

# Contract for the sale and purchase of land 2022 edition

|                               |   |   |
|-------------------------------|---|---|
| <b>TERM</b><br>vendor's agent | <b>MEANING OF TERM</b><br>Stone Real Estate Drummoyne   Concord<br>53 First Avenue, RODD POINT NSW 2046 | <b>NSW DAN:</b><br><b>phone:</b> 0411 173 929<br><b>email:</b> phillipmassa@stonerealestate.com.au<br><b>ref:</b> Phillip Massa |
|-------------------------------|---|---|

**co-agent**

**vendor** ERICK JOHN AARON MEGUID AND SARINA MEGUID

|                           |   |  |
|---------------------------|---|--|
| <b>vendor's solicitor</b> | Anderson Lawyers<br>63 George Street Burwood NSW 2134 | <b>phone:</b> 02 9715 6400<br><b>email:</b> mail@andersonlawyers.com.au<br><b>ref:</b> 25-2775 |
|---------------------------|---|--|

**date for completion** 42 days after the contract date (clause 15)  
**land (address, plan details and title reference)** 109 CABARITA RD CABARITA NSW 2137  
 LOT 83 DEPOSITED PLAN 5167  
 Folio Identifier 83/5167

**improvements**  VACANT POSSESSION  subject to existing tenancies  
 HOUSE  garage  carport  home unit  carspace  storage space  
 none  other: shed

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

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

**inclusions**  air conditioning  clothes line  fixed floor coverings  range hood  
 blinds  curtains  insect screens  solar panels  
 built-in wardrobes  dishwasher  light fittings  stove  
 ceiling fans  EV charger  pool equipment  TV antenna  
 other: TV mounts/brackets; Leibherr fridge and freezer; 75" wall mounted television; home alarm system; CCTV system; storage shelving, cabinets and work bench in garage

**exclusions**

**purchaser**

**purchaser's solicitor**

**price**

**deposit** \_\_\_\_\_ (10% of the price, unless otherwise stated)

**balance**

**contract date** \_\_\_\_\_ (if not stated, the date this contract was made)

**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

| VENDOR   | PURCHASER  |
|--|--|
| <p><b>Signed by</b></p><br><br><p>_____</p> <p>Vendor</p><br><br><p>_____</p> <p>Vendor</p>  | <p><b>Signed by</b></p><br><br><p>_____</p> <p>Purchaser</p><br><br><p>_____</p> <p>Purchaser</p>  |
| VENDOR (COMPANY)   | PURCHASER (COMPANY)  |
| <p><b>Signed by</b><br/>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p><br><br><p>_____      _____</p> <p>Signature of authorised person      Signature of authorised person</p><br><p>_____      _____</p> <p>Name of authorised person      Name of authorised person</p><br><p>_____      _____</p> <p>Office held      Office held</p> | <p><b>Signed by</b><br/>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p><br><br><p>_____      _____</p> <p>Signature of authorised person      Signature of authorised person</p><br><p>_____      _____</p> <p>Name of authorised person      Name of authorised person</p><br><p>_____      _____</p> <p>Office held      Office held</p> |

**Choices**

- 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 exemption, 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**  NO  yes (if yes, vendor must provide details)  
(GST residential withholding payment)

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) – 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 contact phone number:

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

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

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

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

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

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

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

## List of Documents

| General   | Strata or community title (clause 23 of the contract)   |
|---|---|
| <input checked="" type="checkbox"/> 1 property certificate for the land<br><input checked="" type="checkbox"/> 2 plan of the land<br><input type="checkbox"/> 3 unregistered plan of the land<br><input type="checkbox"/> 4 plan of land to be subdivided<br><input type="checkbox"/> 5 document that is to be lodged with a relevant plan<br><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979<br><input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)<br><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)<br><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)<br><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<br><input type="checkbox"/> 11 <i>planning agreement</i><br><input type="checkbox"/> 12 section 88G certificate (positive covenant)<br><input checked="" type="checkbox"/> 13 survey report<br><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i><br><input checked="" type="checkbox"/> 15 occupation certificate<br><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)<br><input type="checkbox"/> 17 other document relevant to tenancies<br><input type="checkbox"/> 18 licence benefiting the land<br><input type="checkbox"/> 19 old system document<br><input type="checkbox"/> 20 Crown purchase statement of account<br><input type="checkbox"/> 21 building management statement<br><input checked="" type="checkbox"/> 22 form of requisitions<br><input type="checkbox"/> 23 <i>clearance certificate</i><br><input type="checkbox"/> 24 land tax certificate | <input type="checkbox"/> 33 property certificate for strata common property<br><input type="checkbox"/> 34 plan creating strata common property<br><input type="checkbox"/> 35 strata by-laws<br><input type="checkbox"/> 36 strata development contract or statement<br><input type="checkbox"/> 37 strata management statement<br><input type="checkbox"/> 38 strata renewal proposal<br><input type="checkbox"/> 39 strata renewal plan<br><input type="checkbox"/> 40 leasehold strata - lease of lot and common property<br><input type="checkbox"/> 41 property certificate for neighbourhood property<br><input type="checkbox"/> 42 plan creating neighbourhood property<br><input type="checkbox"/> 43 neighbourhood development contract<br><input type="checkbox"/> 44 neighbourhood management statement<br><input type="checkbox"/> 45 property certificate for precinct property<br><input type="checkbox"/> 46 plan creating precinct property<br><input type="checkbox"/> 47 precinct development contract<br><input type="checkbox"/> 48 precinct management statement<br><input type="checkbox"/> 49 property certificate for community property<br><input type="checkbox"/> 50 plan creating community property<br><input type="checkbox"/> 51 community development contract<br><input type="checkbox"/> 52 community management statement<br><input type="checkbox"/> 53 document disclosing a change of by-laws<br><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement<br><input type="checkbox"/> 55 document disclosing a change in boundaries<br><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015<br><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021<br><input type="checkbox"/> 58 disclosure statement - off the plan contract<br><input type="checkbox"/> 59 other document relevant to the off the plan contract<br><b>Other</b><br><input type="checkbox"/> 60 |
| <b>Home Building Act 1989</b><br><input type="checkbox"/> 25 insurance certificate<br><input type="checkbox"/> 26 brochure or warning<br><input type="checkbox"/> 27 evidence of alternative indemnity cover<br><b>Swimming Pools Act 1992</b><br><input type="checkbox"/> 28 certificate of compliance<br><input checked="" type="checkbox"/> 29 evidence of registration<br><input type="checkbox"/> 30 relevant occupation certificate<br><input type="checkbox"/> 31 certificate of non-compliance<br><input type="checkbox"/> 32 detailed reasons of non-compliance  |   |

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

**CERTIFICATE UNDER S.66W CONVEYANCING ACT, 1919.**

I,

certify as follows: -

- (a) I am a solicitor/licenced conveyancer currently admitted to practice in New South Wales.
  
- (b) I have given this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for Sale of property at **109 Cabarita Road CABARITA NSW 2137** being Folio Identifier: **83/5167**

from **Erick John Aaron MEGUID and Sarina MEGUID**  
(Vendor)

to

(Purchaser)

in order that there is no cooling off period in relation to that Contract.

- (c) I do not act for the Vendor and am not employed in the legal practice of a solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee.
  
- (d) I have explained to the Purchaser/Officer of the Purchaser:
  - (i) the effect of the Contract for the purchase of the property;
  - (ii) the nature of this Certificate;
  - (iii) the effect of giving this Certificate to the Vendor, ie, that there is no cooling off period in relation to the Contract.

DATED:

.....

Solicitor/ Licenced Conveyancer

**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><br><b>Australian Taxation Office</b><br><b>Council</b><br><b>County Council</b><br><b>Department of Planning and Environment</b><br><b>Department of Primary Industries</b><br><b>Electricity and gas</b><br><b>Land and Housing Corporation</b><br><b>Local Land Services</b> | <b>NSW Department of Education</b><br><b>NSW Fair Trading</b><br><b>Owner of adjoining land</b><br><b>Privacy</b><br><b>Public Works Advisory</b><br><b>Subsidence Advisory NSW</b><br><b>Telecommunications</b><br><b>Transport for NSW</b><br><b>Water, sewerage or drainage authority</b> |
|---|--|

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

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 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.

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# CONTRACT FOR SALE AND PURCHASE OF LAND 2022 EDITION – SPECIAL CONDITIONS

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## 33. Interpretation

33.1 In this Contract, unless a contrary intention appears:

- (1) a reference to a person includes the person's executors, administrators, successors, substitutes (including persons taking by permitted novation), and permitted transferees and assigns;
- (2) the singular includes the plural and vice versa;
- (3) wording importing gender includes any gender;
- (4) the word 'person' includes a firm, a body corporate, an unincorporated association or an authority;
- (5) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- (6) a reference to anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them;
- (7) a word or phrase which is defined in the Standard Form (Clauses 1 – 32) has the same meaning in these special conditions, unless otherwise defined in these special conditions;
- (8) despite clause 1 of the Standard Form, the terms defined in these special conditions are defined terms whether or not those terms are in italics;
- (9) in the event of any inconsistency between these special conditions and the Standard Form, these special conditions prevail.

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## 34. Amendments to printed provisions

34.1 Clauses 1 to 32 are amended as follows:

- (1) Clause 4.8: by inserting “and the transferee must complete the contract as if it were the purchaser” after the word “transfer in line 2;
- (2) Clause 4.8A: by inserting the following additional clause 4.8A as follows:  

‘4.8A Notwithstanding any other term of this contract, the purchaser cannot nominate an alternative transferee, assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor.’;
- (3) Clause 4.12: by inserting “and the parties must complete at the next available time once the said computer systems have become operative but no later than the next *business day*” after the word “party” in the third line;
- (4) Clause 5.1: insert the words “they are the only form of *requisitions* the purchaser may make” after the word “contract”;
- (5) Clause: 5.2: is deleted;

- (6) Clause 7.1: by inserting "and need not establish reasonable grounds for so doing" after "rescind" in the first line;
- (7) Clause 7.1.1: by deleting the clause and substituting with "any amount is claimed";
- (8) Clause 7.1.3 : by substituting "7" for "14";
- (9) Clause 7.2.1: by deleting: "10%" and substituting with "1%";
- (10) Clause 7.2.4: by deleting the words "and the costs of the purchaser";
- (11) Clause 7.2.6: by inserting to the end thereof: "and the amount held and all net interest accrued shall be paid to the vendor";
- (12) Clause 8.1.1: by deleting "on reasonable grounds"; and by adding at the end thereof the words "or claim";
- (13) Clause 8.1.2: by inserting the words "or claim" after the word "requisition"; and by deleting the words "and those grounds";
- (14) Clause 8.1.3: by inserting the words "or claim" after the word "requisition" and also by substituting "7" for "14";
- (15) Clause 10.1: Line 1 is replaced with "The purchaser cannot make a claim, objection, *requisition*, delay completion, *rescind* or *terminate* in respect of-";
- (16) Clause 10.1.8: by deleting the words "substance" and "disclosed" and substituting the words "existence" and "noted" in their place, respectively;
- (17) Clause 10.1.9: by deleting the words "substance" and "disclosed" and substituting the words "existence" and "noted" in their place, respectively;
- (18) Clause 10: by inserting the following clause 10.1.10:  
"any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise";
- (19) Clause 10.2: by inserting the words, "make a claim, objection, requisition," after the word "rescind" in the first line;
- (20) Clause 11.2: by inserting after the word "terminated" the words "other than on account of the purchaser's breach.";
- (21) Clause 12: by deleting "must do everything reasonably necessary to enable" in the 1<sup>st</sup> line and substituting "authorises";
- (22) Clause: 12.1: is deleted.
- (23) Clause 12.2: by deleting the words "(if necessary in the name of the vendor)".
- (24) Clause 13.13: by substituting "2" for "5";
- (25) Clause 13.15: by inserting a new clause 13.15 as follows: "The purchaser indemnifies the vendor against any costs, interest, charge, interest, penalties or damages incurred either directly or indirectly as a result of the purchaser's failure to pay the remittance amount to the Australian Taxation Office.";

- (26) Clause 14.4: replace the words 'not adjust surcharge land tax (as defined in the *Land Tax Act 1956*) but must adjust any other' with the word 'adjust';
- (27) Clause 14.4.2: is deleted and replaced with:  
"by adjusting the amount of land tax determined by applying the average rate of land tax including, if applicable, surcharge land tax (as defined in the *Land Tax Act 1956*) payable for the year to the taxable value of the property.";
- (28) Clause 14.8: is deleted;
- (29) Clause 19: by inserting the following additional clause:  
  
'19.3 Despite clause 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2022 (NSW)* is the remedy prescribed by that regulation.';
- (30) Clause 20.6.9: is included by adding:  
  
"For the purpose of clause 20.6.5, a document is taken to have been received when the fax transmission has been completed unless:  
  
(a) the sender's fax machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the document is taken not to have been served; or  
  
(b) the time of dispatch is later than 5.00pm on a business day in the place to which the document is sent, in which case it is taken to have been served at 9.00am on the next business day at that place.";
- (31) Clause 20: by inserting the following additional clause:  
  
'20.18 In this contract, unless the context requires otherwise:  
  
20.18.1 *in writing* includes any communication sent by letter, facsimile transmission or email; and  
  
20.18.2 *including* and similar expressions are not words of limitation.';
- (32) Clause 23.5.1: by inserting the words "which includes special levies payable by instalments" before the end of the clause;
- (33) Clauses 23.6, 23.7, 23.8 and 23.9: be deleted;
- (34) Clause 23.13: by substituting "2 *business days*" for "7 days" & by deleting "which relates to the period in which the date for completion falls";
- (35) Clause 23.14: by substituting "2 *business days*" for "7 days".
- (36) Clauses 25, 26, 27, 28 & 29 are deleted.
- (37) Clause 30.7: by deleting the words "but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee".
- (38) Clause 30.11: is deleted.

- (39) Clause 31: by inserting the following additional clause
- 31.6 The purchaser must attend to payment of the remittance amount at completion ( or no later than 1 *business day* after completion) in a manner acceptable to the Australian Taxation Office and agreed to by the vendor and purchaser”;
- (40) Clause 31: by inserting the following additional clause
- 31.7 The purchaser indemnifies the vendor against any costs, interest, charge, interest, penalties or damages incurred either directly or indirectly as a result of the purchaser’s failure to pay the remittance amount to the Australian Taxation Office in accordance with the terms of this contract.”.

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## **35. Purchaser’s representations warranties and acknowledgments**

35.1 The purchaser represents and warrants that:

- (1) it has inspected the property; and
- (2) it accepts title to the property subject to all matters disclosed in this Contract; and
- (3) it is purchasing the property as a result of and has relied entirely upon its own knowledge and enquiries relating to its inspection of the property; and
- (4) it accepts that the property is sold in its present state of repair and condition including but not limited to any defects whether latent or patent or any infestation or dilapidation environmental hazard or contamination; and
- (5) it does not rely upon any statement, representation or warranty, if any, made to it by or on behalf of the vendor whether express or implied (other than such statements, representations and warranties as are expressly set out in this Contract); and
- (6) in entering into this Contract, it does not rely on any other letter, statement, document, correspondence, representation or agreement whether oral or in writing as adding to or amending the terms, conditions, warranties and agreements set out in this Contract; and
- (7) it has obtained its own appropriate, independent professional advice and has relied on its own enquiries relating to the future use and financial viability, financial return or income derived from the property; and
- (8) it has obtained its own appropriate, independent professional advice and has relied on its own enquiries relating to the suitability and quality of, if applicable, any improvements, inclusions, furnishings and chattels included in this contract; and
- (9) it has obtained its own appropriate, independent professional advice on and is satisfied about the nature of the property, and its permitted lawful uses, and the purchaser's rights and obligations under this contract; and
- (10) it acknowledges that the vendor does not warrant the accuracy, completeness or the current application of any document of certificate attached to this contract; and
- (11) except for the warranties as are deemed to be included herein pursuant to Section 52A(2)(b) *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulations 2022*, the agreements, the provisions, terms and conditions herein contained comprise the whole of the bargain as concluded between the parties as at the date hereof.

35.2 The purchaser acknowledges that:

- (1) the vendor has entered this contract based on the representations and warranties set out in clause 35.1; and
- (2) it will not make nor be entitled to make any objection, requisitions, claim for compensation, nor rescind or be entitled to rescind this Contract, nor delay completion in respect of or as a result of all or any of the matters referred to in or arising out of this Special Condition 35.

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## **36. Condition of Property**

- 36.1 Without in any manner excluding, modifying or restricting the rights of the purchaser pursuant to Section 52A(2)(b) of the *Conveyancing Act, 1919*, and the *Conveyancing (Sale of Land) Regulation 2022*:
- (1) the property (and inclusions, if any) is sold in its condition and state of repair (including structural repair) as at the date of this Contract and subject to all faults and defects both latent and patent and the purchaser must not delay completion, nor make any objection, requisition or claim for compensation regarding the condition and state of repair of the property.
  - (2) no objection, requisition or claim for compensation may be made by the purchaser on account of any of the following:
    - (a) any matter disclosed in any survey report or plan annexed to this Contract (if any) in relation to the property; or
    - (b) any matter disclosed in any Building Certificate or Building Information Certificate issued under the *Local Government Act (1993)* or the *Environmental Planning and Assessment (1979)* (as the case may be) annexed to this Contract (if any); or
    - (c) any encroachment by a dividing fence (as defined by the *Dividing Fences Act, 1991*) on the property or any adjoining property whether disclosed by survey or not.
- 36.2 The purchaser acknowledges that it shall take title and shall accept the Property subject to the matters set out in this special condition 36.
- 36.3 The purchaser agrees the vendor shall not be required to undertake any works arising from any matter disclosed or referred to in or arising out of either or both of those documents.

---

## **37. Services, Dimensions and Boundary Discrepancies**

- 37.1 The purchaser acknowledges that the purchaser is purchasing the property and shall take title thereto subject to the water, sewerage and drainage, or gas, electricity, telephone or other installations or service (if any) ("service") and shall not make any requisition objection or claim for compensation in respect of:-
- (1) the nature, location, availability or non-availability of any service to the property; or
  - (2) the property being subject to any service or mains, pipes or connections for any service, and if any such services are joint services, with any other property or properties; or
  - (3) any services for any other property or properties or the pipe or connections therefore pass through the subject property; or
  - (4) the property having (or not having) the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service; or
  - (5) any defects in any service to the property; or
  - (6) any underground or surface stormwater drain passing through under or over the property; or

- (7) any manhole or vent on the property; or
- (8) any failure to comply with the *Swimming Pools Act 1992 (NSW)*; or
- (9) whether or not the property complies with the regulations under the *Environmental Planning and Assessment Act 1979 (NSW)* relating to the installation of smoke alarms.

37.2 The purchaser shall take title and shall accept the property subject to and shall not make any objection requisition or claim for compensation, nor delay completion, nor rescind or terminate or be entitled to rescind or terminate this Contract in respect of or arising out of any of the following matters:-

- (1) any deficiency in the area of the property; or
- (2) any boundary discrepancy; or
- (3) any roof or surface water drainage connected to the sewer; or
- (4) any manhole or vent on the property.

---

### **38. Completion**

38.1 Completion of this Contract shall take place by 5 pm (Sydney time) on the date for completion.

---

### **39. Notice to Complete**

39.1 If, for any reason, other than the default or delay by the party proposing to give a Notice to Complete, this Contract is not completed by 5 pm on the date for completion, the party not in default may serve on the party in default a Notice to Complete:

- (1) requiring the other party to complete this Contract on a specified date being not less than 14 days after the date of service of the Notice to Complete; and
- (2) making time of the essence for compliance with the Notice to Complete.

39.2 The parties agree that a period of 14 days following the date of service of any such Notice to Complete is a sufficient, reasonable and proper period to specify in any notice to complete.

39.3 The party serving a Notice to Complete reserves the right to:

- (1) withdraw the Notice to Complete; and
- (2) at its option, issue further notices to complete.

39.4 The vendor:

- (1) is not obliged to remove any mortgage, caveat or charge on the property for any outgoings until the completion;
- (2) will not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any mortgage, caveat or charge on the property for any outgoings; and
- (3) may serve a Notice to Complete on the purchaser notwithstanding that, at the time such Notice is issued or at any subsequent time, there is a mortgage, caveat or charge on the property for any outgoings.

39.5 If completion of this Contract does not take place on or before the date for completion through no fault of the vendor, then the purchaser shall pay to the vendor as an adjustment on completion the sum of three hundred and thirty dollars (\$330.00) for the legal costs and expenses incurred by the vendor as a consequence of the delay and the issue of the notice to complete. It is agreed that payment of the legal costs and expenses under this special condition on completion is an essential term of this Contract.

---

#### **40. Interest Payable for Delayed Completion**

- 40.1 If completion does not occur on or before the date for completion, the purchaser must pay to the vendor on completion interest at a rate of ten (10%) percent per annum calculated daily, on the unpaid balance of the price.
- 40.2 Interest payable under this special condition shall be calculated from (and including) the day after the date for completion up to and including the date that completion in fact occurs.
- 40.3 Payment of interest under this special condition does not affect any other rights the vendor may have pursuant to this Contract.
- 40.4 Payment of interest under this special condition on completion is an essential term of this Contract.
- 40.5 The purchaser acknowledges and agrees that the interest payable by the purchaser pursuant to this Special Condition represents a fair, reasonable and genuine pre estimate or assessment of the loss occasioned to the vendor due to the purchaser's failure to complete on or before the date for completion.
- 40.6 The vendor shall not be liable to the purchaser for any interest should the vendor be the cause of completion being delayed.

---

#### **41. Land Tax**

- 41.1 Irrespective of any other clause terms and conditions of this Contract, should land tax be payable in the hands of the vendor whether on a single holdings basis or not against the property being sold then land tax will be adjusted on the actual amount assessed against the property.

---

#### **42. Incapacity of a Party**

- 42.1 Without in any manner restricting any other rights or remedies of the parties (not being otherwise in default under this Contract), should the purchaser or vendor or any of them:
- (1) Being an individual:
    - (a) die or become incapable because of unsoundness of mind to manage his or her own affairs or become subject to the provisions of the Mental Health Act, then the other party can rescind this agreement by notice in writing served on the other party; or
    - (b) be declared a bankrupt or enter into any scheme or make any assignment for the benefit of creditors, then the other party may rescind this Contract by notice in writing served on the other parties solicitor or representative named in this Contract;
  - (2) Being a company, resolves to go into liquidation, has a petition for its winding up presented and not withdrawn within thirty (30) days of presentation, enters into any scheme of arrangement with its creditors under the Corporations Law or any similar legislation, or has a liquidator, provisional liquidator, receiver and manager, or official manager of it appointed

then the other party may rescind this Contract by notice in writing served on the other party and the provisions of clause 19 of the Contract shall apply.

---

### **43. Payment Of Deposit**

- 43.1 Normally the purchaser will pay ten (10%) of the price on exchange of contract.
- 43.2 Notwithstanding the provisions of condition 2 hereof, if the amount paid at the time of exchange (with the consent of the vendor) is less than ten (10) percent of the price, then the deposit shall be paid as follows:
- (1) Fifty percent (50%) of the deposit (which deposit is ten percent (10%) of the price) shall be paid to the depositholder upon exchange of this Contract; and
  - (2) A further fifty percent (50%) of the deposit shall be payable to the vendor upon completion or upon demand in writing by the vendor provided however that no such demand shall be made by the vendor unless and until the purchaser defaults under this Contract where the default is such that it would permit the vendor to issue a Notice to Complete making time of the essence of the Contract or would permit the vendor to terminate the Contract.
- 43.3 In the event of this Contract being terminated in circumstances where the deposit is forfeited to the vendor, the vendor shall be entitled to the deposit actually paid on exchange and shall be entitled to recover from the purchaser the outstanding or balance of the deposit as liquidated damages.
- 43.4 Special conditions 43.1 to 43.3 shall not merge on completion.

---

### **44. Release of Deposit**

- 44.1 Notwithstanding any other term or condition to the contrary the purchaser agrees and authorises the depositholder to release the deposit or part thereof to the vendor PROVIDED THAT such money so released shall only be used by the vendor as for the purposes of payment of a deposit to purchase real property or to pay stamp duty on such purchase and where released for use as a deposit shall only be paid into a trustee account of a licensed real estate agent or a law practice and provided that such deposit shall not be further released without the purchaser's expressed written consent.

---

### **45. Vendor's Agent**

- 45.1 The purchaser warrants to the vendor that it was not introduced directly or indirectly to either the property or the vendor by a real estate agent other than the vendor's agent described in Meaning of Term-"vendor's agent" on the front page of this Contract.
- 45.2 The purchaser indemnifies the vendor against any claim, action, suit (including all legal costs both on a party and party and solicitor and client basis incurred by the vendor in connection with any such claim) or demand made by any other real estate agent (other than the vendor's agent) for commission or remuneration resulting from a breach of this warranty.
- 45.3 This Special Condition 45 shall not merge on completion but shall continue for the benefit of the vendor.

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### **46. FIRB APPROVAL**

- 46.1 The purchaser warrants:-
- (1) that the purchaser (and if more than one each of the purchasers) is ordinarily resident in Australia within the meaning of the Foreign Acquisitions and Takeovers Act 1975 (Cth);
  - (2) that the provisions of the Foreign Acquisitions and Takeovers Act requiring the obtaining of consent to this transaction do not apply to the purchaser and to this purchase;
  - (3) that it has obtained all necessary approvals from the government of the Commonwealth of Australia to enter this Contract.

46.2 In the event of there being a breach of this warranty, whether deliberately or unintentionally, the purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof.

46.3 This Special Condition 46 shall not merge on completion but shall continue for the benefit of the vendor.

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## **47. Claims by the Purchaser**

47.1 Clauses 7 and 8 hereof shall be deemed amended to the extent that the right of the vendor to rescind pursuant to Clause 8 hereof shall extend to any claim for compensation made by the purchaser.

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## **48. Swimming Pool**

48.1 If there is a pool situated on the property and the fencing around the pool (if any) does not comply with the requirements of the local council or any other competent authority or if a certificate of non-compliance pursuant to Section 21 of the Swimming Pools Regulations 2018 is attached to this contract the purchaser agrees that it will not make nor be entitled to make any objection, requisitions, claim for compensation, nor rescind or be entitled to rescind this Contract, nor delay completion in respect of or as a result of all or any of the matters referred in this special condition 48 or referred to in any certificate of non-compliance relating to the swimming pool attached hereto.

48.2 The purchaser agrees that it will not require the vendor to undertake any rectification works to render the swimming pool compliant with the applicable standard.

48.3 The purchaser acknowledges that it will be responsible to undertake any rectification works to render the swimming pool compliant after completion.

48.4 This Special Condition 48 shall not merge on completion.

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## **49. Amendments to the contract**

49.1 The purchaser acknowledges that if prior to the signing of this Contract by or on behalf of the purchaser documents or copies of documents of the kind referred to in Section 52A of the Conveyancing Act, 1919 were attached to this Contract at the request of the vendor or on behalf of the purchaser or the Solicitor for the purchaser the person so attaching such documents or copies of documents did so as the agent of the vendor.

49.2 Each party authorises its solicitor named on the front page of this Contract:

- (1) During the period between the date a party has executed this Contract and the date of exchange to make alterations or amendments to the terms and conditions of this Contract and to remove or insert any annexure herefrom or hereto;
- (2) Enter into binding variations of the terms and conditions of this Contract by way of exchange of letters as its agent and any document inserted or letter setting out the variation to the terms and conditions of this contract shall form part of this Contract.

---

## **50. Additional and incorrect calculations**

50.1 The parties agree that if, on completion, any apportionment of payments due to be made under this Contract is overlooked, or incorrectly calculated, they will forthwith upon being requested to do so by the other party, make a correct calculation and pay such amount to the other party as is required by that correct calculation to be payable.

50.2 This clause 50 shall not merge on completion.

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## 51. Electronic signing and counterpart contracts

- 51.1 The parties agree that this Contract may be signed in any number of counterparts or signed via Electronic Signature which will have the same effect as if the signatures to each counterpart were on the same instrument and in the case of electronic signature, as if they were signed by hand.
- 51.2 Execution by either (or both) parties to this Contract of an email copy of this Contract and transmission by email of a copy of the Contract executed by that party to the other party or its solicitor shall constitute a valid and binding execution of this Contract by such parties for the purposes of effecting an exchange of contract.
- 51.3 For the purpose of the *Electronic Transactions Act 2000 (NSW)* the parties consent to receiving and sending the Contract counterparts electronically.
- 51.4 If this document is signed by a party using an Electronic Signature, the parties:
- (1) agree to enter into this document in electronic form; and
  - (2) consent to any party signing this document using an Electronic Signature; and
  - (3) consent to the contracts being exchanged using such document.

For the purposes of this clause **Electronic Signature** means an electronic method of signing that identifies the person and indicates their intention to sign this document.

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## 52. Severability

- 52.1 Each of the provisions of this Contract shall be severable from each other and the invalidity, illegality or unenforceability of any provision herein contained shall not prejudice or in any way affect or impair the validity or enforceability of the remaining provisions hereof.

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## 53. Guarantee

- 53.1 It is a condition of this Contract that the purchaser if a company must deliver to the vendor a guarantee in the form of the Directors' Guarantee a copy of which is annexed duly executed by at least two of the Directors or principal shareholders of the purchaser on the date hereof.

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## 54. No merger

- 54.1 If a term or condition of this Contract is intended to apply or is capable of application after Completion, that term or condition will not merge on Completion.

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## 55. Further action

- 55.1 Each party must:
- (1) use its reasonable efforts to do all things necessary and desirable to give full effect to this Contract; and
  - (2) sign such further documentation as may be reasonably requested by the other party.
-

## **56. Holiday Period Closure**

56.1 Notwithstanding any other term or condition of this contract, any notice or time limit for the doing of any act or any time set for the compliance with any obligation by either party which expires or falls due on any date between Tuesday 23 December 2025 and Monday 12 January 2026 (both dates inclusive) shall be deemed to expire or fall due on Friday 16 January 2026.

**DIRECTORS GUARANTEE**

**Purchaser:**

**PROPERTY:**

I/We \_\_\_\_\_ ("the Guarantors")  
being director/s of \_\_\_\_\_ a company  
incorporated in the State of \_\_\_\_\_ (hereinafter called "the Purchasing Company")

in consideration of  
("the Vendor") at my/our request agreeing to sell the property described in this Contract to the Purchasing Company **DO HEREBY GUARANTEE** to the Vendor the due and punctual performance by the Purchasing Company of **ALL THE TERMS AND CONDITIONS** of the within Contract and do further **COVENANT AND AGREE THAT I/WE WILL INDEMNIFY** and keep the Vendor indemnified against any loss and damage howsoever arising which the Vendor may suffer in consequence of any failure of the Purchasing Company to perform its obligations under the within Contract.

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

**Signed by** \_\_\_\_\_ )  
**in the presence of:** \_\_\_\_\_ ) .....

\_\_\_\_\_  
Name of Witness

**Signed by** \_\_\_\_\_ )  
**in the presence of:** \_\_\_\_\_ ) .....

\_\_\_\_\_  
Name of Witness

## CONDITIONS OF SALE BY AUCTION

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property and Stock Agent Regulations 2014 and section 68 of the Property and Stock Agent Act 2002:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
  - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
  - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
  - (c) The highest bidder is the purchaser, subject to any reserve price;
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
  - (f) A bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
  - (g) A bid cannot be made or accepted after the fall of the hammer;
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid;
  - (b) Subject to subclause (3), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person;
  - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (3) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
  - (a) More than one vendor bid may be made to purchase the interest of a co-owner;
  - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
  - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
  - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.



FOLIO: 83/5167

-----

| SEARCH DATE | TIME    | EDITION NO | DATE      |
|-------------|---------|------------|-----------|
| -----       | ----    | -----      | ----      |
| 17/11/2025  | 2:55 PM | 8          | 24/4/2023 |

LAND

-----

LOT 83 IN DEPOSITED PLAN 5167  
AT CABARITA  
LOCAL GOVERNMENT AREA CANADA BAY  
PARISH OF CONCORD COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP5167

FIRST SCHEDULE

-----

ERICK JOHN AARON MEGUID  
SARINA MEGUID  
AS JOINT TENANTS (CN AJ100689)

SECOND SCHEDULE (5 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A367428 COVENANT
- 3 AK362581 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 4 AM838251 POSITIVE COVENANT
- 5 AM838252 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

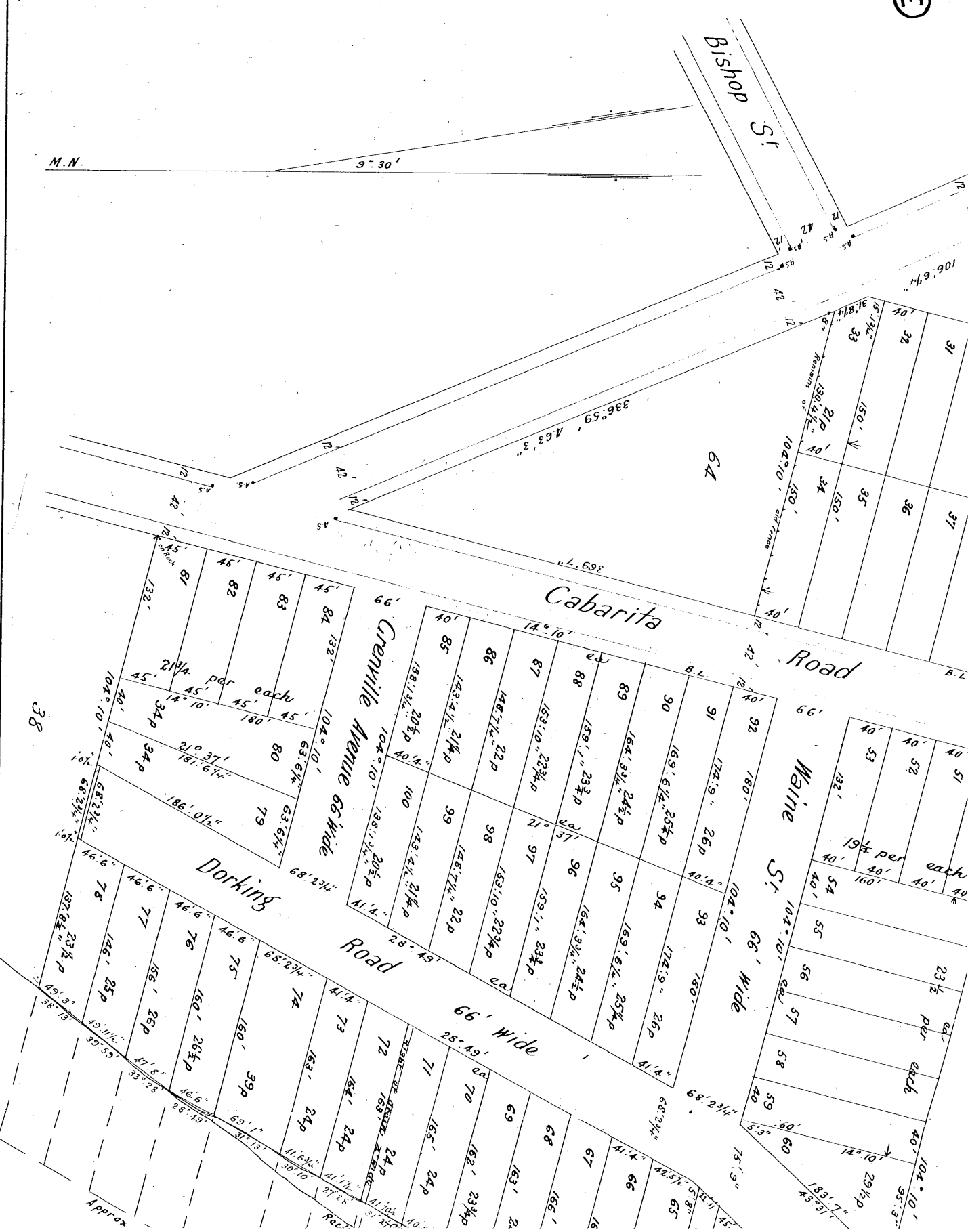
-----

UNREGISTERED DEALINGS: NIL

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

DP 5167 (E)

5000  
B/L 133 P 101 to 107  
R/L 133 P 108



M.N.

9° 30'

Bishop St

Cabarita Road

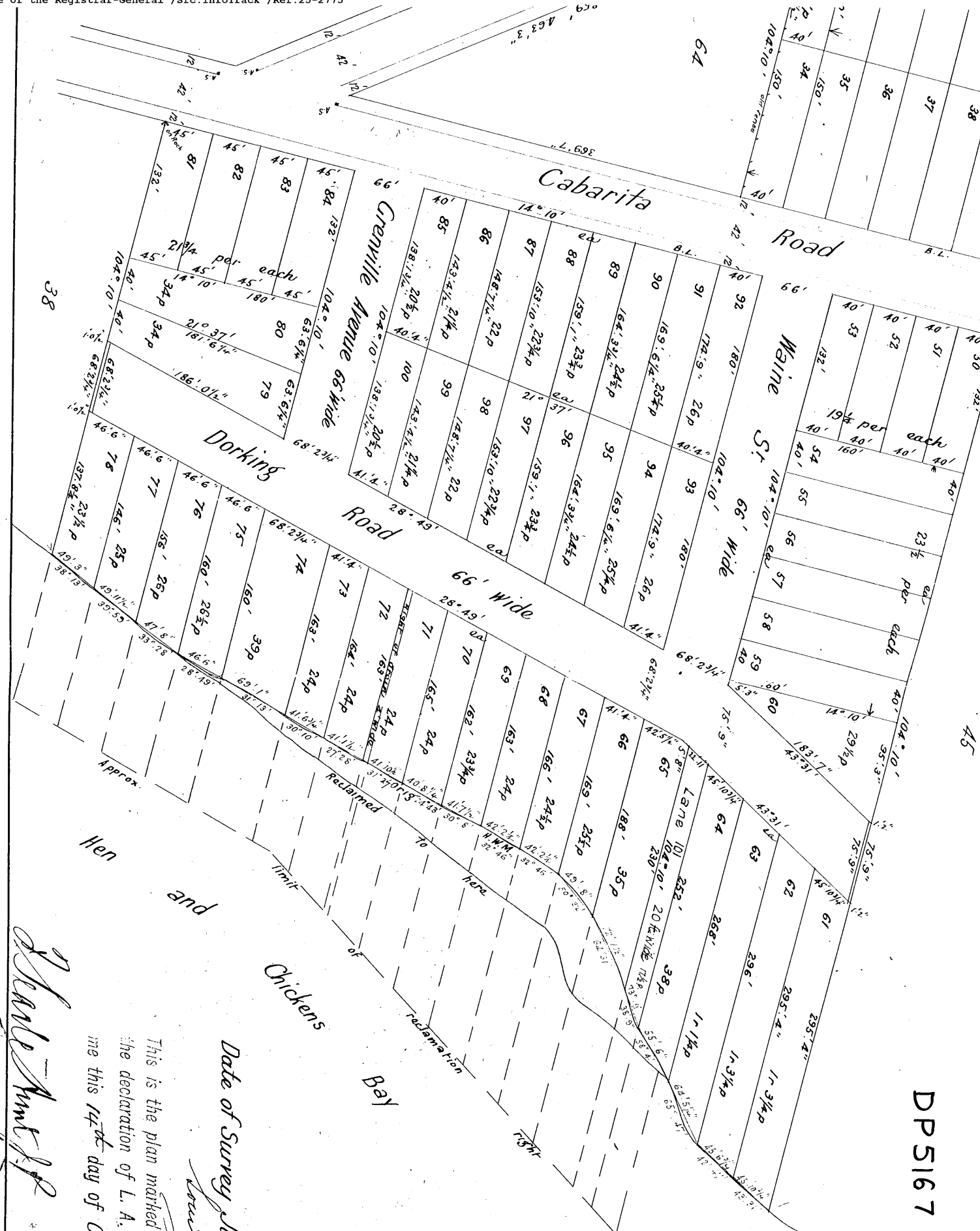
Dorking Road

Grenville Avenue 66' wide

Waine St 66' wide

66' wide

Approx



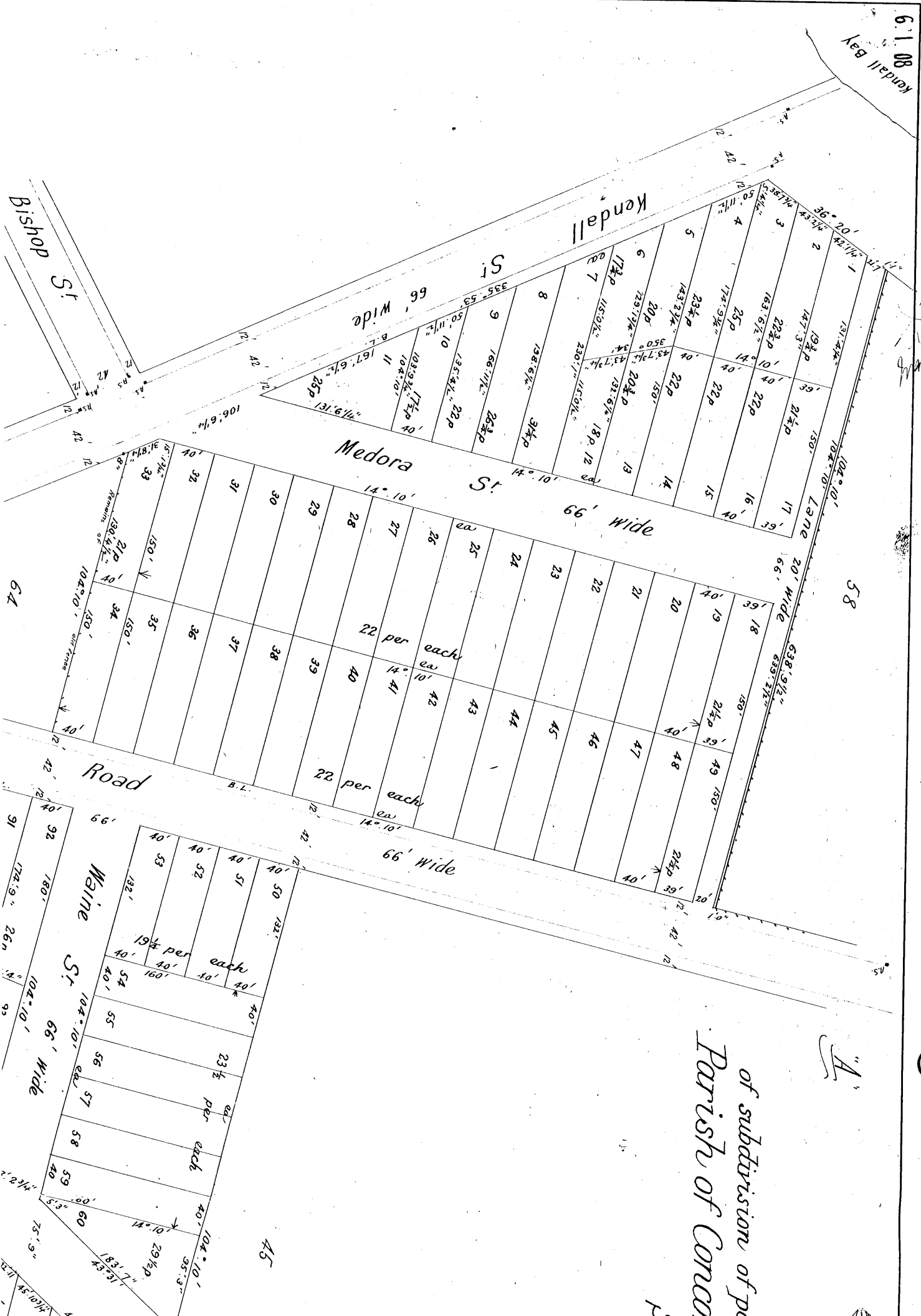
DPS167 (E)

Date of Survey July 1907  
 This is the plan marked "A" referred to in  
 the declaration of L. A. Gurtis made before  
 me this 14<sup>th</sup> day of October 1907

*Charles Hunt J.P.*

DP 5167 (E)

St 6.1 of



of subdivision of pc  
Parish of Conco,  
NS

A

45



CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

| DP 5167     |        |  |
|-------------|--------|--|
| FEET INCHES | METRES |  |
| - 8         | 0.205  |  |
| 1 -         | 0.305  |  |
| 1 0 1/2     | 0.315  |  |
| 1 1         | 0.33   |  |
| 1 2         | 0.355  |  |
| 1 2 3/8     | 0.365  |  |
| 4 -         | 1.22   |  |
| 5 3         | 1.6    |  |
| 5 4 1/4     | 1.63   |  |
| 6 -         | 1.83   |  |
| 12 -        | 3.66   |  |
| 14 8        | 4.47   |  |
| 15 0 1/2    | 4.585  |  |
| 15 1 3/4    | 4.615  |  |
| 20 -        | 6.095  |  |
| 21 7        | 6.58   |  |
| 22 11       | 6.985  |  |
| 31 8 1/4    | 9.66   |  |
| 38 2 3/4    | 11.65  |  |
| 38 7 3/4    | 11.78  |  |
| 38 9        | 11.81  |  |
| 39 -        | 11.885 |  |
| 40 -        | 12.19  |  |
| 40 4        | 12.295 |  |
| 40 8 1/4    | 12.4   |  |
| 41 1 1/2    | 12.535 |  |
| 41 4        | 12.6   |  |
| 41 6 3/4    | 12.67  |  |
| 41 7 1/2    | 12.685 |  |
| 41 10 1/2   | 12.765 |  |
| 42 -        | 12.8   |  |
| 42 1 1/4    | 12.835 |  |
| 42 2 1/4    | 12.86  |  |
| 42 5 1/2    | 12.94  |  |
| 43 2 1/4    | 13.165 |  |
| 43 7 3/4    | 13.305 |  |
| 45 -        | 13.715 |  |
| 45 6 3/4    | 13.885 |  |
| 45 10 1/4   | 13.975 |  |
| 45 10 3/4   | 13.99  |  |
| 46 6        | 14.175 |  |
| 47 8        | 14.53  |  |
| 49 3        | 15.01  |  |
| 49 8        | 15.14  |  |
| 49 11 1/2   | 15.225 |  |
| 50 11 1/2   | 15.53  |  |
| 55 6        | 16.915 |  |
| 63 6 1/4    | 19.36  |  |
| 64 5 1/4    | 19.64  |  |
| 66 -        | 20.115 |  |
| 68 2 3/4    | 20.795 |  |
| 69 1        | 21.055 |  |
| 72 1 1/2    | 21.985 |  |
| 75 9        | 23.09  |  |
| 95 3        | 29.03  |  |
| 103 9 3/4   | 31.64  |  |
| 106 6 1/4   | 32.465 |  |
| 115 0 1/2   | 35.065 |  |
| 129 1 3/4   | 39.365 |  |
| 130 4 1/2   | 39.74  |  |
| 131 4 1/4   | 40.035 |  |
| 131 6 1/4   | 40.085 |  |
| 132 -       | 40.235 |  |
| 132 6 1/4   | 40.39  |  |
| 135 4 1/2   | 41.26  |  |
| 137 8 1/4   | 41.965 |  |
| 138 1 3/4   | 42.105 |  |
| 143 2 3/4   | 43.655 |  |
| 143 4 1/2   | 43.7   |  |
| 146 -       | 44.5   |  |
| 147 3       | 44.88  |  |
| 148 7 1/4   | 45.295 |  |
| 150 -       | 45.72  |  |
| 153 10      | 46.89  |  |
| 156 -       | 47.55  |  |
| 159 1       | 48.49  |  |
| 160 -       | 48.77  |  |

CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

| DP 5167 CONTINUED |        |  |  |
|-------------------|--------|--|--|
| FEET INCHES       | METRES |  |  |
| 162 -             | 49.38  |  |  |
| 163 -             | 49.68  |  |  |
| 163 6 1/2         | 49.845 |  |  |
| 164 -             | 49.985 |  |  |
| 164 3 3/4         | 50.08  |  |  |
| 165 -             | 50.29  |  |  |
| 166 -             | 50.6   |  |  |
| 166 11 1/2        | 50.89  |  |  |
| 167 6 1/2         | 51.07  |  |  |
| 169 -             | 51.51  |  |  |
| 169 2 5/8         | 51.58  |  |  |
| 169 6 1/4         | 51.67  |  |  |
| 174 9             | 53.26  |  |  |
| 174 9 3/4         | 53.28  |  |  |
| 180 -             | 54.86  |  |  |
| 181 6 1/4         | 55.33  |  |  |
| 183 7             | 55.96  |  |  |
| 186 0 1/2         | 56.71  |  |  |
| 188 -             | 57.3   |  |  |
| 195 4             | 59.54  |  |  |
| 196 -             | 59.74  |  |  |
| 198 6 1/4         | 60.51  |  |  |
| 230 -             | 70.1   |  |  |
| 230 1             | 70.13  |  |  |
| 252 -             | 76.81  |  |  |
| 268 -             | 81.69  |  |  |
| 295 4             | 90.02  |  |  |
| 296 -             | 90.22  |  |  |
| 369 7             | 112.65 |  |  |
| 463 3             | 141.2  |  |  |
| 638 9 1/2         | 194.7  |  |  |
| 639 2 1/2         | 194.83 |  |  |
| AC RD P           | SQ M   |  |  |
| - - 2.07          | 52.4   |  |  |
| - - 17 1/2        | 442.6  |  |  |
| - - 17 3/4        | 448.9  |  |  |
| - - 18            | 455.3  |  |  |
| - - 19 1/4        | 486.9  |  |  |
| - - 19 3/4        | 499.5  |  |  |
| - - 20            | 505.9  |  |  |
| - - 20 1/2        | 518.5  |  |  |
| - - 20 3/4        | 524.8  |  |  |
| - - 21            | 531.1  |  |  |
| - - 21 1/4        | 537.5  |  |  |
| - - 21 3/4        | 550.1  |  |  |
| - - 21.76         | 550.4  |  |  |
| - - 22            | 556.4  |  |  |
| - - 22 3/4        | 575.4  |  |  |
| - - 23 1/4        | 588.1  |  |  |
| - - 23 1/2        | 594.4  |  |  |
| - - 23 3/4        | 600.7  |  |  |
| - - 24            | 607    |  |  |
| - - 24 1/2        | 619.7  |  |  |
| - - 25            | 632.3  |  |  |
| - - 25 1/4        | 638.6  |  |  |
| - - 25 1/2        | 645    |  |  |
| - - 26            | 657.6  |  |  |
| - - 26 1/2        | 670.3  |  |  |
| - - 26 3/4        | 676.6  |  |  |
| - - 29 1/2        | 746.1  |  |  |
| - - 31 1/4        | 790.4  |  |  |
| - - 34            | 860    |  |  |
| - - 35            | 885.2  |  |  |
| - - 38            | 961.1  |  |  |
| - - 39            | 986.4  |  |  |
| - 1 1 1/4         | 1043   |  |  |
| - 1 3 1/4         | 1094   |  |  |

Transfer .....  
Endorsement .....  
Certificate .....

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



A367428H



a Name, residence, occupation, or other designation, in full, of transferor.

§ I; N.S.W. Realty Co. Limited

367428

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

being registered as the proprietor of an Estate in *fee simple*<sup>b</sup> in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum

c All subsisting encumbrances must be noted hereon. (See page 2.)

underwritten or endorsed hereon,<sup>c</sup> in consideration of *a One Hundred and eight pounds fifteen shillings (£168-15-0)*

d If the consideration be not pecuniary, state its nature concisely.

e Name, residence, occupation, or other designation, in full, of transferee.

§ paid to me by: Michael Glancey of Sydney Hotel Keeper

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

§ the receipt whereof I hereby acknowledged

f If to two or more, state whether as joint tenants or tenants in common.

§ do hereby transfer to the said: Michael Glancey

g Area in acres, roods, or perches.

§ ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing

h Parish or town and county.

situate in Parish Concord County Cumberland

i "The whole" or "part," as the case may be.

§ being part of the land comprised in certificate of title 2133

j "Crown grant," or "Certificate of Title,"

dated 18/11/1911 registered volume No: 2423 folio 122/158

k Strike out if not appropriate.

§ and also in the piece of land as follows being lots 81, 82, and 83 (Eightyone, Eightytwo, and Eightythree) Waterside Estate Stroud Plan No 5167

These references will suffice, if the whole land in the grant or certificate be transferred.

But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:— "as delineated in the plan hereon [or "annexed hereto"] or "described as follows, viz.":—

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

AND the said MICHAEL GLANCEY doth hereby for himself his heirs executors administrators and assigns COVENANT AND AGREE with the said N.S.W.REALTY Co. LIMITED and its assigns that he the said Michael Glancey his heirs executors administrators and assigns shall not nor will at any time hereafter erect or permit or suffer to be erected on the land above described any dwelling of less value than TWO HUNDRED POUNDS (£200: 0: 0) and that on the erection of any such dwelling the said land shall be fenced AND that no advertisement hoarding shall be erected on the said land. Y

[Rule up all blanks before signing.]

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

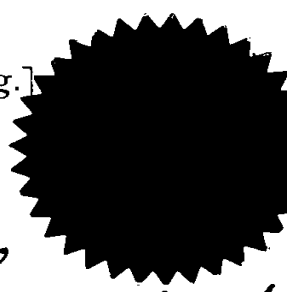
The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

Chamber

p See note "c," page 1.  
A very short note of  
the particulars will  
suffice.

[Rule up all blanks before signing.]

The Common Seal of  
N. S. W. Realty Co. limited  
was hereto affixed by the Managing Director  
this 7<sup>th</sup> day of March  
1918 in the presence of  
John Henry  
for Secretary



[Signature]  
Managing Director

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferrer is known, no further authentication is required. Otherwise the ATTESTING WITNESSES must appear before one of the above functionaries to make a declaration in the annexed form.  
This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.  
If the Transferrer or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

In witness whereof, I have hereunto subscribed my name, at  
the \_\_\_\_\_ day of \_\_\_\_\_ in the year  
of our Lord one thousand nine hundred and \_\_\_\_\_

Signed in my presence by the said  
\_\_\_\_\_  
WHO IS PERSONALLY KNOWN TO ME  
\_\_\_\_\_  
Signed<sup>a</sup>

\_\_\_\_\_  
Transferrer.\*

n Repeat attestation for additional parties if required.

\* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

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

For the signature of the Transferree hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferree, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

*Deputy Registrar*  
Signed in my presence by the said

*Michael Glancey*  
+ *Michael Glancey*  
Transferree.

*Michael Glancey*  
WHO IS PERSONALLY KNOWN TO ME  
*Rose Glancey*

(\*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)  
N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

*1/3/18*

FORM OF DECLARATION BY ATTESTING WITNESS.

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

q May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.  
r Name of witness and residence.  
s Name of Transferrer.  
t Name of Transferrer.

u Registrar-General, Deputy, Notary Public, J.P., or Commissioner

*Vol 25 1/4 pers part of  
Lots 81, 82 & 83 DP 5167  
at Cabarita  
Mun of Concord  
ph of Concord  
(subject to covenant)*

Lodged by  
(Name) *E. P. Mc. Newell*  
(Address) *Solts  
82 Pitt St  
Sydney*

*M. S. W. Realty Co Limited.  
Transferor.  
Michael Glancey  
Transferee.*

A 367428

Particulars entered in the Register Book, Vol. 2133

Folio 158

the *19<sup>th</sup>* day of *March*, 19 *18*,  
at \_\_\_\_\_ minutes *10* o'clock  
in the *fore* noon.

*Reliance*



Registrar General

*W.P.*

|                        | DATE.       | INITIALS. |
|------------------------|-------------|-----------|
| SENT TO SURVEY BRANCH  | 9.3.18      | <i>W</i>  |
| RECEIVED FROM RECORDS  | 11.3.18     | <i>W</i>  |
| DRAFT WRITTEN          | 13          | <i>W</i>  |
| DRAFT EXAMINED         | 16.3.18     | <i>W</i>  |
| DIAGRAM COMPLETE       | 17.3.18     | <i>W</i>  |
| DIAGRAM EXAMINED       | <i>do</i>   | <i>W</i>  |
| DRAFT FORWARDED        |             |           |
| RETD TO RECORDS        |             |           |
| REQUISITE REGISTR      |             |           |
| RETURNED FROM RECORDS  |             |           |
| CERTIFICATE ENDROSSED  | 19 MAR 1918 | <i>W</i>  |
| SUPT. OF ENDROSSERS    |             |           |
| DEP. REGISTRAR GENERAL |             |           |

VOL 2831 FOL 211

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

No Transfer can be registered until the fees are paid.  
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it is intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.  
Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.  
The fees on transfer are 10s., and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1875, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.  
The Transfer is complete from the moment it is recorded.  
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.



Form: 13PC  
Release: 3-1

**POSITIVE COVENANT**  
New South Wales  
Section 88E(3) Conveyancing Act 1919

**AM838251X**

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

(A) **TORRENS TITLE** 83/5167

(B) **LODGED BY**

|                               |   |                   |
|-------------------------------|---|-------------------|
| Document Collection Box<br>lw | Name, Address or DX, Telephone, and Customer Account Number if any<br>Anderson Lawyers<br>Dx 8510 Burwood 9715 6400<br>Reference: DA:JC:17-0771 | CODE<br><b>PC</b> |
|-------------------------------|---|-------------------|

(C) **REGISTERED PROPRIETOR**  
Of the above land  
Erick John Aaron MEGUID and Sarina MEGUID

(D) **LESSEE MORTGAGEE or CHARGE**  
Of the above land agreeing to be bound by this positive covenant

| Nature of Interest | Number of Instrument | Name |
|--------------------|----------------------|------|
| Mortgage           |                      |      |

(E) **PRESCRIBED AUTHORITY**  
Within the meaning of section 88E(1) of the Conveyancing Act 1919  
Canada Bay Council

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 12 OCTOBER 2017

(G) **Execution by the prescribed authority**  
I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *Edna Sorensen*  
Name of witness: Edna Sorensen  
Address of witness: 1A Marlborough Street, Drummoyne

Signature of authorised officer: *[Signature]*  
Name of authorised officer: SHANNON ANDERSON  
Position of authorised officer: COORDINATOR STATUTORY PLANNING  
AUTHORISED OFFICER UNDER SECTION 37B OF THE LOCAL GOVERNMENT ACT 1993  
Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor.

(G) **Execution by the registered proprietor**  
I certify I am an eligible witness and that the registered proprietor signed this dealing in my presence.  
[See note\* below]

Signature of witness: *[Signature]*  
Name of witness: DANTE ASPITE  
Address of witness: 1/137 BURWOOD Rd  
Burwood NSW 2134

Signature of registered proprietor: *[Signature]*

(H) **Consent of the mortgagee**  
The mortgagee under mortgage No. , agrees to be bound by this positive covenant.  
I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: \_\_\_\_\_ Signature of mortgagee: \_\_\_\_\_  
Name of witness: \_\_\_\_\_  
Address of witness: \_\_\_\_\_

**ANNEXURE "A" OF POSITIVE COVENANT PURSUANT TO SECTION 88E of the  
CONVEYANCING ACT 1919 IN FAVOUR OF CANADA BAY COUNCIL**


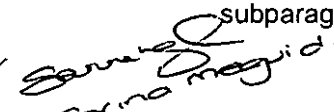

**Registered Proprietor: ERICK JOHN AARON MEGUID and SARINA MEGUID**


**Prescribed Authority: Canada Bay Council**

**Folio Identifier: 82/5167**

The registered proprietors covenant with the City of Canada Bay Council (the Council) that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:

- I) The registered proprietor will:
  - i. Keep the structure and works clean and free from silt, rubbish and debris.
  - ii. Maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.
- II) For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days' notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
- III) The registered proprietors shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the On-site Stormwater Detention (OSD) system, or failure to clean, maintain and repair the OSD system.
- IV) By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.
- V) Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
  - i. In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in (I) hereof.
  - ii. The Council may recover from the registered proprietor in a Court of competent jurisdiction:
    - (a) Any expense reasonably incurred by it in exercising its powers under subparagraph (i) hereof. Such expense shall include reasonable wages

  
ERICK MEGUID  
  
SARINA MEGUID  


  
AUTHORISED OFFICER

for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.

- (b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

VI) This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

**Structure and Works** shall mean the on-site stormwater detention system constructed on the land as set out in the plan annexed hereto and marked with the letter 'B' being the Work as Executed plan prepared by Graham Wilson (Registered Surveyor) dated 5 September 2017 (known as drawing No 512 consisting of two pages) in relation to DA 2015/0081 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

**Execution by the prescribed authority**  
I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence:

Signature of witness: Edna Sorensen  
Name of witness: Edna Sorensen  
Address of witness: 1A Marlborough Street  
Drumoyne

Signature of authorised officer: [Signature]  
Name of authorised officer: SHANNON ANDERSON  
Position of authorised officer: COORDINATOR STATUTORY PLANNING  
AUTHORISED UNDER SECTION 378  
OF THE LOCAL GOVERNMENT ACT, 1993

**Execution by mortgagee**  
I certify that an authorised officer of the mortgagee who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence:

Signature of witness: .....  
Name of witness: .....  
Address of witness: .....

Signature of authorised officer: .....  
Name of authorised officer: .....  
Position of authorised officer: .....

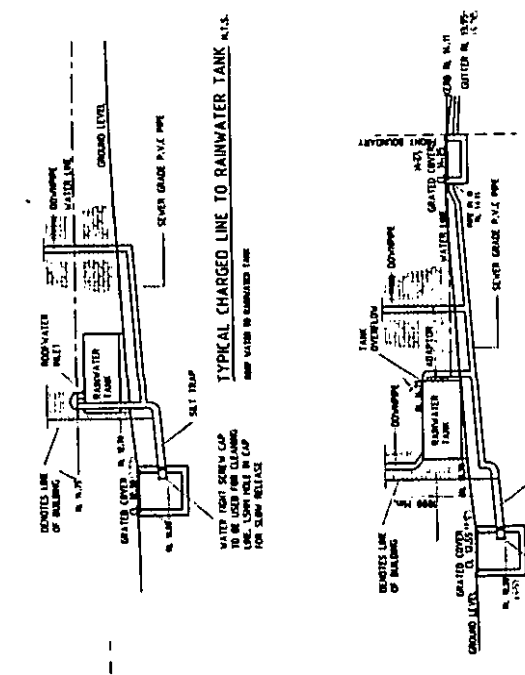
Execution by Registered Proprietors: .....

[Signature]

[Signature]  
**ERICK MEGUID**  
Page 3 of 5

[Signature]  
Sarina meguid.

**PLAN ATTACHED TO POSITIVE COVENANT PURSUANT TO SECTION 88E OF THE CONVEYANCING ACT 1919 IN FAVOUR OF CANADA BAY COUNCIL**

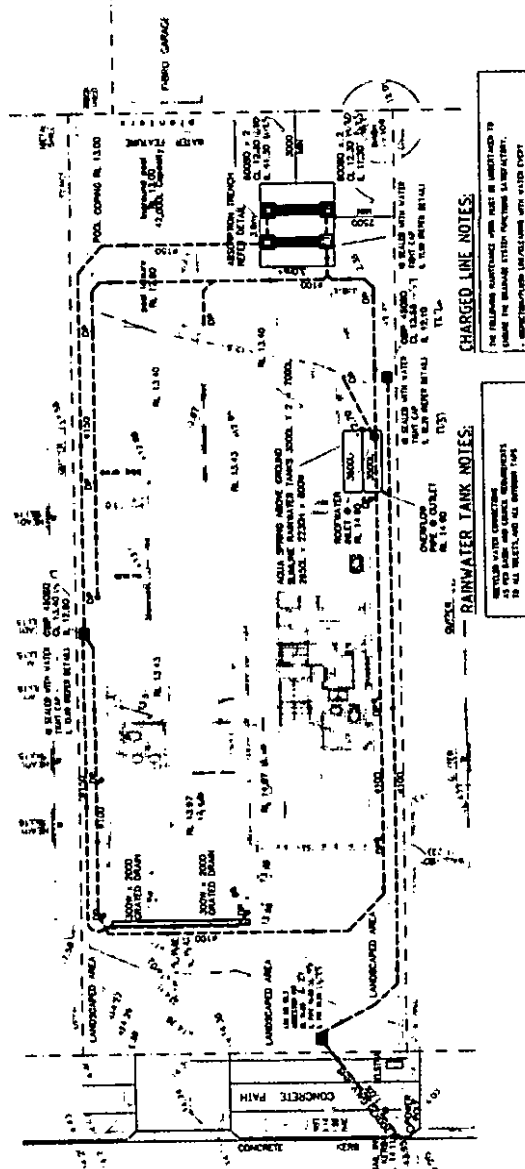


**TYPICAL CHARGED LINE SYSTEM R.L.S.**

1. MARK IN COLOUR THAT THE LEAKAGE IS FROM THE CHARGED LINE  
 2. SEE ABOVE FOR DETAILS

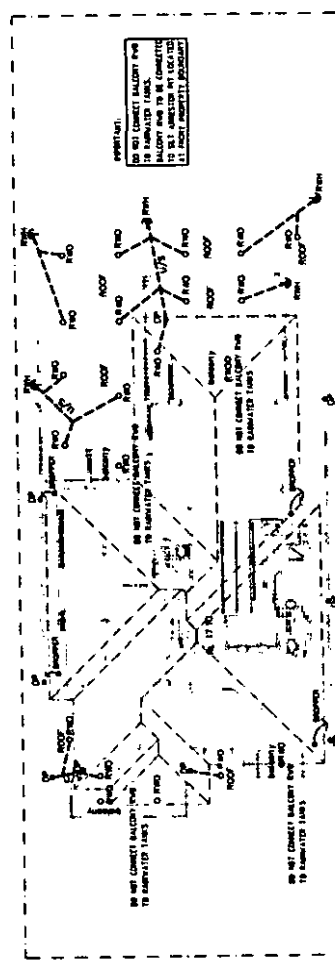
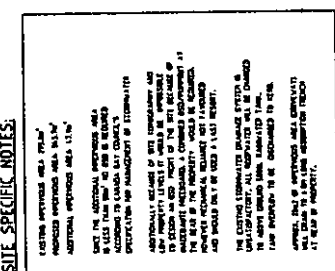
**NOTES:**

1. ALL SERVICES ARE TO BE LOCATED IN THE FIELD IN CONFORMANCE WITH A RESPONSIBLE OFFICER OF THE REGISTRY OF PROFESSIONAL ENGINEERS.
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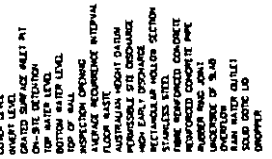
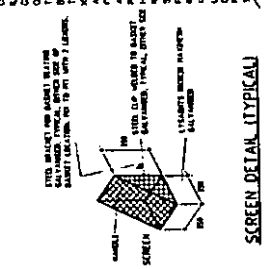
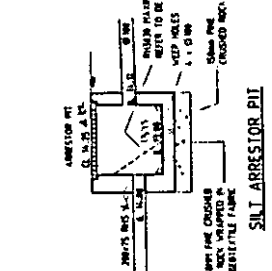
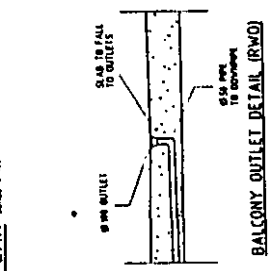
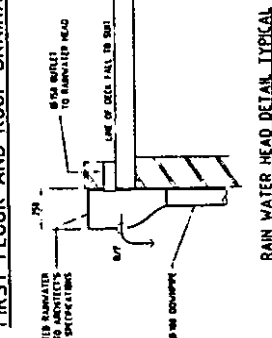


**GROUND FLOOR AND SITE DRAINAGE PLAN SCALE 1:100**

1. ALL SERVICES ARE TO BE LOCATED IN THE FIELD IN CONFORMANCE WITH A RESPONSIBLE OFFICER OF THE REGISTRY OF PROFESSIONAL ENGINEERS.
2. ALL SERVICES ARE TO BE LOCATED IN THE FIELD IN CONFORMANCE WITH A RESPONSIBLE OFFICER OF THE REGISTRY OF PROFESSIONAL ENGINEERS.
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10. ALL SERVICES ARE TO BE LOCATED IN THE FIELD IN CONFORMANCE WITH A RESPONSIBLE OFFICER OF THE REGISTRY OF PROFESSIONAL ENGINEERS.



**FIRST FLOOR AND ROOF DRAINAGE PLAN SCALE 1:100**



*Ernie Moland*

*J. Arute*

*[Signature]*  
 AUTHORIZED OFFICER

| NO. | DESCRIPTION       | DATE        | BY  |
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| 75  | ...               | ...         | ... |
| 76  | ...               | ...         | ... |
| 77  | ...               | ...         | ... |
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| 79  | ...               | ...         | ... |
| 80  | ...               | ...         | ... |
| 81  | ...               | ...         | ... |
| 82  | ...               | ...         | ... |
| 83  | ...               | ...         | ... |
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| 85  | ...               | ...         | ... |
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| 88  | ...               | ...         | ... |
| 89  | ...               | ...         | ... |
| 90  | ...               | ...         | ... |
| 91  | ...               | ...         | ... |
| 92  | ...               | ...         | ... |
| 93  | ...               | ...         | ... |
| 94  | ...               | ...         | ... |
| 95  | ...               | ...         | ... |
| 96  | ...               | ...         | ... |
| 97  | ...               | ...         | ... |
| 98  | ...               | ...         | ... |
| 99  | ...               | ...         | ... |
| 100 | ...               | ...         | ... |



Film

**Consent to Positive Covenant**



National Australia Bank Limited  
ABN 12 004 044 937

**Annexure to Positive Covenant**

THIS IS AN ANNEXURE TO **POSITIVE COVENANT** WITH ERICK MEGUID AND SARINA MEGUID AS REGISTERED PROPRIETOR AND CANADA BAY COUNCIL AS PRESCRIBED AUTHORITY

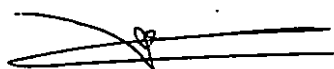
DATED: **12 OCTOBER 2017**

TORRENS TITLE: **83/5167**


NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of **Mortgage Registered No. AK362581** hereby consents to the within **Positive Covenant** but without prejudice to and reserving all its rights powers and remedies under its Security.

DATED at Liverpool this 24th day of October 2017.

**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 3 Attorney under )  
Power of Attorney Registered No. 39 )  
Book 4512 in the presence of: )

  
\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name **TRAM DUONG ASSOCIATE**

  
\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Print Name **MICHELLE WAINWRIGHT BUSINESS BANKING MANAGER**

Form: 13RPA  
Release: 3-1

**RESTRICTION ON THE  
USE OF LAND BY A  
PRESCRIBED AUTHORITY**  
New South Wales



**AM838252V**

Section 88E(3) Conveyancing Act 19

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

(A) **TORRENS TITLE**

83/5167

(B) **LODGED BY**

|                                |  |                   |
|--------------------------------|--|-------------------|
| Document Collection Box<br>(w) | Name, Address or DX, Telephone, and Customer Account Number if any<br>Anderson Lawyers<br>DX8510 Burwood 9715 6400<br>Reference: DA:jc:17-0771 | CODE<br><b>RV</b> |
|--------------------------------|--|-------------------|

(C) **REGISTERED PROPRIETOR**

Of the above land  
Erick John Aaron MEGUID and Sarina MEGUID

(D) **LESSEE MORTGAGEE OR CHARGE**

|  |                      |      |
|--|----------------------|------|
| Of the above land agreeing to be bound by this restriction |                      |      |
| Nature of Interest   | Number of Instrument | Name |
| Mortgage   | N.A.                 | N.A. |

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919  
Canada Bay Council

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.  
**DATE 12 OCTOBER 2017**

(G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *Edna Sorensen*  
Name of witness: Edna Sorensen  
Address of witness: 1A Marlborough Street  
Drumoyne

Signature of authorised officer: *[Signature]*  
Name of authorised officer: SHANNON ANDERSON  
Position of authorised officer: COORDINATOR STATUTORY PLANNING  
AUTHORISED UNDER SECTION 37B OF THE LOCAL GOVERNMENT ACT, 1993

I certify I am an eligible witness and that the registered proprietor signed this dealing in my presence.  
[See note\* below]

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor.

Signature of witness: *[Signature]*  
Name of witness: DANTE ASPITE  
Address of witness: 1/137 BURWOOD RL.  
BURWOOD NSW 2134

Signature of registered proprietor: *[Signature]*

(H) The mortgagee under mortgage No. N.A. agrees to be bound by this restriction.  
I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:  
Name of witness:  
Address of witness:

Signature of mortgagee:

**ANNEXURE "A" OF RESTRICTIONS AS TO USER OF LAND BY A PRESCRIBED AUTHORITY BEING CANADA BAY COUNCIL PURSUANT TO SECTION 88E OF THE CONVEYANCING ACT 1919**

**Registered Proprietor: ERICK JOHN AARON MEGUID and SARINA MEGUID**

**Prescribed Authority: Canada Bay Council**

**Folio Identifier: 82/5167**

The Registered Proprietors covenant with the City of Canada Bay Council (the Council) that they will not:

- (i) Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.
- (ii) Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the structure and works without the express written consent of the authority.
- (iii) This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

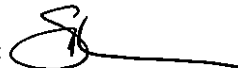
**Structure and Works** shall mean the on-site stormwater detention system constructed on the land as set out in the plan annexed hereto and marked with the letter letter 'B' being the Work as Executed plan prepared by Graham Wilson (Registered Surveyor) dated 5 September 2017 (known as drawing No 512 consisting of two pages) in relation to DA 2015/0081 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

**Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence:

Signature of witness: *Edna Sorensen*  
Name of witness: *Edna Sorensen*  
Address of witness: *1A Marlborough Street  
Drumoyne*

Signature of authorised officer:   
Name of authorised officer: *SHANNON ANDERSON*  
Position of authorised officer: *COORDINATOR STATUTORY  
PLANNING  
AUTHORISED UNDER SECTION 37B  
OF THE LOCAL GOVERNMENT ACT, 1993*

**Execution by mortgagee**

I certify that an authorised officer of the mortgagee who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence:

Signature of witness:  
Name of witness:  
Address of witness:

Signature of authorised officer:  
Name of authorised officer:  
Position of authorised officer:

Execution by Registered Proprietors:  ..... 







Consent to Restriction on the Use of Land by a Prescribed Authority

National Australia Bank Limited  
ABN 12 004 044 937

Annexure to Restriction on the Use of Land by a Prescribed Authority

THIS IS AN ANNEXURE TO RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY WITH ERICK MEGUID AND SARINA MEGUID AS REGISTERED PROPRIETOR AND CANADA BAY COUNCIL AS PRESCRIBED AUTHORITY

DATED: 12 OCTOBER 2017

TORRENS TITLE: 83/5167

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage Registered No. AK362581 hereby consents to the within Restriction on the Use of Land by a Prescribed Authority but without prejudice to and reserving all its rights powers and remedies under its Security.

DATED at Liverpool this 24th day of October 2017.

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 3 Attorney under )  
Power of Attorney Registered No. 39 )  
Book 4512 in the presence of: )

Witness Signature

Print Name TRAM DUONG ASSOCIATE

Attorney Signature

Print Name MICHELLE WAINWRIGHT BUSINESS BANKING MANAGER

**APPLICANT:** Infotrack Pty Ltd  
Gpo Box 4029  
SYDNEY NSW 2000

**PLANNING CERTIFICATE - under section 10.7  
Environmental Planning and Assessment Act 1979**

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**Property:** 109 Cabarita Road CABARITA NSW 2137

**Title:** Lot 83 DP 5167

|                        |                |                          |            |
|------------------------|----------------|--------------------------|------------|
| <b>Certificate No:</b> | PC2025/3407    | <b>Certificate Date:</b> | 20/11/2025 |
| <b>Receipt No:</b>     | Online Receipt | <b>Certificate Fee:</b>  | \$178.00   |
| <b>Land No:</b>        | 17915          | <b>Applicant's Ref:</b>  | 25-2775    |

---

**IMPORTANT: Please read this certificate carefully.**

The information provided in this certificate relates only to the land described above. If you need information about an adjoining property or nearby land, a separate certificate will be required.

All information provided is correct as at the date above. Please note, it is possible for changes to occur within a short time and we recommend you only rely upon a very recent certificate.

Please contact Council's Strategic Planning section for further information about this Planning Certificate.

## SECTION 10.7(2)

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

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## SECTION 1 - Names of relevant planning instruments and development control plans

**1. (a) *The following environmental planning instruments apply to the carrying out of development on the land:***

Canada Bay Local Environmental Plan 2013

State Environmental Planning Policy (Biodiversity and Conservation) 2021  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
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 – Central River 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 (Sustainable Buildings) 2022  
State Environmental Planning Policy (Transport and Infrastructure) 2021

**(b) *The following development control plans apply to the carrying out of development on the land:***

City of Canada Bay Development Control Plan

Sydney Harbour Foreshores & Waterways Area Development Control Plan

**2. (a) *The following proposed environmental planning instruments apply to the carrying out of development on the land and are, or have been, the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979:***

Explanation of Intended Effect – Improving planning processes to deliver infrastructure faster – exhibition 6 March 2024 to 16 April 2024

Explanation of Intended Effect – Changes to deter illegal tree and vegetation clearing – exhibition 23 April 2025 to 4 June 2025

**(b) *The following draft development control plans apply to the carrying out of development on the land and are, or have been, the subject of community***

***consultation or on public exhibition under the Environmental Planning and Assessment Act 1979:***

No draft development control plans apply

Note:

1. A proposed environmental planning instrument or draft development control plan is not listed in subsection 2 if:
  - a) It has been more than 3 years since the end of the public exhibition period, or
  - b) The Planning Secretary has notified council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
2. In this section a proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

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**SECTION 2 - Zoning and land use under relevant planning instruments**

**1. (a) *Zoning details in the environmental planning instruments identified in Section 1(1(a)) above:***

**Zone R2 Low Density Residential**

**1 Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

**2 Permitted without consent**

Environmental protection works; Home occupations

**3 Permitted with consent**

Bed and breakfast accommodation; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Group homes; Health consulting rooms; Jetties; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Schools; Semi-detached dwellings; Tank-based aquaculture; Water recycling facilities

**4 Prohibited**

Any development not specified in item 2 or 3

**(b) *Additional permitted uses:***

No additional uses apply

**(c) *Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land, and if so, what are the fixed dimensions?***

No fixed minimum land dimensions apply to this land

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

No, the land is not in an area of outstanding biodiversity value

**(e) Is the land within a conservation area?**

No, the land is not within a conservation area

**(f) Is there an item of environmental heritage located on the land?**

No, there are no heritage items located on the land

**2. (a) Zoning details in the proposed environmental planning instruments identified in Section 1(2(a)) above:**

No proposed zoning applies to the land

**(b) Proposed additional permitted uses:**

No proposed additional uses apply

**(c) Are there proposed development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land, and if so, what are the fixed minimum dimensions?**

No proposed fixed minimum land dimensions apply to the land.

**(d) Is the land in a proposed area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?**

No, the land is not in a proposed area of outstanding biodiversity value.

**(e) Is the land within a proposed heritage conservation area?**

No, the land is not within a proposed heritage conservation area

**(f) Is there a proposed item of environmental heritage located on the land?**

No, there are no proposed heritage items located on the land

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## **SECTION 3 – Contributions plans**

**1. (a) The following contributions plans apply to the land**

City of Canada Bay Local Infrastructure Contributions Plan

The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024 applies.

**(b) The following draft contributions plans apply to the land:-**

No draft contributions plans apply to the land

---

## **SECTION 4 – Complying Development**

1. ***Is the land, land on which complying development may be carried out under clauses 1.17A(1)(c) to (e),(2),(3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?***

### ***Housing Code (Part 3)***

Yes, under the Housing Code complying development may be carried out on the land.

### ***Low Rise Housing Diversity Code (Part 3B)***

Yes, under the Low Rise Housing Diversity Code complying development may be carried out on the land.

### ***Pattern Book Development Code (Part 3BA)***

Yes, under the Pattern Book Development Code complying development may be carried out on the land.

### ***Housing Alterations Code (Part 4)***

Yes, under the Housing Alterations Code complying development may be carried out on the land.

### ***General Development Code (Part 4A)***

Yes, under the General Development Code complying development may be carried out on the land.

### ***Industrial and Business Alterations Code (Part 5)***

Yes, under the General Commercial and Industrial Code complying development may be carried out on the land.

### ***Industrial and Business Buildings Code (Part 5A)***

Yes, under the General Commercial and Industrial (New Buildings and Additions) Code complying development may be carried out on the land.

### ***Container Recycling Facilities Code (Part 5B)***

Yes, under the Container Recycling Facilities Code complying development may be carried out on the land.

***Subdivisions Code (Part 6)***

Yes, under the Subdivisions Code complying development may be carried out on the land.

***Demolition Code (Part 7)***

Yes, under the Demolition Code complying development may be carried out on the land.

***Fire Safety Code (Part 8)***

Yes, under the Fire Safety Code complying development may be carried out on the land.

2. **Is there a complying development code variation under clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* that applies to the land?**

No, there are no complying development code variations that apply to the land.

---

**SECTION 5 – Exempt Development**

1. ***Is the land, land on which exempt development may be carried out under clauses 1.16(1)(b1) to (d) or 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?***

***Outstanding Biodiversity Value***

Yes, exempt development may be carried out on the land as it is not a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

***Critical Habitat***

Yes, exempt development may be carried out on the land as it is not a declared critical habitat under Part 7A of the Fisheries Management Act 1994.

***Wilderness Area***

Yes, exempt development may be carried out on the land as it is not a wilderness area, or part of a wilderness area within the meaning of the Wilderness Act 1987.

***State Heritage***

Yes, exempt development may be carried out on the land as it is not land that is, or on which there is, an item that is listed on the State Heritage Register, or that is subject to an interim heritage order under the Heritage Act 1977.

***Land Excluded***

Yes, exempt development may be carried out on the land as it is not land described or otherwise identified on a map as land that is excluded from the General Exempt Development Code.

***Siding Spring Observatory***

Yes, exempt development may be carried out on the land as it is not within 18 kilometres of the Siding Spring Observatory.

2. **Is there an exempt development code variation under clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* that applies to the land?**

No, there are no exempt development code variations that apply to the land.

---

**SECTION 6 – Affected building notices and building product rectification orders**

***Is council aware that:***

1. **An affected building notice is in force in relation to the land?**  
No
2. **A building product rectification order in force is in relation to the land that has not been fully complied with?**  
No
3. **A notice of intention to make a building product rectification order given in relation to the land that is outstanding?**  
No
- 

**SECTION 7 - Land reserved for acquisition**

***Is there an environmental planning instrument, or proposed environmental planning instrument referred to in Section 1 which makes provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Environmental Planning and Assessment Act 1979?***

No

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**SECTION 8 – Road widening and road realignment**

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

- (a) Division 2 of Part 3 of the Roads Act 1993; or  
(b) Any environmental planning instrument; or  
(c) Any resolution of the Council?***

No

---

## SECTION 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.***

Unknown, Council has not undertaken a flood study in this location. Please refer to Council's Planning Controls webpage for more information on Flood Planning.

**2. *Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls.***

Unknown, Council has not undertaken a flood study in this location. Please refer to Council's Planning Controls webpage for more information on Flood Planning.

---

## SECTION 10 – Council and other public authority policies on hazard risk restrictions

**(a) *Whether or not any of the land affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of:-***

- |       |                     |     |
|-------|---------------------|-----|
| (i)   | land slip           | No  |
| (ii)  | bushfire            | No  |
| (iii) | tidal inundation    | No  |
| (iv)  | subsidence          | No  |
| (v)   | acid sulphate soils | Yes |

The land is identified as being within Class 5 on the Acid Sulfate Soil Map under the Canada Bay LEP 2013. Works prohibited without Council approval (except as provided by subclause 4 of clause 6.1 of the Canada Bay LEP 2013) include:

- Works within 500 metres of adjacent Class 1, 2, 3 or 4 land that is below 5 metres Australian Height Datum by which the watertable is likely to be lowered below 1 metre Australian Height Datum on adjacent Class 1, 2, 3 or 4 land.

- |      |               |     |
|------|---------------|-----|
| (vi) | contamination | Yes |
|------|---------------|-----|

Council has adopted by resolution a policy on contaminated land that applies to all land within the City of Canada Bay. This policy, and the application of provisions under relevant State legislation are to be implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Please note that this statement refers to whether or not Council has a policy regarding contamination and is not a statement on whether the property is affected by contamination or potential contamination. Please refer to Planning Certificate 10.7(2) – Additional Matters and Planning Certificate 10.7(5) for any

contamination information that Council is aware of in relation to the land that is the subject of this certificate.

- |        |                 |    |
|--------|-----------------|----|
| (vii)  | aircraft noise  | No |
| (viii) | salinity        | No |
| (ix)   | coastal hazards | No |
| (x)    | sea level rise  | No |

**(b) Whether or not any of the land is affected by a policy adopted by any other public authority and notified to the Council that the policy will be included in a planning certificate issued by the Council that restricts the development of the land because of the likelihood of:-**

- |        |                     |    |
|--------|---------------------|----|
| (i)    | land slip           | No |
| (ii)   | bushfire            | No |
| (iii)  | tidal inundation    | No |
| (iv)   | subsidence          | No |
| (v)    | acid sulphate soils | No |
| (vi)   | land contamination  | No |
| (vii)  | aircraft noise      | No |
| (viii) | salinity            | No |
| (ix)   | coastal hazards     | No |
| (x)    | sea level rise      | No |

### SECTION 11 – Bush fire prone land

- |            |  |     |
|------------|--|-----|
| <b>(a)</b> | <b>All of the land is bush fire prone land.</b>  | No  |
| <b>(b)</b> | <b>Some of the land is bush fire prone land.</b> | No  |
| <b>(c)</b> | <b>None of the land is bush fire prone land.</b> | Yes |

### SECTION 12 – Loose – fill asbestos insulation

**Has Council been notified that the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?**

No. Contact NSW Fair Trading for more information.

### Section 13 – Mine subsidence

***Is the land proclaimed to be in a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?***

No

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#### **SECTION 14 – Paper subdivision information**

**1. *Has a development plan been adopted that applies to the land or that is proposed to be subject to a ballot?***

No

**2. *Does a subdivision order apply to the land, and if so what is the date of the order?***

No

---

#### **SECTION 15 – Property vegetation plans**

***Has Council been notified (by the person or body that approved the plan) of the existence of a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applying to the land?***

No

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#### **SECTION 16 – Biodiversity stewardship sites**

***Has Council been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (including biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be certified under Part 5 of the Biodiversity Conservation Act 2016 )?***

No

---

#### **SECTION 17 - Biodiversity certified land**

***Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016 (including land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016)?***

No

---

#### **SECTION 18 – Orders under Trees (Disputes Between Neighbours) Act 2006**

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

No

---

**SECTION 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 to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?***

No

---

**SECTION 20 – Western Sydney Aerotropolis**

***Under Chapter 4 of State Environmental Planning Policy (Precincts – Western Parkland City) 2021 is the land:***

**(a) *In an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or***

No

**(b) *Shown on the Lighting Intensity and Wind Shear Map, or***

No

**(c) *Shown on the Obstacle Limitation Surface Map, or***

No

**(d) *In the “public safety area” on the Public Safety Area Map, or***

No

**(e) *In the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.***

No

---

**SECTION 21 – Development consent conditions for seniors housing**

***If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, are there any conditions of development consent granted after 11 October 2007 in relation to the land of a kind referred to in clause 88(2)?***

No

## SECTION 22 – Site compatibility certificates and development consent conditions for affordable rental housing

1. *Is there a current site compatibility certificate (under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which Council is aware, in relation to proposed development on the land, and if there is a certificate, what is the period for which it is current?*

No

2. *If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, are there any conditions of development consent in relation to the land of a kind referred to in clause 21(1) or 40(1)?*

No

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

No

---

## SECTION 23 – Water or sewerage services

*Has Council been notified that water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006?*

No

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## SECTION 24 – Special Entertainment Precincts

*Is the land or part of the land in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B?*

No

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## ADDITIONAL MATTERS

In accordance with the requirements of clause 290(1) of the Environmental Planning and Assessment Regulation 2021, the following additional matters relate to the land at the date of this certificate.

---

## Matters arising under the Contaminated Land Management Act 1997

**At the date at when this certificate is issued, under section 59(2) of the Contaminated Land Management Act 1997, is:-**

**(a) The land (or part of the land) to which this certificate relates significantly contaminated land?**

No

**(b) The land to which this certificate relates subject to a management order?**

No

**(c) The land to which this certificate relates the subject of an approved voluntary management proposal?**

No

**(d) The land to which this certificate relates subject to an ongoing maintenance order?**

No

**(e) The land to which this certificate relates the subject of a site audit statement and a copy of such a statement has been provided to the Council?**

No

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## **SECTION 10.7(5) ADVICE**

In accordance with section 10.7(5) of the Act the following advice is given on other relevant matters affecting the land.

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### **1. Demolition**

Under the local environmental plan applying to the land, development consent is required for the demolition of any building on the land except where the demolition complies with the exempt development requirements specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and the Canada Bay Local Environmental Plan, 2013.

### **2. Foreshore Building Line**

***Is the land affected by a foreshore building line?***

No

### **3. Other Heritage considerations**

***Is the land adjoining or opposite a heritage item under the provisions of the Local Environmental Plan applying to the land?***

Yes

***Has the property been identified as one that is contributory to the heritage values of a conservation area?***

No

***Is the land adjoining or opposite a heritage conservation area under the provisions of the Local Environmental Plan applying to the land?***

No

***Does the land contain an item of environmental heritage identified within the State Environmental Planning Policy (Biodiversity and Conservation) 2021?***

No

***Does the land contain a known Aboriginal heritage site identified by the City of Canada Bay Aboriginal Heritage Study and Management Strategy?***

No

#### **4. Permit Parking Schemes**

The City of Canada Bay co-ordinates a Resident Permit Parking Scheme, Visitor Permit Parking Scheme and Business Permit Parking Scheme. This property may be restricted from participating in an existing or future Permit Parking Scheme based on eligibility criteria or via Development Application consent condition. For more information contact Council's call centre on 9911 6555.

#### **5. Other Advice**

Not Applicable

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## **GENERAL INFORMATION**

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 2 of the Environmental Planning and Assessment Regulation 2021 and is provided only to the extent that the Council has been notified by the relevant public authorities.

When advice in accordance with section 10.7(5) is requested the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and schedule 6 of the Environmental Planning and Assessment Act 1979 which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

Any enquiries regarding State Environmental Planning Policies should be directed to the NSW Department of Planning and Environment at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)

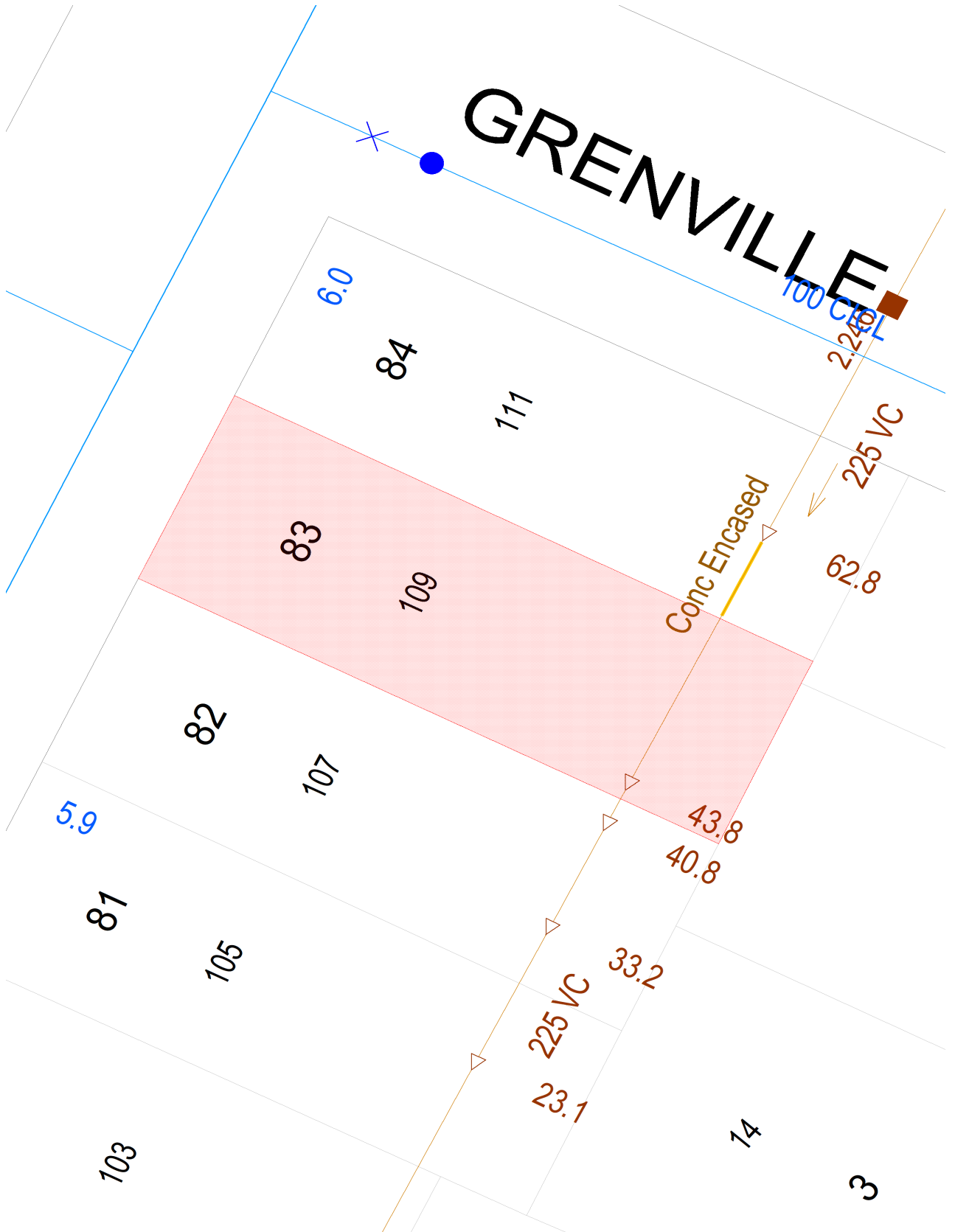
Please contact Council's Strategic Planning section for further information about this Planning Certificate.

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A handwritten signature in black ink, appearing to read 'John Clark', written in a cursive style.

John Clark  
**General Manager**

Service Location Print  
Application Number: 8004817497



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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

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

## Pipe Types

|                |                                    |                |   |
|----------------|------------------------------------|----------------|---|
| <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**.

# Sewer Service Diagram

Application Number: 8004817503

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

*M. GALASSO*

## SEWERAGE SERVICE DIAGRAM

Municipality of *Concord*

No. *683905*

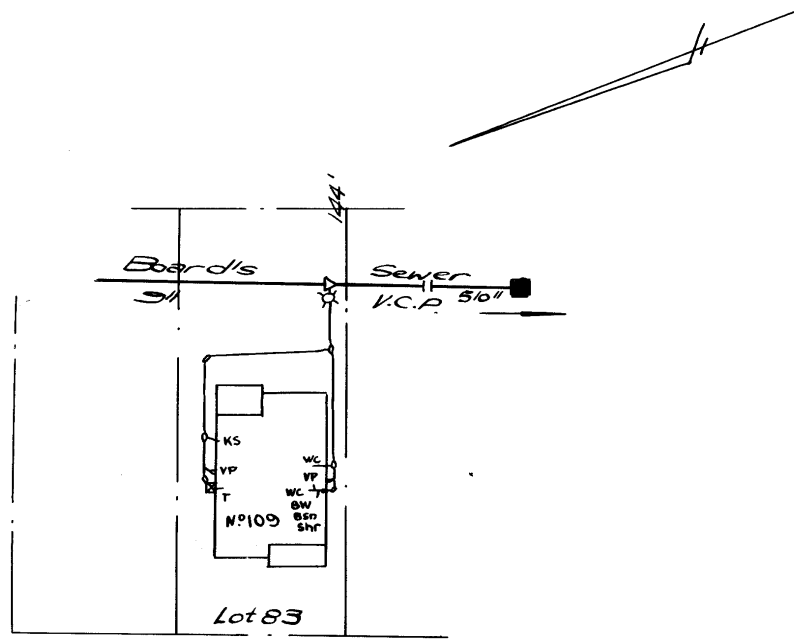
| SYMBOLS AND ABBREVIATIONS |                         |                                     |                        |                   |                          |
|---------------------------|-------------------------|-------------------------------------|------------------------|-------------------|--------------------------|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

Scale: 40 Feet To An Inch

SEWER AVAILABLE

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

GRENVILLE AVE.



CABARITA RD.

RATE No. *298* W.C.s. \_\_\_\_\_ U.C.s. \_\_\_\_\_ 19\_\_\_\_  
SHEET No. *298* OFFICE USE ONLY For Engineer House Services

| DRAINAGE  |                 |      | BRANCH OFFICE |    | PLUMBING      |      |
|-----------|-----------------|------|---------------|----|---------------|------|
| W.C.      | Supervised by   | Date | Date          | HL | Supervised by | Date |
| Bth.      | Inspector       | / /  | Outfall       | LL | Inspector     | / /  |
| Shr.      |                 |      | Drainer       |    |               |      |
| Bsn.      | Chief Inspector | / /  | Plumber       |    | 1070 209      |      |
| K.S.      |                 |      | Boundary Trap |    |               |      |
| T.        | Tracing Checked | / /  | is/required   |    |               |      |
| Ptg.      |                 |      |               |    |               |      |
| Dge. Int. |                 |      |               |    |               |      |
| Dge. Ext. |                 |      |               |    |               |      |

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**Disclaimer**

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

**G. K. WILSON & ASSOCIATES**  
A.C.N. 061 215 496  
**CONSULTING SURVEYORS**  
4 BRADLEY STREET DRUMMOYNE, 2047.  
PHONE 9719-1020 FAX 9819-6003

**IDENTIFICATION SURVEY REPORT**

**DATE:** 5/9/2017  
**OUR REF:** 20715

**CLIENT:** State Developments  
P.O. Box 3304,  
Wareemba, 2046.

**RE :** Property at 109 Cabarita Road, Cabarita, being Lot 83 in DP 5167,  
L.G.A. of CANADA BAY, Parish of CONCORD, County of CUMBERLAND.

As instructed, we have carried out a survey of the above property for identification purposes.

**REGISTERED PROPRIETOR:** ERICK JOHN AARON MEGUID & SARINA MEGIUD  
AS JOINT TENANTS.

**IDENTIFICATION:**

1. This is based on the Folio Identifier 83/5167 dated 5/9/2017.
2. The subject property is shown on the attached plan.
3. A full description of the property and improvements is as follows:

A one & two storey brick cottage with a tile roof is situated upon the lot & displays the number 109 as shown in the attached sketch. A pool also stands on the lot as shown in the attached sketch.

**ENVIRONMENTAL PLANNING & ASSESSMENT (SAVINGS & TRANSITIONAL)  
REGULATION 1998**

4. The cottage is located on the property as shown in the attached sketch. Council will determine compliance of the cottage.

**DEFINITION OF BOUNDARIES OF THE SUBJECT PROPERTY:**

5. In our opinion the boundaries of the subject properties are as in DP 5167.

**POSITION OF FENCES**

6. The subject property is fenced as shown in the attached sketch.

**ENCROACHMENTS**

7. There are no encroachments by or upon the subject property as shown in the attached sketch:

No attempt was made to investigate subterranean encroachments.

**EASEMENTS & COVENANTS**

8. There are easements recorded on the Folio Identifier:
  1. A367428 Covenant

**FINISHED LEVELS**

9. The finished levels are: Garage 13.88 FFL 14.00 Ridge 21.97.

**NOTE**

This survey is for identification purposes only & as such is not registered by Land & Property Information NSW. Subsequent registered surveys in this area may affect the boundary definition shown on this sketch. Any differences caused to the boundary definition shown on this sketch are beyond the control of G.K. Wilson & Associates who can accept no responsibility for such differences. If structures are to be erected, the boundaries must be marked.

YOURS FAITHFULLY

G. K. WILSON  
SURVEYOR REGISTERED UNDER  
THE SURVEYING ACT 2002.





# FINAL OCCUPATION CERTIFICATE

ISSUED UNDER THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979  
SECTIONS 109C (1) (b), 81A (2) AND 81A (4)

## APPLICANT

Name: ERICK AND SARINA MEGUID  
Address: 34 CRANE STREET  
CONCORD NSW 2137

## DEVELOPMENT APPLICATION

Development Consent No: DA-2015/0081  
Date of Determination: 16.07.2015

## CONSTRUCTION CERTIFICATE ISSUED BY CRAIG FLELLO

Construction Certificate: CC: 240-2015  
Date of Determination: 29.02.2016

## SUBJECT LAND DETAILS

Address: **109 CABARITA ROAD, CABARITA.**

### BUILDING DETAILS

Classification: 10a, 10b

Description: DEMOLITION OF EXISTING DWELLING AND CONSTRUCTION OF NEW TWO STOREY DWELLING WITH IN-GROUND POOL..

- Copy of the Development Consent
- Copy of the Construction Certificate

## LIST OF CRITICAL STAGE INSPECTIONS CARRIED OUT

FOOTINGS, SLAB, ROOF FRAME, WATERPROOFING.

# FINAL OCCUPATION CERTIFICATE

SURVEY REPORT BY G.K. WILSON DATED 04.09.2017  
PLUMBING CERTIFICATE BY DIGGA'S PLUMBING DATED 30.08.2017  
STORMWATER CERTIFICATE BY TAA CONSULTING DATED 12.09.2017  
WATER SAVING/ ENERGY RATING CERTIFICATE BY STATE DEVELOPMENTS NSW  
DATED 31.08.2017  
ALUMINIUM CERTIFICATE BY SHORCODE WINDOWS & DOORS DATED 28.08.2017  
TERMITE CERTIFICATE BY KORDON DATED 23.08.2017  
TERMITE CERTIFICATE BY SENTINEL PEST CONTROL DATED 04.03.2015  
WATERPROOFING CERTIFICATE BY ONE SEAL WATERPROOFING DATED 28.08.2017  
GLAZING CERTIFICATE BY SYDNEYFRAMELESSGLASS DATED 01.09.2017  
APPOINTMENT OF NEW PCA

Approved / refused: **APPROVED**

Date of Determination: 09 MARCH 2018

Occupation Certificate No: OC/057/2018

Certificate Details: CRAIG FLELLO certifies that he has been appointed as the Principal Certifying Authority under section 109E of the Environmental Planning & Assessment Act.

A Development Consent is in force with respect for the building.

A Construction certificate has been issued with respect to the plans and specifications for the building.

The building is suitable for occupation for use in accordance with its classification under the Building Code of Australia.

All work has been completed substantially in accordance with the approved D/A and CC

## PRINCIPAL CERTIFYING AUTHORITY

Certifying Authority: CRAIG FLELLO  
PO BOX 608  
WEST RYDE NSW 1685

Accreditation No: BPB 0121

## SIGNATURE:



CRAIG FLELLO  
ACCREDITED CERTIFIER

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Erick John Aaron MEGUID and Sarina MEGUID  
Purchaser:  
Property: 109 Cabarita Road CABARITA NSW 2137  
Dated:

---

### Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (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 Properties 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 outgoing 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. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. Subject to the Contract, 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 (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 s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 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 s7.4 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 or 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?

- 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 RW 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.

## NSW SWIMMING POOL REGISTER

### Certificate of Registration

#### Section 30C – Swimming Pools Act 1992

|                       |  |
|-----------------------|--|
| Pool No:              | afea9313   |
| Property Address:     | 109 CABARITA ROAD CABARITA                         |
| Date of Registration: | 23 March 2018                                      |
| Type of Pool:         | An outdoor pool that is not portable or inflatable |
| Description of Pool:  | ABOVE GROUND                                       |

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance