—Western Parkland City) 2021 for development control details.**

Note: the table above only specifies whether the land is impacted by planning controls related to the Western Sydney Airport. Planning controls also relate to the Bankstown Airport, and are not reflected in this table.

## **21. Development consent conditions for seniors housing\***

Are there any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in section 88(2) of State Environmental Planning Policy (Housing) 2021?

**No**

## **22. Site compatibility certificates and conditions for affordable rental housing\***

(1) Is there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in respect of proposed development on the land?

**No**

(2) Are there any conditions of a development consent in relation to the land that are of a kind referred to in section 21(1) or 40(1) of State Environmental Planning Policy (Housing) 2021?

**No**

(3) Are there any conditions of a development consent in relation to the land that are of a kind referred to in section 17 (1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009?

**No**

*Note: former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.*

### **23. Water or sewerage services provided under the Water Industry Competition Act 2006\***

Some land may have services provided by private entities under the Water Industry Competition Act 2006 (WIC Act 2006); any outstanding fees or charges owed to these service providers becomes the responsibility of the new owner(s) of the land.

The Independent Pricing and Regulatory Tribunal (IPART) provides information about the areas serviced, or to be serviced, via a register on their website. A statement below indicates whether the land is, or is to be, subject to an alternative servicing arrangement under the WIC Act 2006 as per that register:

**No, this land is not subject to an alternative servicing arrangement under the WIC Act 2006**

*Note: This section does not contain information relating to whether the land is, or is not, connected to Sydney Water's network for the supply of either drinking water or sewage disposal services. For further information about whether your land is connected to Sydney Water's network, we recommend that you contact Sydney Water.*

### **24. Contaminated land**

Is the land:

(a) Significantly contaminated land within the meaning of that Act?

**No**

(b) Subject to a management order within the meaning of that Act?

**No**

(c) Subject of an approved voluntary management proposal within the meaning of that Act?

**No**

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

**No**

(e) Subject of a site audit statement within the meaning of that Act? \*

**No**

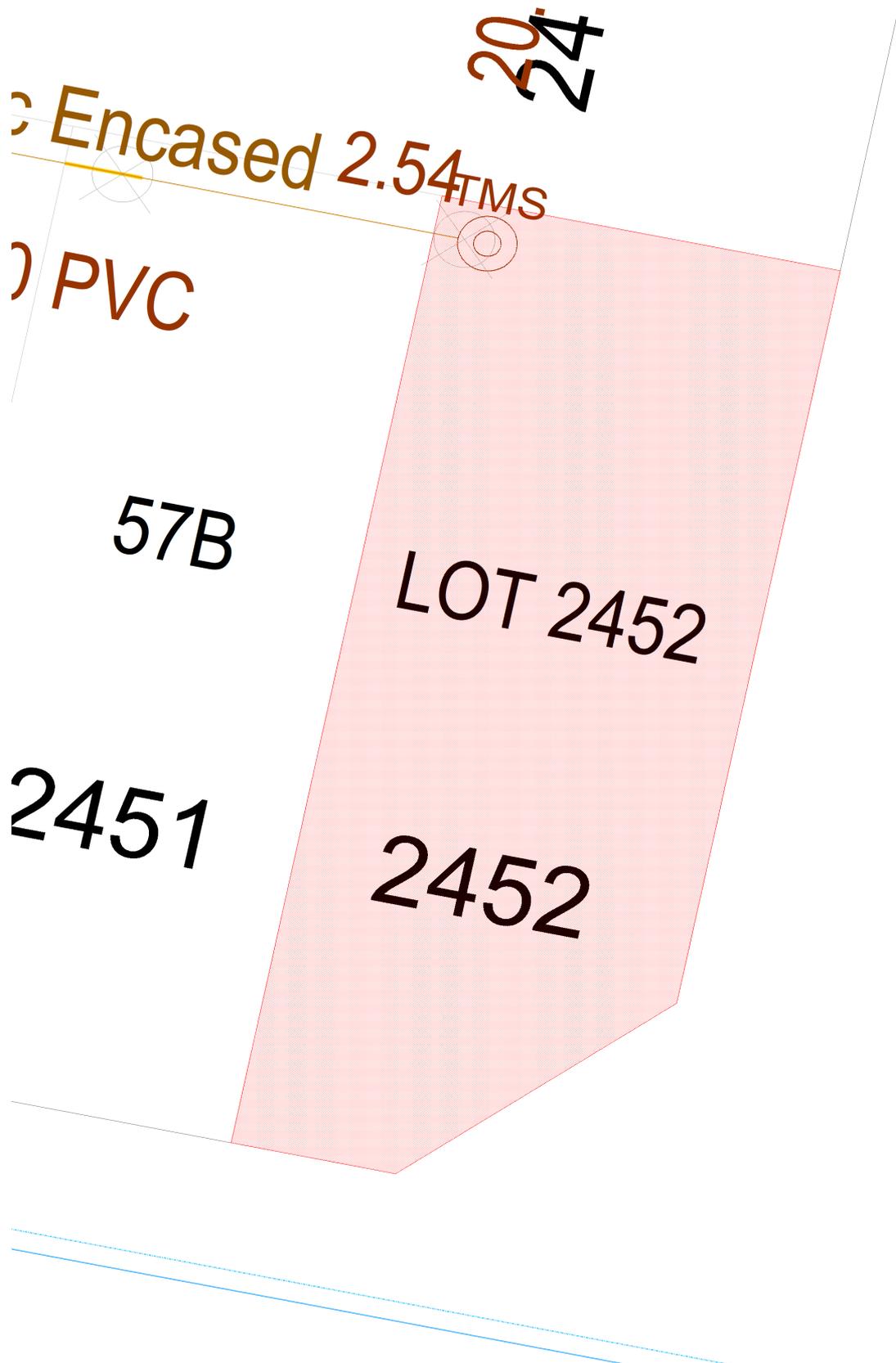
Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997. This section only checks items under section 59(2)(a)–(e) of the Act and may not include all available contamination information for the site. A section 10.7(5) certificate may provide further information.



Jason Bredon  
Acting Chief Executive Officer  
Liverpool City Council

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

Service Location Print  
Application Number: 8004179919



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**Disclaimer**

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

# Asset Information

## Legend

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

### Disclaimer

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## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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

25 March 2025

**Infotrack Pty Limited**

**Reference number: 8004179922**

**Property address: Lot 2452 Ganugan Rd Austral NSW 2179**

## **Sewer service diagram is not available**

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

**The Sydney Water team**

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

---

### Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

### Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
  - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in Section 6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
  - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act*, (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
    - (i) whether there are any existing breaches by any party to it;
    - (ii) whether there are any matters in dispute; and
    - (iii) whether the licensor holds any deposit, bond or guarantee.
  - (b) In relation to such licence:
    - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
    - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the Property?
  - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding? If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

**Capacity**

25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

**Requisitions and transfer**

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

**Off the plan contract**

33. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
  - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
  - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.

1. The vendor relies on the Contract;
2. Not that the vendor is aware;
3.
  - (a) Vendor relies on contract;
  - (b) Vendor relies on contract;
  - (c) There are no breaches;
  - (d) Vendor relies on contract;
  - (e) This will be advised
  - (f) noted
4. No;
5.
  - (a) Noted;
  - (b) Not as far as vendor is aware;
6. Noted;
7. Noted;
8. Not as far as the vendor is aware;
9. Through the vendor's mortgagee's office or on settlement;
10. No;
11. The usual adjustments will be made in accordance with the Contract;
12. Not that the vendor is aware but the purchaser should rely on own enquiries;
  - (a) Not applicable;
  - (b) Not applicable
13. Noted;
14. Noted, to the extent of the vendor's obligation under the Contract;
15. No;
16.
  - (a) As far as the vendor is aware but the purchaser should rely on own enquiries;
  - (b) Not as far as the vendor is aware but the purchaser should rely on own enquiries;
  - (c) No;
  - (d) No;
  - (e) (e)(i)-(iv) The vendor has not carried out any such work. Not applicable;
17.
  - (a) As to the vendor – no, but the vendor cannot speak for any predecessor in title;
  - (b) As to the vendor – no, but the vendor cannot speak for any predecessor in title;
18. (a)-(f) Not applicable;
19.
  - (a) Not applicable;
  - (b) Not applicable;

- (c) Not applicable;
  - (d) No;
  - (e) No;
- 20.
- (a)
    - (i) Not applicable;
    - (ii) Not applicable;
    - (iii) Not applicable;
  - (b);
    - (i) Not applicable;
    - (ii) Not applicable;
- 21.
- (a) Vendor relies on contract;
  - (b) Vendor relies on contract;
  - (c) Vendor relies on contract;
- 22.
- (a) No;
  - (b) No;
  - (c) No;
  - (d) No;
  - (e) No;
  - (f) No;
- 23.
- (a) Vendor relies on contract;
  - (b) Vendor relies on contract;
  - (c) Vendor relies on contract;
24. No;
25. Not applicable;
26. Noted;
27. Not applicable;
28. Noted;
29. Noted;
30. Noted, subject to the Contract;
31. This alleged right is not admitted;
32. Not agreed;
33. Not applicable.