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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Stone Real Estate | Drummoyne / Concord** **53 First Avenue, Rodd Point NSW 2046** **Email: phillipmassa@stonerealestate.com.au**	**Phone: 9033 0418** **Ref: Phillip Massa**
co-agent		
vendor	**Dragana Lukic** **17 Ingham Avenue, Five Dock NSW 2046**	
vendor's solicitor	**Infinity Conveyancing** **PO Box 690, Five Dock NSW 2046** **Email: sebastian@infinityconvey.com.au**	**Phone: 0422 835 566** **Ref: 25-288**
date for completion	**Refer to clause 61** (clause 15)	
land (address, plan details and title reference)	**17 Ingham Avenue, Five Dock NSW 2046** **Lot 13A in Deposited Plan 170403** **Folio Identifier 13A/170403**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☒ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
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: cubby house, garden shed, microwave.			

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."

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

VENDOR (COMPANY)		**PURCHASER (COMPANY)**	
Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:		**Signed** by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:	
_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person
_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person
_____ Office held	_____ Office held	_____ Office held	_____ Office held

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Choices

Vendor agrees to accept a ***deposit-bond***	☒ NO ☐ yes
Nominated *Electronic Lodgement Network (ELN)* (clause 4):	PEXA
Manual transaction (clause 30)	☒ NO ☐ yes (if yes, vendor must provide further details, including any applicable exception, in the space below):

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

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

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

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

Purchaser must make an *GSTRW payment* (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide details)

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

***GSTRW payment* (GST residential withholding payment) – 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):

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☐ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☐ 58 disclosure statement - off-the-plan contract
- ☐ 59 other document relevant to off-the-plan contract

Other

- ☐ 60

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

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SECTION 66W CERTIFICATE

I,
of ,
certify as follows:

1. I am a currently admitted to practise in New South Wales.

2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 17 Ingham Avenue, Five Dock NSW 2046, from **Dragana Lukic**
   to
   in order that there is no cooling off period in relation to that Contract.

3. I do not act for **Dragana Lukic** and am not employed in the legal practice of a solicitor acting for **Dragana Lukic** nor am I a member or employee of a firm of which a Solicitor acting for **Dragana Lukic** is a member or employee.

4. I have explained
   to :
   (a) The effect of the Contract for the purchase of that property;
   (b) The nature of this Certificate; and
   (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period in relation to the Contract.

Dated: _____

_____

Conditions of Sale by Auction

Part 3, Clause 18 of the Property and Stock Agents Regulation 2022

(1) The following conditions are prescribed as applicable to 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 unless the auction relates solely to livestock,

(b) a vendor bid must not be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of vendor bids that may be made,

(c) the highest bidder is the purchaser, subject to any reserve price,

(d) if there is a disputed bid—

(i) the auctioneer is the sole arbitrator, and

(ii) the auctioneer's decision is final,

(e) the auctioneer may refuse to accept a 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 must not be made or accepted after the fall of the hammer,

(h) as soon as practicable after the fall of the hammer the purchaser must sign the agreement for sale, if any.

(2) The following conditions, in addition to the conditions prescribed by subsection (1), are prescribed as applicable to the sale by auction of residential property or rural land—

(a) all bidders must be registered in the Bidders Record and display the identifying number allocated to the person when making a bid,

(b) subject to the condition prescribed by subsection (3)(a)—

(i) the auctioneer may make only 1 vendor bid at an auction for the sale of residential property or rural land, and

(ii) no other vendor bid may be made by the auctioneer or another 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 the conditions prescribed by subsections (1) and (2), are prescribed as applicable to the sale by auction of co-owned residential property or rural land or the sale of co-owned residential property or rural land by a seller as executor or administrator—

(a) more than 1 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 all co-owners, executors or administrators or a person registered to bid on behalf of a co-owner, executor or administrator.

(4) The following condition, in addition to the conditions prescribed by subsection (1), is prescribed as applicable to the sale by auction of livestock—

The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor, the full amount of the purchase price—

(a) if the amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or

(b) if the amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of the amount, or

(c) if some other time for payment is specified in a written agreement between the purchaser and the agent, or the purchaser and the vendor, made before the fall of the hammer—before or at the time specified in the agreement.

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.

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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.

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WARNINGS

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

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. 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.

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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.

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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*.

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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 *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *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 *serving* 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*.

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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 *serving* 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 *serving* 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.

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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.

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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).

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

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

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

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

19 Rescission of contract

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

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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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.

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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.

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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 earnt 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.

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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.

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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.

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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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Additional Clauses to the Contract for the Sale and Purchase of Land.

Purchaser's Acceptance of Discharges and Withdrawals

33. Upon completion, the vendor will hand to the purchaser a proper form of Discharge of Mortgage or Withdrawal of Caveat as the case may be in registrable form in respect of any Mortgage or Caveat registered on the title to the property and will allow the purchaser the registration fee payable thereon and the purchaser shall make no requisition or objection requiring the registration of such discharge or withdrawal prior to completion.

Whole of Agreement

34. The parties shall not be bound by any representation, warranty, condition, promise or other statement not set out in writing in full in this Contract whether made by a party or any other person acting or purporting to act on behalf of a party.

Limit of Agent's Authority

35. The purchaser acknowledges that any identity referred to as vendor's agent was employed only to find a purchaser and was given no authority to vary the terms and/or clauses of the Contract and/or to make statements as agent of or in any other way binding on the vendor, whether orally in writing, by advertisement or otherwise unless authorised by the said vendor in writing so to do.

Incapacity of Parties

36. Without in any way negating, limiting or restricting any rights or remedies which would have been available had this clause not been included, should the purchaser or any person included in that term or the vendor or any person included in that term prior to completion die or become mentally ill, then the other party may rescind this Contract by notice in writing and thereupon this Contract shall be at an end and the provisions of clause 19 of this Contract shall apply. FURTHER if any corporation being a party to this Contract prior to completion enters into any scheme with its creditors or makes any arrangement for the benefit of creditors or application is made to wind up that party or a liquidator or provisional liquidator, receiver or official manager or administrator is appointed in respect of that party, then the other party may rescind this Contract by notice in writing and thereupon this Contract shall be at an end and the provisions of clause 19 of this Contract shall apply.

Interest Payable on Delayed Completion

37. In the event that this Contract is not completed within the time prescribed in clause 15 (or if the vendor is not ready or willing to complete on that date, from such later date on which the vendor is ready and willing to complete) interest shall be payable up to and including the date of completion, on the balance of the purchase price at the rate of ten per centum per annum and from the expiry of the time referred to in clause 15 shall accrue and is payable on completion or

on termination of the Contract for breach by the purchaser.

Length of Notice to Complete

38. In addition to the rights set out in this Contract for sale and purchase of land, the purchaser agrees that in the event that this Contract is not completed within the time prescribed in clause 15 then at any time thereafter the vendor shall be entitled to give the purchaser a notice to complete requiring completion of this Contract within a period of not less than fourteen (14) days after the service of such notice (being fourteen (14) days exclusive of the day of service but inclusive of the last day prescribed by the notice for completion) and making time of the essence of this Contract in such regard and such period of fourteen (14) days for all purposes shall be deemed a reasonable time and provided that the vendor shall be entitled to withdraw any notice to complete issued pursuant to this clause and subsequently issue a further notice in lieu thereof.

Legal Costs of Delayed Completion

39. If completion of this Contract does not take place on or before the completion date 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) inclusive of GST to cover legal costs and other expenses incurred by the vendor as a consequence of the delay. The purchaser hereby acknowledges that the interest rate stated in clause 37 and the costs and expenses aforesaid represent a genuine pre-estimate of the liquidated damages likely to be suffered by the vendor as a result of completion not taking place on or before the completion date and it is an essential term of this Contract that the interest and costs and expenses as provided by clause 37 and this clause.

Settlement Cancellation Charge

40. If the vendor’s conveyancer attends to settlement and the settlement is subsequently cancelled for any reason on the agreed and/or scheduled day (other than the due to the wilful default on the part of the vendor), the purchaser must pay to the vendor in addition to any money payable under this Contract, the sum of two hundred and twenty dollars ($220.00) for the additional professional fees and other expenses incurred by the vendor as a result of the cancellation of settlement. The purchaser acknowledges that the sum of two hundred and twenty dollars ($220.00) is a genuine pre-estimate of the additional expenses and it is an essential term of this Contract that such amount must be paid on or before settlement.

Condition of Property

41. The purchaser warrants to the vendor that:-

    a) the purchaser enters into this Contract solely in reliance upon his own inspection of the property or inspections made on the purchaser's behalf

and not in reliance on any statement of the vendor or anyone on the vendor's behalf;

b) no-one on the vendor's behalf has made any representation with respect to the condition of the property;

and the purchaser is purchasing the property in its present condition and state of repair subject to any infestation and dilapidation, any defects whether they be latent or patent and the structures whether they be legal or illegal and shall make no objection or requisition or claim for compensation or rescind this Contract in respect of the same. Subject to any prescribed items implied by law and notwithstanding any other provision in this Contract, the purchaser accepts the vendor's title to the property and waives all requisitions on title and objections to title. This clause shall not merge on completion.

Adjustments on Issue of Notice to Complete

42. In the event that the vendor issues a notice to complete on the purchaser and therewith or subsequently thereto but prior to the date fixed for completion in such notice serves a statement of the vendor's calculation of the adjustments of rates and other adjustments to be made pursuant to this Contract then apart from any manifest error such adjustments shall be deemed to be correct unless not less than twenty four (24) hours prior to the date fixed for completion, the purchaser serves on the vendor a statement setting out the purchaser's calculation of adjustments to be made pursuant to the Contract and setting out those matters in respect to which the purchaser disputes the adjustments made by the vendor and the reasons for the matters disputed.

Interpretation and Severability

43. a) If there is any inconsistency between the Standard Form Contract for the Sale and Purchase of Land and these Additional Clauses, these Additional Clauses prevail.

b) In this Contract unless the contrary intention appears, a reference to:

(i) the singular includes the plural and vice versa;

(ii) any gender includes all other genders;

(iii) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government;

(iv) a person includes the person's executors, administrators, successors and substitutes (including persons taking by novation and assigns); and

(v) a body or authority includes any replacement body, authority or person serving the same function or acting in the same capacity

as that body or authority.

c) Each clause, sub-clause and additional clauses of this Contract shall be severable from each other clause, sub-clause and additional clause and the invalidity or unenforceability of any clause, sub-clause or any additional clause for any reason, shall not prejudice or in any way affect the validity or enforceability or any other clause, sub-clause or additional clause.

Agent's Commission

44. The purchaser warrants that they have not been introduced to the vendor for the property comprised in this Contract by any real estate agent other than the vendor's agent named herein. The purchaser hereby indemnifies the vendor against any claim by any agent other than the vendor's agent named herein for commission in respect of the sale (including all costs and expenses in relation to any enforcement action) arising as a result of any breach of the said warranty. This clause does not merge on completion.

Amendment to Standard Contract for the Sale and Purchase of Land

45. The following clauses comprised in this Contract shall be amended as follows:-

a) clause 7.1.1 is amended by deleting “5%” and inserting “any amount claimed”.

b) the words “on reasonable grounds” are deleted from clause 8.1.1.

c) clause 8.2.2 is deleted.

d) clause 10.1.8 is amended by deleting “substance” inserting “existence”.

e) clause 11 is deleted.

f) clause 12.1 and 12.2 are deleted.

g) clause 14.4.2 is deleted.

h) clause 14.8 is amended by deleting “or any adjoining footpath or road”.

i) clause 16.4 is deleted.

j) clause 17.3 is deleted.

k) clause 20.8 is deleted.

l) clause 31.2 is deleted.

Adjustment for Water & Sewerage Usage

46. The vendor must on completion allow amounts for water and sewerage usage charges for which the relevant authority has not issued accounts. The amounts must be calculated by multiplying:-

a) The number of unbilled days up to and including the adjustment date by;

b) The average charge per day for usage for the last period for which an account issued.

Pre Completion Inspection

47. For the purposes of clause 12.3 "Pre-completion Inspection" shall be an inspection of the property by the purchaser, or any one of them, or by any person authorised by them, which inspection shall be made either on the day of completion or not more than three (3) days prior thereto.

Foreign Investment Review Board Approval

48. The purchaser acknowledges that the purchaser has warranted to the vendor:-

a) that the purchaser is resident or is a temporary resident in Australia (whether a natural person or a corporation):-

b) that the Foreign Takeovers Act, 1975 (Commonwealth) could not therefore apply to the purchaser or to this purchase.

c) in the event that the Foreign Takeovers Act, 1975 is found to apply to the purchaser and to this transaction, the purchaser will indemnify the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof and shall pay all such monies as would restore the vendor to the position the vendor would have enjoyed if that warranty had been correct.

This warranty and indemnity shall not merge on completion.

Guarantee

49. a) This clause applies if the purchaser is a company.

b) For purposes of this Contract “Covenantor” means the directors, those holding shares in the capital of the purchaser and the officers or persons who signed this Contract on behalf of the purchaser or who witness the fixing of the purchaser’s common seal on this Contract. The obligations of those comprising the Covenantors shall be joint and several.

c) In consideration of the vendor at the request of the Covenantor entering into this Contract the Covenantor:-

i. Covenants with the vendor that the Covenantor will be with the purchaser jointly and severally liable to the vendor for the due performance of all the terms and conditions on the part of the purchaser contained in this Contract; and

ii. Guarantee to the vendor the punctual payment of all money payable by the purchaser under this Contract and the performance of the terms and conditions of this Contract.

d) If for any reason this Contract is not enforceable by the vendor against the purchaser in whole or in part, the Covenantor shall indemnify the vendor against all loss, including all money which would have been payable by or recoverable from the purchaser had this Contract been enforceable against the purchaser.

Release of Deposit

50. a) In the event that the vendor is purchasing another property then notwithstanding anything herein appearing the purchaser shall forthwith upon being requested in writing addressed to the purchaser or his/her solicitor/conveyancer authorising the depositholder to release the deposit or so much hereof as is required by the vendor to enable the vendor to pay the deposit on the property which they alone or with any other person is purchasing.

b) In the event that the vendor requires the use of the deposit, or part thereof, for the purpose aforesaid, the depositholder is hereby authorised by the parties to the Contract to release the deposit, or part thereof, to the vendor for such purpose or paid to the Revenue NSW for the payment of Stamp Duty.

Inclusions

51. a) The vendor does not make any representation or warranty about the state of repair or condition of the inclusions and the purchaser accepts them in their state of repair and condition at the date of this Contract.

b) The vendor is not responsible for the loss of, damage to (other than loss or damage due to the act or default of the vendor), mechanical breakdown in, or fair wear and tear to, the inclusions which occurs after the date of this Contract.

Credit Code

52. The purchaser acknowledges that the vendor has entered into this Contract on the purchaser's warranty that:

a) the purchaser does not require credit in order to pay for the Property; or

b) if the purchaser requires credit in order to pay for the Property, the purchaser has obtained such credit on reasonable terms prior to the date of this Contract.

c) the purchaser shall not have any right to terminate this Contract by virtue of any non-availability of credit as at the completion date.

Goods and Services Tax (GST)

53. The purchaser warrants that the property will be used predominantly for residential accommodation. The purchaser shall indemnify the vendor against any liability to pay GST arising from any breach of this warranty. This clause shall not merge on completion.

Building Legislation Amendment (Smoke Alarms) Act 2005

54. a) The vendor discloses that to the best of their knowledge and belief the property complies with the Building Legislation Amendment (Smoke Alarms) Act 2005;

b) In the event that the property does not so comply then the purchaser shall be responsible after the date hereof for all and any works required to comply with the said Act and any regulations made under it;

c) No claim or requisition or delay in completion shall occur as a result of any non-compliance at the date of this Contract.

Section 52A

55. Subject to Section 52A of the Conveyancing Act 1919, as amended, and the regulations made there under:-

a) the vendor gives no warranty, undertaking or condition that the property is suitable for any purpose or usage, as a condition of the property or the extent, nature or state of repair of any improvements thereon and the purchaser shall be deemed to have relied entirely upon his/her/their enquiries absolutely.

b) notwithstanding anything to the contrary herein contained the express or implied, the purchaser acknowledges by his/her/their execution hereof that he/her/their has satisfied himself/herself/themselves in all

respects as to the zoning of the property and as to any restrictions imposed thereon by any Municipal, Shire, Government, Semi-government or other public authority and will raise no objection, requisition or claim for compensation in relation to any such matter as hereinbefore stated nor shall the purchaser have any right to rescind or terminate this Contract.

c) no objection, requisition or claim for compensation shall be made by the purchaser nor shall the purchaser have any right to rescind or terminate this Contract if it should be found that any boundary of the property be not fenced or that any boundary, wall or fence or any other part of the property shall not be upon or within such boundary.

d) the vendor shall not be required to establish any easement, right or privilege in respect of any service through upon, over or under the property. If any water or sewerage main or any stormwater pipe or drain passes through over or under the property, or if any sewer manhole or vent be upon or in the property, the purchaser shall not raise any requisition, objection or claim for compensation in respect thereof, nor shall the purchaser have any right to rescind or terminate the Contract.

Entitlement to Issue Notice to Complete

56. The vendor shall be entitled to serve a notice pursuant to clause 38 even though at the date of such notice the property may be subject to a charge for land tax.

Any Boundary

57. No objection requisition or claim for compensation shall be made by the purchaser if on or before completion of this Contract it may be found that any boundary of the property not be fenced or that any boundary fence or wall shall not be on or within such boundary.

Service Location Diagram and Sewer Service Diagram

58. The purchaser shall make no objection, requisition or claim for compensation whether under clause 7 or otherwise by reason of any matter or thing referred to in the copy of the Service Location Diagram and/or the Sewer Service Diagram attached hereto and issued by Sydney Water.

Services

59. The purchaser shall take title subject to the existing water, sewerage and drainage, gas and electricity telephone or other installations services and utilities. The purchaser shall make no objection, requisition or claim for compensation whether under clause 7 or otherwise by reason of any matter

or thing disclosed and in respect of:-

a) the nature, location, availability or non –availability of any of them

b) any of them being a joint service with any other property

c) any service for any other property or any connections for any other property which pass through the property

d) any sewer or water main or connection which passes through in or over the property

e) any manhole or vent on the property; and

f) the absence of any rights or easements in respect of any of those installations or services or utilities or in respect of the mains, pipes or connections to or from the property for them.

Extension to Cooling-off Period

60. In the event that this Contract is subject to a cooling-off period and the purchaser requests and is granted an extension to the cooling-off period by the vendor, then in such event, the purchaser shall pay, for each request and grant (if multiple), the sum of two hundred and twenty dollars ($220.00) to cover professional fees and other expenses incurred as a consequence of the extension to the cooling-off period, as a genuine pre-estimate of those additional expenses.

Completion

61. Completion of this Contract shall take place on or before the expiration of ninety-one (91) days from the date hereof provided always that the vendor will have the right to require the purchaser to complete at any time after the expiration of twenty-eight (28) days from the date hereof by giving to the purchaser or their solicitor, written notice of such requirement to complete at least fourteen (14) days before the required completion date.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 13A/170403

SEARCH DATE	TIME	EDITION NO	DATE
18/7/2025	4:05 PM	5	20/11/2023

LAND

LOT 13A IN DEPOSITED PLAN 170403
AT FIVE DOCK
LOCAL GOVERNMENT AREA CANADA BAY
PARISH OF CONCORD COUNTY OF CUMBERLAND
TITLE DIAGRAM DP170403

FIRST SCHEDULE

DRAGANA LUKIC (T AN861553)

SECOND SCHEDULE (4 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 A93546 COVENANT
3 A604566 COVENANT
4 AT616178 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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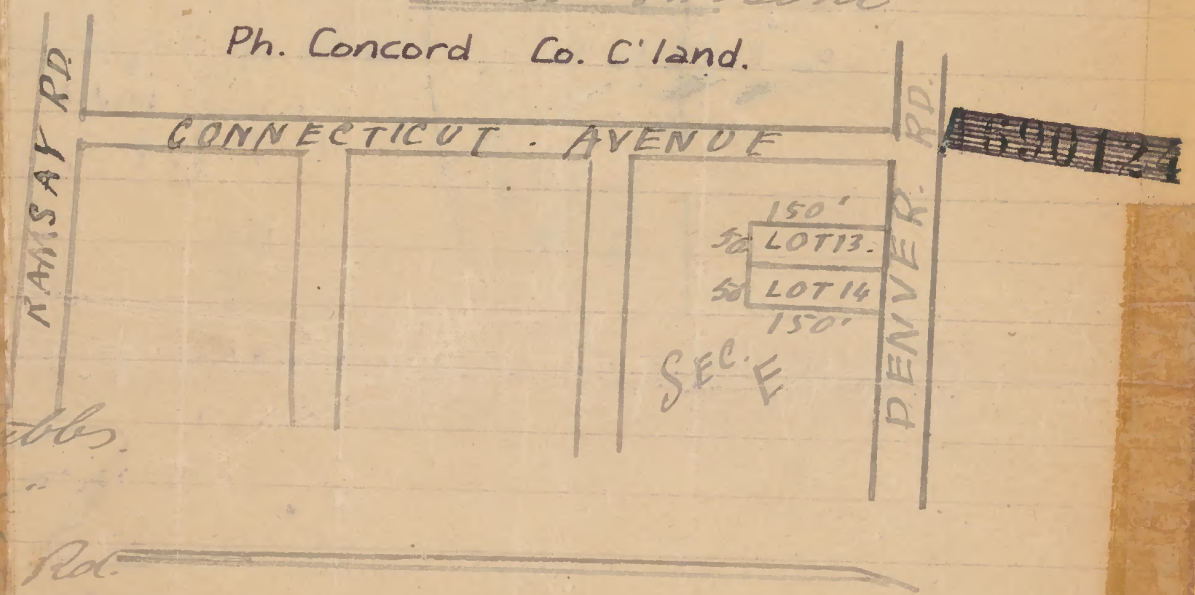
Received: 18/07/2025 16:05:10

Req:R607891 /Doc:DP 0170403 P /Rev:18-Mar-2019 /NSW LRS /Prt:18-Jul-2025 16:05 /Seq:1 of 2
© Office of the Registrar-General /Src:TRISearch /Ref:25-288

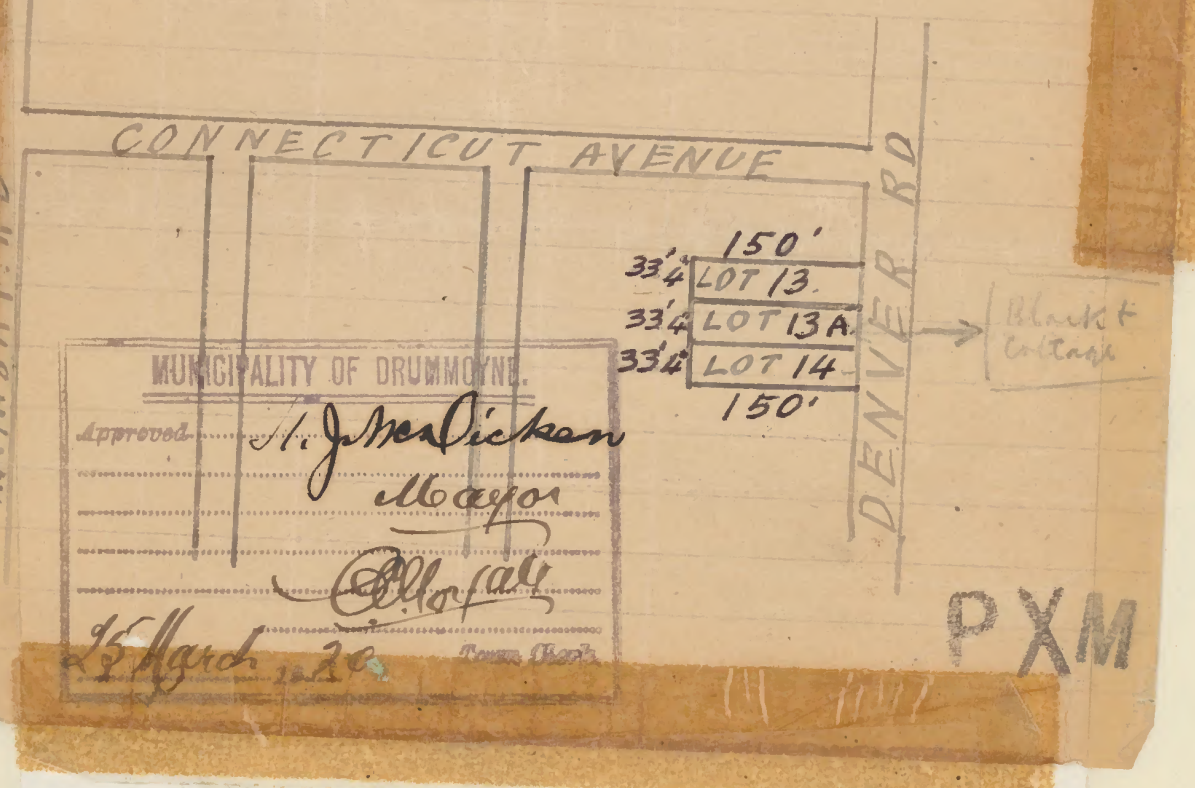
A690125 F.P.170403

Application for Subdivision
Land at Present

Ph. Concord Co. C'land.



Subdivision Required.



PXM

Req:R607891 /Doc:DP 0170403 P /Rev:18-Mar-2019 /NSW LRS /Prt:18-Jul-2025 16:05 /Seq:2 of 2
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CONVERSION TABLE ADDED IN
DEPARTMENT OF LANDS

DP 170403

FEET	INCHES	METRES
33	4	10.160
50	-	15.240
150	-	45.720

Req:R607890 /Doc:DL A093546 /Rev:23-Apr-2009 /NSW LRS /Pgs:ALL /Prt:18-Jul-2025 16:05 /Seq:1 of 4
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Transfer 30/-
Endorsement .....
Certificate .....
3/14 £ : :

FEE SIMPLE.

A93546B

MEMORANDUM OF TRANSF

(REAL PROPERTY ACT, 1900.)

A 93546

N.S.W. DEPARTMENT 30.3.14 X OF STAMP DUTIES

REGISTRAR-GENERAL NEW-SOUTH-WALES

St 8121

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

A93546

I,[a] The State Investment Company of New South Wales Limited

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

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

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

being registered as the proprietor of an Estate in *fee simple*[b] in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,[c] in consideration of[d] Eighty one pounds five shillings (£81-5-0)

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

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.

paid to ~~me~~ it by[e] Frederick Evans of Lidcombe Tramway Employee

the receipt whereof I hereby acknowledged

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

~~do~~ doth hereby ~~transfer to the said~~[f] at the request of said Frederick Evans transfer to his wife Margaret Evans also of Lidcombe

g Area, in acres, roods, or perches.

ALL ~~my~~ its Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing[g]

h Parish or town and county.

situate in[h] Parish Concord County Cumberland

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

j "Crown Grant," or "Certificate of Title."

being[i] part of the land comprised in[j] Certificate of Title

k Strike out if not appropriate.

dated 19 August 1912 registered volume No. 2283 folio 122

[k] And ~~also in the pieces of land as follows~~:— being Lot 13 (Thirteen) Section ~~(2)~~ E ~~two~~ Fairlight Estate of Deposited Plan 5738

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.

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

And the said Margaret Evans doth hereby for herself her heirs executors administrators and assigns COVENANT AND AGREE with the said The State Investment Company of N. S. W. Limited and its assigns that she the said Margaret Evans her heirs executors administrators and assigns shall not nor will at any time hereafter erect or permit or suffer to be erected on the lot hereby transferred any main building except of brick and/or stone with roof of slate or tile the cost of which building shall not be under the value of Three hundred pounds (£300:0:0:) and that on the erection of any such building the said lot shall be fenced.

And also that she the said Margaret Evans her heirs executors administrators and assigns shall not erect any advertisement hoarding on the lot hereby transferred.

[Rule up all blanks before signing.]

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

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MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.

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

THE STATE INVESTMENT COMPANY OF NEW SOUTH WALES LIMITED.

The Common Seal of The State Investment Company of New South Wales Limited was hereto affixed by the Managing Director this 27th day of March 1914 in the presence of

G. W. Sherring for Secretary

[signature] Managing D

[Rule up all blanks before signing.]

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 Transferror is known, no further authentication is required. Otherwise the ATTESTING WITNESS 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 Transferror or Transferree signs by a mark, the attestation must state "that the "instrument was read "over and explained to "him, and that he "appeared fully to un-"derstand 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

m

Transferror.*

Signed*

I direct above transfer

S. Evans

Witness

E. R. M. Newton

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.

St 8121

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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.

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

Signed in my presence by the said

Margaret Evans

WHO IS PERSONALLY KNOWN TO ME

E. R. M. Leech Esq

Margaret Evans

Transferree.

(* 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.

The City Mutual Life Assurance Society Limited being the Mortgagee mentioned in Memorandum of Mortgage Number 671335 dated twenty fifth day of June one thousand nine hundred and twelve DO hereby release from the said Mortgage the Land comprised in the within Memorandum of Transfer but without prejudice to the Mortgagees rights against the other Land comprised in the said Memorandum of Mortgage —

The Common Seal of The City Mutual Life Assurance Society Limited was affixed hereto by Direction of the said Society this 16th day of March 1914 in the presence of

Geo Cowley Manager

A Hogg

D. F. Beattie

Bronte G. Morris.

FORM OF DECLARATION BY ATTESTING WITNESS.*

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.

Appeared before me, at , the

day of , one thousand nine hundred and

Name of witness and residence.

the attesting witness to this instrument, and declared that he personally knew

Name of Transferror.

the person signing the same, and whose signature thereto he has attested; and that the

Name of Transferror.

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.

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

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Lot 13. Sec. E. D.P. 5738.
At Five Dock. Mun. Drummoyne.

(Subject to Covenants)

The State Investment Company of New South Wales, Limited Transferror.

Margaret Evans Transferree.

Lodged by

(Name) E. R. McSwan

(Address) Solr. 135 King St.

A 093546

Particulars entered in the Register Book, Vol. 2283 Folio 122

the 30th day of March, 1914,

at 3 minutes pt. 2 o'clock

in the after- noon.

W.R. Cobbett

Registrar General.

REGISTRAR GENERAL * NEW SOUTH WALES *

St 3121

	DATE	INITIALS
SENT TO SURVEY BRANCH	3-4-14	WR
RECEIVED FROM RECORDS	R 9.4	
DRAFT WRITTEN	4-4-14	
DRAFT EXAMINED	4-4-14	
RETD. TO RECORDS {REQUISITN. / REGISTR.		
DRAFT FORWARDED		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED	7 APR 14	
DIAGRAM COMPLETE	4-4-14	
CERTIFICATE EXAMINED	8-4-14	
ACCOUNTANT		
DEP. REGISTRAR GENERAL	8 APR 1914	

VOL. 2463 FOL. 125

A 94528

2 APR 1914

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 be 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 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 Transferree or required for the residue. By the Amendment Act of 1873, 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.

N.B.—ALL LANDS GRANTED FROM THE CROWN SINCE 1ST JANUARY, 1863, ARE, *ipso facto*, UNDER THE PROVISIONS OF THE REAL PROPERTY ACT AND MUST BE DEALT WITH IN THE FORMS PRESCRIBED BY THAT ACT

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A604566C

Endorsement .....

Certificate .....

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

FEE SIMPLE.

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

The State Investment Company of New South Wales Limited

A604566

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*[b] in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,[c] in consideration of [d] the sum of ~~Nine hundred~~ Eighty seven pounds ten (£87-10-0) paid to it by Robert Clarence Key Potter of Glanmire Deepwater in the State of New South Wales Grazier and in further consideration of the sum of one hundred and ~~thirty~~ seven pounds ten shillings paid to the said Robert Clarence Key Potter by Charles Alfred Burges Jones of Five Dock Gentleman and in further consideration of the sum of One hundred and fifty six pounds five shillings paid to ~~me by~~ the said Charles Alfred Burges Jones by Ernest Percival Stubbs of Five Dock Plumber and Vera Hillian Stubbs his wife

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

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

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

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~~ are hereby acknowledged doth hereby at the request and by the direction of the said Robert Clarence Key Potter and Charles Alfred Burges Jones testified by their being parties to and executing these presents

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

~~do hereby~~ transfer to the said Ernest Percival Stubbs and Vera Hillian Stubbs as tenants by entireties

g Area in acres, roods, or perches.

ALL ~~my~~ its Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing[g]

h Parish or town and county.

situate ~~in~~ at Five Dock Parish of Concord County of Cumberland

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

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

k Strike out if not appropriate.

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.

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

being[i] part of the land comprised in[j] Certificate of Title dated 3rd October 1919 registered volume No. 2976 folio 88

~~And also in the pieces of land as follows:—~~ and being Lot Fourteen (14) of Section E as shown on Deposited Plan No. 5738

AND the said Ernest Percival Stubbs and Vera Hillian Stubbs do~~th~~ hereby for themselves their heirs executors administrators and assigns COVENANT AND AGREE with the said The State Investment Company of New South Wales Limited and its assigns that they the said Ernest Percival Stubbs and Vera Hillian Stubbs their 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 main building of less value than THREE HUNDRED POUNDS such building to be of brick or stone with slate or tile roof AND that on the erection of any such building the said land shall be fenced AND that no advertisement hoarding shall be erected on the land above described. AND it is hereby agreed that the above covenants are appurtenant to the whole of the land comprised in the said Certificate of Title AND FURTHER that the said covenants may be released modified or varied by the Transferrors.

[Rule up all blanks before signing.]

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.

[*Price*, 6*d*.]

21 3121

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RED TO,

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

NIL

27. Common Seal of The State Investment Company of New South Wales Limited [illegible] its attorney [illegible] 9th July 1920 [illegible]
G. W. Sherring
Dec [illegible]

The State Investment Company of New South Wales Limited by its attorney
Jas. Rickard

[Rule up all blanks before signing.]

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 Transferror is known, no further authentication is required. Otherwise the ATTESTING WITNESS 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 Transferror or Transferree 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."

Repeat attestation for additional parties if required.

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
m
.....
Signed[n]

.....
*Transferror.**

Signed in my presence by the said Robert Clarence Key Potter who is personally known to me

Robert C. Key Potter
William de Francke J/P
a Justice of Peace

Signed in my presence by the said Charles Alfred Burges Jones who is personally known to me
Fred. H. Vinell
Clerk to Allen Allen & Hemsley
Solicitors Sydney

Charles A. B. Jones

* 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.

S. 421

Req:R607892 /Doc:DL A604566 /Rev:18-Jun-2009 /NSW LRS /Pgs:ALL /Prt:18-Jul-2025 16:05 /Seq:3 of 6
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STATUTORY DECLARATION.

I, JAMES BENNETT RICKARD of Summer Hill in the State of New South Wales Commonwealth of Australia Freeholder do hereby solemnly and sincerely declare that:—

1. I am the Attorney named in Power of Attorney bearing date the fifteenth day of February one thousand nine hundred and sixteen under the hand and seal of The State Investment Company of New South Wales Limited of 84b Pitt Street Sydney an attested copy of such Power of Attorney having been filed in the Land Titles Office Sydney aforesaid and Numbered 9984, by virtue of which I have this day executed a Memorandum of Transfer from the above Company to Ernest Pana Verall Stubbs for lot 14 of Section E of the Fairlight Estate as shownoon Deposited Plan No. 5738.

2. I have not received any notice or information of the revocation of the said Power of Attorney.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Declared at SYDNEY
this Eleventh day of August
one thousand nine hundred and Twenty
before me

J. B. Rickard

Dated 19

Statutory Declaration

OF

ARTHUR RICKARD & CO. LTD.

The F. Clark Printing House, 3 Rowe Street, Sydney.

Req:R607892 /Doc:DL A604566 /Rev:18-Jun-2009 /NSW LRS /Pgs:ALL /Prt:18-Jul-2025 16:05 /Seq:4 of 6
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Req:R607892 /Doc:DL A604566 /Rev:18-Jun-2009 /NSW LRS /Pgs:ALL /Prt:18-Jul-2025 16:05 /Seq:5 of 6
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o 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.

Signed in my presence by the said Ernest Percival Stubbs WHO IS PERSONALLY KNOWN TO ME Thos. Bond J.P.

Transfer to be correct for the purposes of the Real Property Act.

E. P. Stubbs

Transferree.

(*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.

Signed in my presence by the said Vera Hillian Stubbs in the presence of Thos. Bond J.P.

Vera H Stubbs.

E. VICKERY & SONS LIMITED the Mortgagee under Memorandum of Mortgage date the 23rd day of April 1920 and registered Number A 564532 from the within named (The State Investment Company of New South Wales Limited) DOTH HEREBY discharge the said Memorandum of Mortgage so far only as regards the land comprised in the within named Memorandum of Transfer but without prejudice to its rights as to the other lands comprised in the said Memorandum of Mortgage

THE COMMON SEAL of E VICKERY AND SONS LIMITED was hereto affixed by order of the Board of Directors and two of such Directors thereupon affixed their names in the presence of:-

Joseph Vickery.

J M Waterhouse

J M Tail
Secretary.

Declon R.S.W.

FORM OF DECLARATION BY ATTESTING WITNESS.[q]

Appeared before me, at , the day of , one thousand nine hundred and

[r] the attesting witness to this instrument, and declared that he personally knew

[s] the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said[t] 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 Transferror.

t Name of Transferror.

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

Req:R607892 /Doc:DL A604566 /Rev:18-Jun-2009 /NSW LRS /Pgs:ALL /Prt:18-Jul-2025 16:05 /Seq:6 of 6
© Office of the Registrar-General /Src:TRISearch /Ref:25-288

Lot 14 Sec E D.P. 5738
at Five Dock
Mun Drummoyne

Lodged by

(Name) PERCY C. LAW SOLICITOR, 19 HUNTER ST. SYDNEY

(Address)

Subject to Covenant.

A 604566

Ernest Percival Stubbs and Vera Hillian Stubbs (as tenants by Entireties) — Transferror. Transferree.

Particulars entered in the Register Book, Vol. 2976

Folio 88

the ~~13th~~ 17th day of August, 1920,
at ~~28~~ ~~minutes~~ ~~4 pt~~ 3 10 o'clock
in the ~~afternoon~~ forty noon.

B. Williams
Registrar General.

17 AUG 1920

	DATE.	INITIALS
SENT TO SURVEY BRANCH	17 AUG 1920	
RECEIVED FROM RECORDS	do	
DRAFT WRITTEN	19 AUG 1920	
DRAFT EXAMINED	20	
DIAGRAM COMPLETE	19.8.20	
DIAGRAM EXAMINED	20	
DRAFT FORWARDED		
RETD. TO RECORDS (REQUISITN. / REGISTR.)		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED		
SUPT. OF ENGROSSERS	23/8/20	
DEP. REGISTRAR GENERAL		

VOL. 3090 FOL. 102

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 be 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 Transferree or required for the residue. By the Amendment Act of 1873, 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.

N.B.—ALL LANDS GRANTED FROM THE CROWN SINCE 1ST JANUARY, 1863, ARE, *ipso facto*, UNDER THE PROVISIONS OF THE REAL PROPERTY ACT AND MUST BE DEALT WITH IN THE FORMS PRESCRIBED BY THAT ACT.

APPLICANT: **Infinity Conveyancing**
Po Box 690
FIVE DOCK NSW 2046

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

Property: **17 Ingham Avenue FIVE DOCK NSW 2046**

Title: **Lot 13A DP 170403**

Certificate No:	PC2025/2022	**Certificate Date:**	23/07/2025
Receipt No:	Online Receipt	**Certificate Fee:**	$71.00
Land No:	6058	**Applicant's Ref:**	25-288

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.

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

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 – Cultural State Environmental Planning Policy (SEPP) – exhibition 15 November 2024 to 7 February 2025

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.

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

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.

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

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 is 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

(a)	***All of the land is bush fire prone land.***	No
(b)	***Some of the land is bush fire prone land.***	No
(c)	***None of the land is bush fire prone land.***	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 declared to be in a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017?

No

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

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

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

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

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.

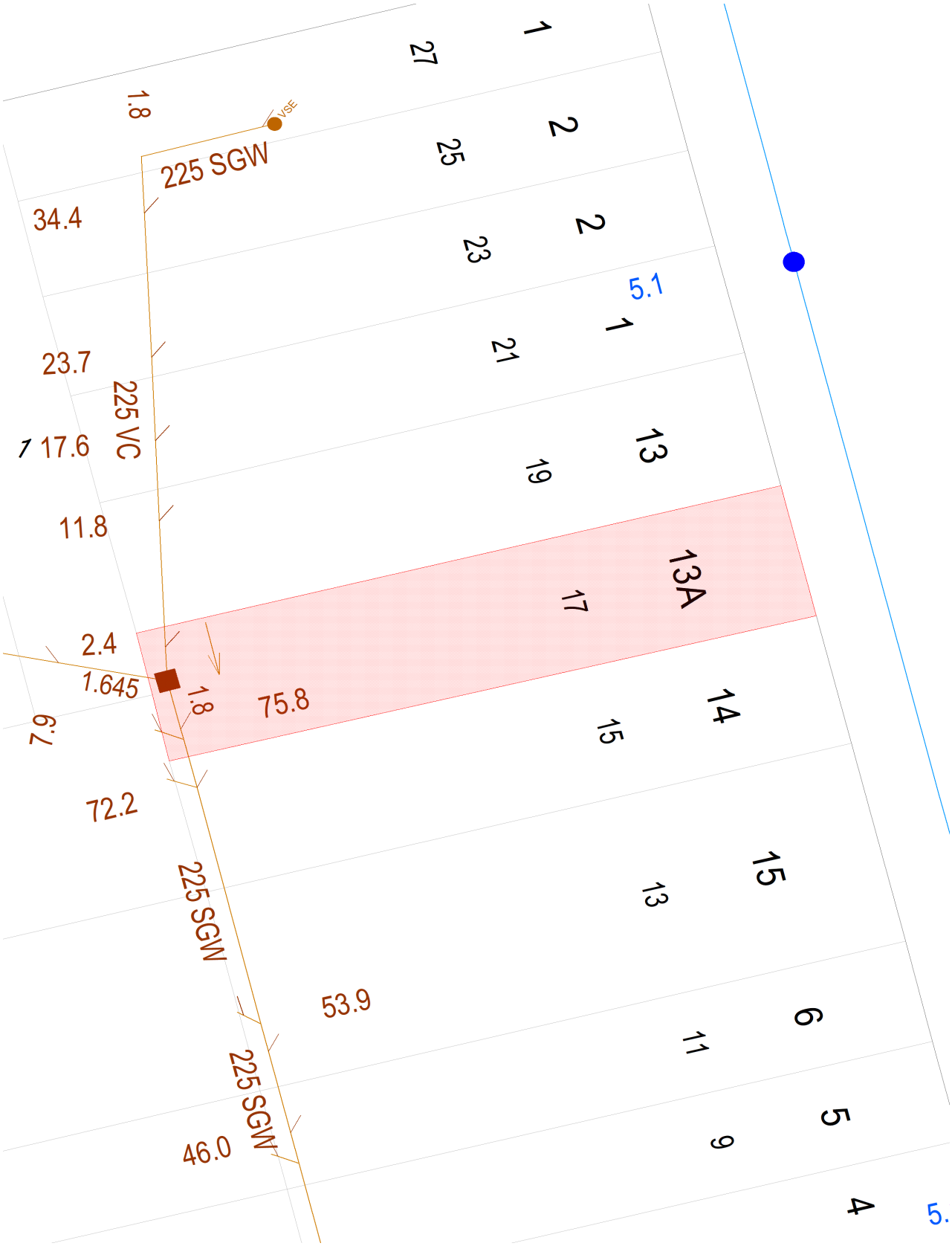
Any enquiries regarding State Environmental Planning Policies should be directed to the NSW Department of Planning and Environment at www.planning.nsw.gov.au

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

John Clark
General Manager

Service Location Print

Application Number: 8004474126



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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

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

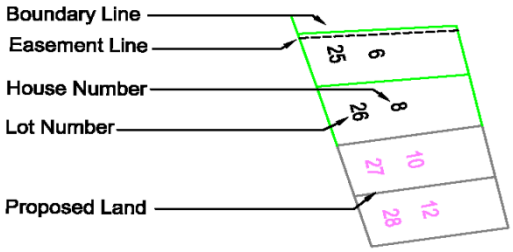
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale 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

Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

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

Pipe Types

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

Further Information

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

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

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

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

Sewer Service Diagram

Application Number: 8004474127

09/09/98 09:42 132092
09:17:12 09-09-98 ☎ 132092 MAY NOT BE TO SCALE SYDNEY WATER ACN063279649 1/2

METROPOLITAN WATER SEWERAGE AND DRAINAGE

DIAGRAM OF SANITARY DRAINAGE

Diagram No. 250360

Municipality of Drummoyne (Five Dock) SEWER AVAILABLE

WAUGH

SYMBOLS AND ABBREVIATIONS

Boundary Trap	RV. Reflux Valve	I.P. Induct Pipe	Bsn. Basin	W.I.P. Wrought Iron Pipe
Pit	Cleaning Eye	M.F. Mica Flap	Shr. Shower	C.I.P. Cast Iron Pipe
GI Grease Interceptor	VERT. Vertical Pipe	T Tubs	F.W. Floor Waste	
Gully	V.P. Vent. Pipe	K.S. Kitchen Sink	W.M. Washing Machine	
P.T. P. Trap	S.V.P. Soil Vent. Pipe	W.C. Water Closet		
RS Reflux Sink	D.C.C. Down Cast Cowl	B.W. Bath Waste		

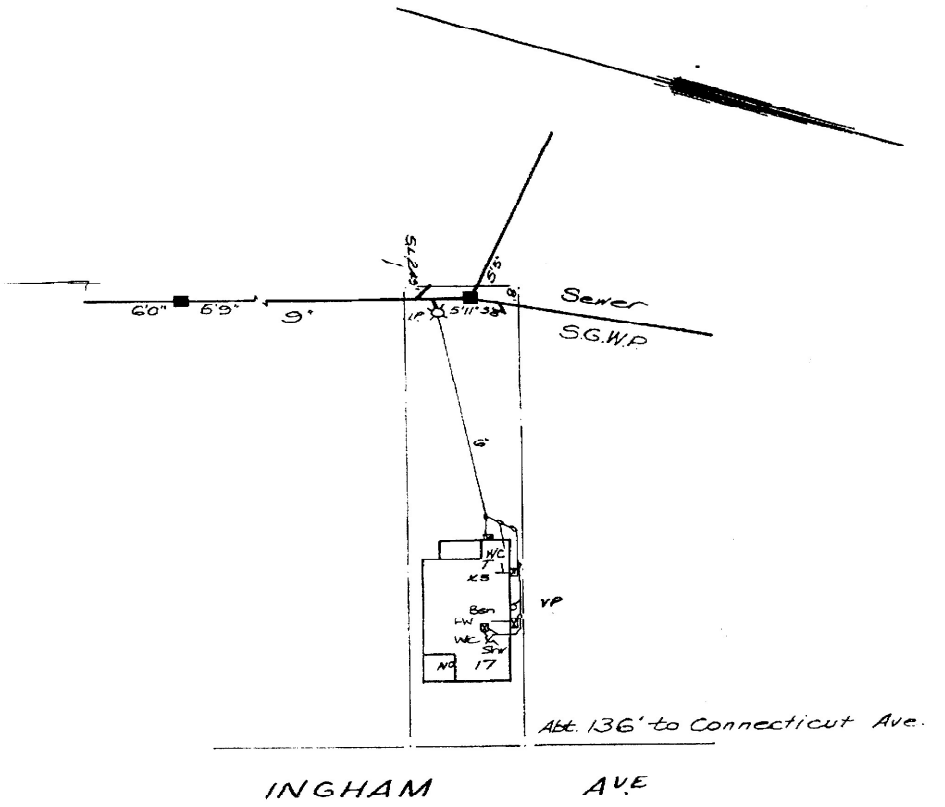
Existing drainage shown by black lines Scale: 40 Feet to an inch ~~Proposed new drainage shown by full blue lines.~~

~~This diagram is the property of the Owner and is to be returned to him on completion of the work.~~

Subject to application, certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed by the Board's Inspector.

~~The Board accepts no responsibility for the suitability of the diagram in relation to the eventual position of the Board's sewer When the sewer becomes available it will be necessary to apply for a revised diagram.~~

This work must be carried out in accordance with the Board's By-laws.



SHEET No. 389. 19 FOR ENGINEER-IN-CHIEF

OFFICE USE ONLY

		DATE					
W.C	Designed by		Inspector	FIRST VISIT	SUPERV'SN	PASSED	DATE
Bth		/ /		/ /	/ /		
Shr	Inspector			Inspector			/ /
Bsn	Examined by		Date	Checked			/ /
K.S		/ /	Outfall HL LL				
T			Drainer	COMPENSATION – MH. AC. VS.			
Pig	Chief Inspector		is	File /	HOV	£	/ /
Dge.Int.			Boundary Trap ~~is not~~				

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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**.