

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Space Property Agency Suite 13, Level 5/35 Buckingham Street, Surry Hills, NSW 2010	Phone: (02) 9339 9599 Ref: Conrad Vass - 0418 225 089
co-agent		
vendor	Prokopis Zaharopoulos 80 Wenke Crescent, Yagoona, NSW 2199	
vendor's solicitor	Koutzoumis Lawyers 518 King Georges Road, Beverly Hills NSW 2209 PO Box 250, Beverly Hills NSW 2209	Phone: +612 9585 0040 Email: conveyancing@koutzoumislawyers.com.au Fax: +612 9585 0096 Ref: GK:PJ:25/12698
date for completion land (address, plan details and title reference)	Refer to Special Condition 73 80 Wenke Crescent, Yagoona, New South Wales 2199 Registered Plan: Lot 297 Plan DP 12782 Folio Identifier 297/12782	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
attached copies	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares, specify:

GST AMOUNT (optional) The price includes GST of: \$
buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond** NO yes

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

Manual transaction (clause 30)

NO yes

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

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

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an **GSTRW payment** (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):

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to \$2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *-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.

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
- 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.

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

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

80 WENKE CRES YAGOONA NSW 2199

SPECIAL CONDITIONS – CONTRACT FOR SALE OF LAND (2022) EDITION

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.

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 buildings or lot in accordance with regulations under the Environmental Planning and Assessment Act 1979. It is an offence to remove or interfere with a smoke or heat alarm. Penalties apply.

SPECIAL CONDITIONS

31A. AMENDMENTS TO PRINTED CLAUSES

The printed form of this Contract shall be deemed to be amended by:-

- 31.1A Deleting clause 5.2.3.
- 31.2A Deleted intentionally.
- 31.3A Substituting in clause 7.1.1 "\$1" in place of "5% of the price".
- 31.4A Substituting in clause 7.1.3 the words "14 days" with the words "7 days".
- 31.5A Substituting in clause 7.2.1 the amount "10%" with the amount "1%".
- 31.6A Deleting in clause 7.2.4 the words "and the costs of the purchaser".
- 31.7A Deleting in clause 8.1 on "reasonable grounds".
- 31.8A Adding in clause 10.1 to the first line the words "or delays completion" after the word "terminate".
- 31.9A Deleting in clause 10.1.8 "substance" and "disclosed" and insert in lieu respectively "existence" and "noted".
- 31.10A Deleting in clause 10.1.9 "substance" and "disclosed" and insert in lieu respectively "existence" and "noted".
- 31.11A Adding in clause 10.2 after the word "rescind" the words "requisition, claim".
- 31.12A Delete clause 11.
- 31.13A Delete clause 12.1 and 12.2.

- 31.14A Delete **clause 13.8**.
- 31.15A Deleting in **clause 14.4.2** and replace with the following clause: "on the amount of land tax paid or payable by the vendor (or by a predecessor in title) as assessed by the Office of State Revenue on the taxable value of the land".
- 31.16A Deleted intentionally.
- 31.17A Deleted intentionally.
- 31.18A amending in **clause 23.2** by adding after the words "normal operating expenses" the words "including insurance premiums paid by the vendor but properly payable by the Owners Corporation".
- 31.19A Replace 1% with 5% from **clause 23.9.1**.
- 31.20A Delete **clause 23.9.3**.
- 31.21A Delete **Clauses 23.13 and 23.14** and replace with – The Vendor hereby authorises the Purchaser to obtain the Section 184 Strata Scheme Certificate from the Owners Corporation. A copy of this Certificate must be furnished to the Vendors representative on or before completion.
- 31.22A Deleting in the first point of **clause 24.4.3** the words "at least 2 *business days* before the date for completion,".
- 31.23A Delete **clause 24.1**.
- 31.24A substituting in **clause 25.2** "within a reasonable time" for the words "7 days".
- 31.25A Deleted intentionally.

32. GENERAL

- 32.1 These special conditions shall prevail in any conflict between these special conditions and the printed clauses of this contract.
- 32.2 Headings and marginal notes have been inserted into these further clauses for guidance only and do not form part of this Contract and do not affect the interpretation of this document.
- 32.3 Unless the context otherwise requires, the singular includes the plural and vice versa, words importing a gender include every other gender and persons include corporations.

- 32.4 Each Clause and Sub-clause of this Contract shall be severable from each other Clause and Sub-clause and the invalidity or unenforceability of any Clause or Sub-clause for any reason shall not prejudice or in any way affect the validity or enforceability of any other Clause or Sub-clause.
- 32.5 The Purchaser will, on exchange of this Contract, furnish the Vendor with a validly executed Certificate pursuant to Section 66W of the Conveyancing Act.
- 32.6 Notwithstanding anything contained in the printed clause of the contract, completion of this Contract will not be conditional or dependent upon any matter whatsoever unless it is contained or disclosed as a special condition in this contract.

33 ALTERATIONS TO CONTRACT

Each party hereof authorises his, her or their solicitor or any employee of that solicitor up until the completion of this Contract to make alterations to this Contract including the addition of annexures and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this Contract as if same was annexed prior to the Contract being executed.

34 REAL ESTATE AGENT

- 34.3 The Purchaser, purchaser's related entities, purchaser's officeholders, shareholders or associates warrant that he/she/it was not introduced to the Vendor or the property by or through any agent other than the agent (if any) named on the front page of this Contract.
- 34.4 The Purchaser, purchaser's related entities, purchaser's officeholders, shareholders or associates agree to indemnify and keep indemnified the Vendor against any claim or claims by any agent or other person for commission or otherwise in respect of the sale which forms a breach of the Purchaser's warranty.
- 34.5 Rights under this clause shall not merge on completion.

35 DEATH, MENTAL ILLNESS, BANKRUPTCY, LIQUIDATION ETC.

- 35.1 Without in any matter negating, limiting or restricting any rights or remedies which would have been available to any party at law or in equity had this clause not been included herein, should the purchaser (or any one or more of them, if a party consists of more than one), prior to completion:
- (a) Die or become mentally ill, then the Vendor may rescind this contract by notice in writing forwarded to the Solicitor named in this contract as the Solicitor for the Purchaser and the provisions of clause 19 of the contract shall apply; or
 - (b) Be declared bankrupt or enter in to any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a summons for its winding up presented against it or enter into any scheme of arrangement with its creditors under the provisions of the Corporations Act 2001, or should any liquidator, receiver or official manager appointed in respect of the Purchaser, then the purchaser shall be deemed to be in default of this contract.

36 PAROL EVIDENCE RULE

- 36.1 The Purchaser acknowledges and agrees that the provisions of this Contract for Sale constitute the full and complete agreement and understanding between the parties and that there is no other, understanding, agreement warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract for Sale or binding on the parties hereto with respect to any of the matters to which this Contract for Sale, relates.
- 36.2 The Purchaser acknowledges and agrees that he/she/it does not rely on any other letter, document, correspondence or arrangement, whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements set out in this written agreement.
- 36.3 The Vendor shall not be bound by any information or particulars contained (in any advertisement or in any lithograph or pamphlets or any plan issued or exhibited prior to or at the time of sale and the Purchaser acknowledges and agrees that he shall not by reason of any discrepancy or misdirection therein make any requisitions, claim or demand.
- 36.4 This clause shall not merge on completion.

37 NO RIGHTS TO DAMAGES

- 37.1 Notwithstanding anything to the contrary, if this contract is validly terminated by the purchaser as a result of the default of the vendor, all monies paid under this contract shall be refunded to the purchaser without interest, costs or damages and the same shall be accepted by the purchaser in full and final satisfaction of all and any claims.
- 37.2 This clause shall not merge on completion.

38 SEVERANCE

- 38.1 This contract is subject to the rights of the purchaser under Section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2017 ("Regulatory Legislation").
- 38.2 If any provision of this contract has or purports to have the effect of excluding, modifying or restricting the operation of the Regulatory Legislation then this contract must be read and construed as if that provision were severed from it.

39 INSPECTION AND CONDITION OF PROPERTY

- 39.1 The Purchaser acknowledges and agrees that they have relied entirely upon their own enquiries relating to and the inspection of the property the improvements thereon and any inclusions included in this Contract and that they accept the property, the improvements thereon and any inclusions included in this Contract in their present condition and state of repair (subject to fair wear and tear prior to completion) and including any defects whether latent or patent.

- 39.2 The Purchaser warrants to the Vendor that they have inspected the property and have made all prudent enquiries in respect of the property and the condition of the property.
- 39.3 The Purchaser is not entitled to call upon the Vendor to carry out any works or repairs whatsoever in relation to the property the improvements thereon and any inclusions.
- 39.4 Title to the inclusions shall only pass on completion of this Contract and the Vendor shall not be required to give formal delivery thereof.
- 39.5 The Purchaser shall not make nor be entitled to make any requisition, objection, claim for compensation, delay completion, rescind or terminate by reason of any matter or thing noted, disclosed, referred to in or arising out of this clause.

40 NO WARRANTY BY VENDOR AS TO USE AND THE PROPERTY

- 40.1 The purchaser warrants to the vendor that they have satisfied themselves on all matters relating to the use of the property because the vendor gives no warranty as to the use to which the property may be put to.
- 40.2 The purchaser will be deemed to have entered into this Contract with full knowledge of and subject to any prohibition or restriction upon the use of the property, whether under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Order of Court, or any other authority relating to the property.
- 40.3 If the use to which the vendor has put the property is permissible only with the consent of any authority under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Consent, Order of Court or otherwise, the purchaser must obtain consent at the purchaser's own expense.
- 40.4 The Purchaser will take title and complete this contract subject to any sewer, the existence of which is specifically disclosed in this contract and subject to the existing water drainage gas electricity telephone or other installations and services (if any);
- 40.5 The Purchaser will not make any objection, requisition or claim for compensation if the sewer so disclosed passes through or penetrates the subject property or passes under any building or other structure erected on the subject property;
- 40.6 The Purchaser will not make any objection, requisition or claim for compensation if any boundary of the property is not fenced or if any boundary fence or wall is not upon or within such boundary except as specifically disclosed in this contract;
- 40.7 The Purchaser will not make any objection, requisition or claim for compensation if there is any encroachment by or upon the subject property or if the property together with the improvements thereon does not comply with the provisions of the Local Government Act or any ordinance made thereunder, provided that any such encroachment or non-compliance is specifically disclosed in this contract.

41 BUILDING CERTIFICATE

- 41.1 If the purchaser is desirous of obtaining a building certificate, the purchaser will apply for same at the purchaser's own expense.
- 41.2 Despite anything contained in this contract or any rule of law to the contrary, the vendor is not required to do any work or expend any money on or in relation to the property not to make an application for or do anything towards obtaining a building certificate pursuant to section 149E of the Environmental Planning and Assessment Act ("The Building Certificate").
- 41.3 In the event the vendor is required to carry out any works as a result of the purchaser applying for a building certificate from the local council and the vendor refuses to carry out such works the purchaser's only remedy shall be that the purchaser shall be entitled to rescind this contract and obtain a full refund of the deposit.

42 FENCES

- 42.1 The purchaser may not make a claim or requisition or delay completion:
- 42.1.1 if any of the fences or walls on or surrounding the property are not on the correct boundary; or
 - 42.1.2 as to the nature or state of repair of any fence or wall; or
 - 42.1.3 if there are no fences or if any fence is a give and take fence; or
 - 42.1.4 if a swimming pool, as defined in the Swimming Pools Act 1992, is not fenced as required by law.

43 SWIMMING POOL (WHERE APPLICABLE)

If the property includes a swimming pool, the purchaser cannot make any requisition or claim in respect of:

- 43.1.1 the swimming pool at the property;
- 43.1.2 the fences, windows, doors and gates around the swimming pool or at the property;
- 43.1.3 any absence of fences, windows, doors or gates; or
- 43.1.4 any non-compliance with the Swimming Pools Act 1992 or any unavailability of a certificate under section 24 of that Act.

44 PURCHASER'S FINANCE AND WARRANTY

The Purchaser expressly warrants to the Vendor that the Purchaser has not made known to the Vendor, nor to any person, representative or agent acting on behalf of the vendor, that the Purchaser requires credit to enable the Purchaser to complete

this Contract; that this contract is not subject to, nor the subject of, any application for credit; and that the purchaser is satisfied as to the reasonableness of all of the terms of any credit contract which the Purchaser may have entered into, or intends to enter into to enable the Purchaser to complete this Contract.

The Purchaser acknowledges that the vendor has been induced to enter into this contract and may enter into further contractual obligations on or after the date of this Contract, based upon the Vendor's reliance upon the Purchaser's warranty herein and that the Purchaser shall remain liable to the vendor for all or any damages (including legal costs) arising from the breach of the Purchaser's warranty notwithstanding that the Purchaser may have a right to terminate this contract pursuant to Section 124 of the Uniform Consumer Credit Code.

45 DEPOSIT AND REDUCED DEPOSIT

- 45.1. If the deposit payable is less than 10% of the price then, the deposit is payable in the following manner:-
- 45.1.1. As to the sum of \$ _____ upon the date of this contract;
- 45.1.2. As to the sum of \$ _____ upon the earlier of:
- (i) Default by the Purchaser in the observance or performance of any obligations under this contract; or
 - (ii) Completion of this contract.
- 45.2 Notwithstanding any provisions in this contract requiring investment of the deposit the purchaser gives to the Vendor permission to use the deposit or any part of it ("Amount Released") as a deposit and stamp duty upon the purchase by the Vendor of a freehold property in New South Wales subject to such Amount Released being held in trust (and not released to any new party) by the Vendor in relation to any new purchase until such time as this Contract is completed.
- 45.3 If the purchaser is in default and the vendor becomes entitled to recover the deposit from the purchaser, then the purchaser authorises the deposit holder to release the deposit to the vendor upon demand forthwith without any further notice.
- 45.4 The Purchaser agrees that no further authority or consent in writing or otherwise will be required from the Purchaser other than as contained in this clause.

46 PAYMENT OF DEPOSIT BY BOND

- 46.1 Instead of paying the deposit under clause 3.1, the purchaser may deliver a deposit guarantee bond or bank guarantee ("bond") to the vendor on or before the date of this contract.
- 46.2 On completion the purchaser must pay to the vendor in cash or by unendorsed bank cheque the amount of the deposit.

- 46.3 If the vendor gives the purchaser a notice in writing claiming forfeiture of the deposit under this contract, then the purchaser must pay to the vendor within two (2) clear business days of receiving that notice the amount of the deposit.
- 46.4 If the purchaser does not comply with these provisions the purchaser is immediately, without notice, in breach of an essential obligation under this contract and the vendor may demand payment from the issuer of the bond of the whole of the amount stipulated in the bond without any authority from the purchaser and without any further notice.
- 46.5 It is an essential provision of this contract that the purchaser complies with this clause. If the purchaser does not comply with its obligations under this clause, the vendor may elect, in its absolute discretion, to:
- 46.5.1 terminate this contract and forfeit the Bond; or
- 46.5.2 treat the non-compliance as a deemed failure to pay the deposit.

47 NOTICE TO COMPLETE

- 47.1 If completion has not taken place on or before the due date then either party shall be entitled to serve upon the other a Notice to Complete requiring completion not less than **fourteen (14) days** after the date of such notice calculated exclusive of the date of service but inclusive of the completion date and providing on the last day of the Notice a time between 10.00 am and 4.00 pm and making time of the essence of the Contract.
- 47.2 It is hereby acknowledged and declared between the parties that the time period specified in the Notice to Complete referred to in this clause shall be adequate and sufficient for all purposes both at law and in equity.
- 47.3 Despite any other provision contained in this contract, if the purchaser fails to complete this contract and a notice to complete is served by the vendor's solicitor then the purchaser shall be liable for the vendor's legal costs for the preparation and service of the notice to complete in the agreed sum of **\$550.00** (inclusive of GST).
- 47.4 The purchaser acknowledges that payment of the sum in clause 47.3 is to be paid on or before completion and is an essential term and condition of this contract.
- 47.5 The Vendor shall not be required to complete unless payment is made on or before settlement.

48 INTEREST FOR LATE COMPLETION

- 48.1 The Purchaser covenants and agrees if for any reason whatsoever not attributable to the default of the Vendor this Contract shall not be completed on or before the completion date the Purchaser shall thereafter but without prejudice to any other right of the Vendor as provided in this Contract or otherwise pay to the Vendor interest on any monies then remaining owing under this Contract at the rate of **eight percent (8.00%) per annum** calculated on a daily basis for the period commencing on and including the completion date until the date of payment to the Vendor, both dates inclusive and continuing up to and including the date of completion.

- 48.2 Any such interest shall be in addition to any other monies payable under this Contract.
- 48.3 Any such interest referred to in Clause 48.1 above shall be a liquidated debt due to the Vendor and shall immediately be recoverable by the Vendor in any court of appropriate jurisdiction together with all costs and expenses of the Vendor relating to such enforcement against the Purchaser (and where there is more than one Purchaser against the Purchasers separately and together) and collection of payment and shall be payable by the Purchaser to the Vendor upon completion.
- 48.4 The Vendor shall not be required to complete unless payment is made on or before settlement.
- 48.5 It is agreed that any amount payable under this clause is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

49 ENCUMBRANCES

- 49.1 The Purchaser agrees that he shall not be entitled to make or take any objection requisition or claim whatsoever regarding any mortgage, caveat, or land tax charge affecting the property at or prior to completion and will upon completion, accept a duly executed Discharge of Mortgage, Withdrawal of Caveat in registrable form of any such mortgage or caveat as may be applicable and/or a clear land tax certificate in full satisfaction of the vendor's obligations to give to the purchaser an unencumbered legal title to the property on completion. Without prejudice to the generality of the foregoing, the purchaser agrees that:
- 49.1.1 the purchaser shall not be entitled to delay completion of this contract on the basis that at the time stipulated for completion, any such mortgage or caveat or land tax charge continues to affect the property; and
- 49.1.2 the purchaser shall not be entitled to deny the validity of a Notice to Complete served pursuant to this contract on the basis that such mortgage or caveat or land tax charge continued to affect the property at the time when the Notice to Complete was served.
- 49.2 The Vendor shall allow the purchaser to deduct from the balance of price payable on completion, an amount equivalent to the registration fee(s) payable to the Land Titles Office on any such Discharge of Mortgage, Withdrawal of Caveat or both as may be applicable.
- 49.3 In consideration of the agreement as contained in the Contract for Sale of Land by the vendor to sell the property to the purchaser, the purchaser agrees that after completion of this contract he shall promptly attend to registration at the Land Titles Office of any such Discharge of Mortgage, Withdrawal of Caveat and/or the assurance of or relating to the property.
- 49.4 The requirement to register documents at the Land Titles Office shall not merge upon completion of this Contract for the Sale of Land.

50 CAVEAT

The Purchaser shall not lodge a caveat over the property prior to completion of this contract.

51 REQUISITIONS ON TITLE

The Purchaser acknowledges that the form of requisitions on title the Purchaser is entitled to raise pursuant to Clause 5 will be in the form of the requisitions on title annexed hereto.

52 SURVEY REPORT

- 52.1 The vendor makes no warranty as to the accuracy or completeness of any survey report.
- 52.2 The purchaser acknowledges that anything disclosed in the survey is both specifically disclosed and clearly described in this contract.
- 52.3 The purchaser acknowledges and agrees that the survey may not reveal the current state of improvements on the property and that the purchaser has, relied upon his own inspection and inquiries in relation to the survey al improvements.
- 52.4 The Vendor may not possess the original survey and, if not, the Purchaser may not require production of the original.
- 52.5 The Purchaser shall not make nor be entitled to make any requisition, claim for compensation, delay completion, rescind or terminate in respect of any matter or thing noted, disclosed, referred to in or arising out the survey or this clause.

53 TENANCIES (IF APPLICABLE)

- 53.1 If the property is sold subject to any tenancy residential or commercial, the purchaser cannot make a claim, claim for compensation or raise a requisition or rescind or terminate or delay completion if any tenant vacates any part of the property on or before completion.
- 53.2 The vendor does not warrant that any lease will be in force at the completion date.
- 53.3 The purchaser has satisfied itself about any existing lease or tenancy.
- 53.4 Excluded from the sale are any tenant's fixtures and fittings and the purchaser acknowledges that it relies entirely on its own enquiries in identifying them and cannot make a claim or requisition or delay completion rescind or terminate in relation to any such items.
- 53.5 The purchaser agrees and acknowledges that the vendor may before completion:-
 - 53.5.1 Lawfully terminate any leases or tenancy agreements.
 - 53.5.2 Accept surrender of leases or tenancy agreements; or
 - 53.5.3 With the consent of the purchaser enter into new leases or tenancy agreements.
- 53.6 The purchaser cannot insist on the Vendor to:-

- 53.6.1 Remove any expired, surrendered or terminated leases from the certificate of title.
- 53.6.2 Provide the originals of any registered leases not in the vendor's possession.
- 53.6.3 Stamp or register any leases before completion.
- 53.7 if any lease is not stamped or registered at completion (and is required to be registered by law or by a tenant), the vendor will allow on completion (as an adjustment) the relevant amounts for stamp duty or registration fees (as the case may be) if the vendor has received the amounts from the tenant.
- 53.8 Subject to clause 53.7, the purchaser undertakes to:-
 - 53.8.1 Procure the stamping and registration of the leases within any statutory time limits; and
 - 53.8.2 Return a stamped and registered lease to the relevant tenant.
- 53.9 The Purchaser agrees to indemnify the vendor for and against any claims, damages, and costs arising from any failure to stamp or register a lease.
- 53.10 The purchaser cannot make any requisition, objection or claim; or rescind, terminate or delay completion of this contract by reason of any of the above matters under this clause 53.

54 ADJUSTMENT OF LEASE PAYMENTS

- 54.1 Rent and outgoings paid in advance by a tenant will be adjusted between the vendor and the purchaser on completion.
- 54.2 Rent and outgoings not paid and in arrears of the payment of rent by a tenant will be treated as if the amounts were paid for and will also be adjusted between the vendor and the purchaser as paid on completion and an adjustment will be paid to the vendor.
- 54.3 The purchaser retains rights to recover from and institute legal proceedings against a tenant and/or guarantor under a lease in respect of any monies payable to the vendor and in arrears up to completion.
- 54.4 This clause will not merge on completion.

55 RELEASE OF DEPOSIT

- 55.1 Notwithstanding clause 2 of the Contract, the Purchaser hereby authorises the deposit holder to release the deposit to the Vendor upon written authority from the Vendor's solicitors to permit the vendor to purchase real estate property or pay stamp duty or pay the balance of purchase monies in respect of such purchase and the deposit holder is hereby authorised to release the deposit to the Vendor notwithstanding that confirmation consenting to the release which may not have been received by the deposit holder from the Purchaser's solicitors.

55.2 The Purchaser warrants that it will, if requested by the Vendor or the Vendor's solicitors, provide written confirmation to the deposit holder to release the deposit to the Vendor.

56 NOTICES

- 56.1 In addition to the provisions of Clause 20.6 of this Contract, service of any notice or document under or relating to this Contract may be effected and shall be sufficient service on a party if sent to that party or party's solicitor by delivery, document exchange system, prepaid post facsimile and such service of any notice or document shall be deemed have been served on that party personally.
- 56.2 Subject to Clause 20.6 of this Contract, all notices or documents will be deemed to have been duly given or sent:
- 56.2.1 if delivered, upon delivery;
 - 56.2.2 If sent by prepaid letter, upon the second Business Day after the date upon which it was posted; and
 - 56.2.3 if sent by facsimile transmission the next business day after it is sent by facsimile transmission except where the sending party's transmission indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete malfunctioned or corrupted transmission in which case facsimile transmission will be deemed not to have been given or made.
- 56.3 The parties agree that in any notice given to the other party a period of **fourteen (14) days** shall be agreed to be reasonable notice and in this respect time shall be and shall be deemed to be of the essence of the contract.

57 GOODS & SERVICES TAX

- 57.1 **If this contract says that the Premises is eligible Residential Premises then this clause shall apply:-**
- 57.1.1 In this clause:

The "Act" means the Act entitled "A new Tax System (Goods and Services Tax) Act 1999" as amended from time to time or any act passed in substitution for or replacement of that act; and Expressions and words defined in the Act and used in this Clause have the meanings defined in the Act.
 - 57.1.2 The purchaser warrants that it will use the property predominantly for residential accommodation after completion.
 - 57.1.3 The Purchaser indemnifies the vendor for loss, damage, expense, taxes, fines and penalties incurred by the vendor including GST as a result of the breach of the warranty in sub-clause 57.2.

57.1.4 This clause will not merge on completion.

57.2 If this contract says that the Premises is a sale of a Taxable Supply then this clause shall apply:-

57.2.1 This clause shall apply notwithstanding anything else herein contained and notwithstanding that the "GST information" boxes appearing on page 1 of the printed form of contract have been marked or not.

57.2.2 The purchase price does not include any Goods and Services tax ("GST").

57.2.3 If the property referred to herein represents a taxable supply in respect of which the Vendor will be liable to pay GST, then in addition to the purchase price hereinbefore mentioned, the Purchaser shall on or after completion, pay to the Vendor that additional sum which is equal to ten percent (10%) of the aforementioned purchase price representing the amount of GST payable by the Vendor as a result of the terms of this Contract together with any accrued interest. The Vendor shall deliver to the Purchaser on settlement a tax invoice in respect of this additional payment.

57.2.4 The Purchaser and Vendor acknowledge and agree that any GST payable shall be calculated under the General (Ordinary) method.

57.2.5 Notwithstanding anything else contained herein, it is further agreed that if the Vendor serves a letter from the Australian Taxation Office stating that the Vendor has to pay GST on the sale or under this contract for sale, the purchaser promises to indemnify the Vendor and the Purchaser must pay on demand to the Vendor the sum of 10% of the price and accrued interest.

57.2.6 This Clause shall not merge on completion.

57.3 If this contract says that the Premises is a sale of a Going Concern then this clause shall apply:-

57.3.1 In this Clause, "Act" means the Act called "A New Tax System (Goods and Services Tax) Act 1999".

57.3.2 The Purchaser warrants to the Vendor that the Purchaser is registered or required to be registered under that Act.

57.3.3 The Vendor warrants to the Purchaser that the property comprises all things that are necessary for the continued operation of the enterprise conducted by the Vendor on the property.

57.3.4 The Vendor covenants with the Purchaser that the Vendor will carry on that enterprise until completion.

57.3.5 The Vendor and the Purchaser agree that, for the purposes of the Act, the supply pursuant to this contract is of a going concern.

57.3.6 Notwithstanding clause 57.3.5 above, if the vendor serves a letter from the Australian Taxation Office stating that the vendor has to pay GST on the price, the purchaser promises to indemnify the vendor and the purchaser must pay on demand to the vendor the sum of 10% of the price, interest and the vendor's legal costs.

57.3.7 This clause shall not merge on completion.

58 ANY DELAY IN SETTLEMENT

- 58.1 If settlement of this matter does not take place at the time first appointed ("the settlement date"), due to the fault of the purchaser or its mortgagee, then the purchaser shall pay all the fees and charges including any agent fees and re-certification fees incurred by the vendor or its mortgagee and including its solicitors fees and charges in relation to any re-arrangement and attending of settlement such amount payable by the Purchaser not to exceed \$330.00 inclusive of GST.
- 58.2 The Vendor shall not be required to complete unless payment is made on or before settlement.

59 SERVICES

- 59.1 The Purchaser must not make any objection, requisition claim for compensation in respect of:
- 59.1.1 The nature, location, availability or non-availability of any services to the Property;
 - 59.1.2 The property being subject to any service or mains, pipes or connections for any service;
 - 59.1.3 The property having the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service;
 - 59.1.4 Any defects in any service to the property;
 - 59.1.5 Any underground or surface stormwater drain passing through under or over the property; or
 - 59.1.6 Any manhole or vent on the property.

60 ERROR IN ADJUSTMENT OF OUTGOINGS

- 60.1 The Vendor and the Purchaser agree that if on completion any apportionment or adjustment of any outgoings required to be made under this contract is overlooked or is incorrectly calculated, the Vendor or Purchaser will forthwith upon being so requested by the other make the correct calculation and adjustment and pay such amount to the other as is correctly determined by such calculation and to be paid within **seven (7) days** upon being requested to do so in writing.
- 60.2 This condition shall not merge on completion.

61 IF PURCHASER IS A COMPANY

- 61.1 If the purchaser of the property is a company, the officers or persons who sign this contract on behalf of the company or who attest the seal of the company on this contract:-
 - 61.1.1 Jointly and separately guarantee all obligations of the purchaser under this agreement including payment of the purchase price.
 - 61.1.2 Jointly and separately indemnify the vendor in respect of any default of the purchaser under this agreement.

62 CONFIDENTIALITY

- 62.1 The parties acknowledge that the terms and conditions of, and the identity of the parties to, this contract are strictly confidential.
- 62.2 Except as stated in this contract, each party must not and must not permit any of its officers, employees, agents, contractors or related persons to disclose any confidential information to any person, other than its professional advisers or as required by law, without the prior written consent of the party to whom the confidential information relates.

63 GUARANTEE (WHERE APPLICABLE)

The word "guarantor" in this contract means.....
(Full Name)

of
(Address)

- 63.1 In consideration of the vendor entering into this Contract at the guarantor's request, the guarantor guarantees to the vendor:
 - 63.1.1 payment of all money payable by the purchaser under this Contract; and
 - 63.1.2 the performance of all of the purchaser's other obligations under this Contract.
- 63.2 The guarantor:
 - 63.2.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under his Contract; and
 - 63.2.2 must pay on demand any money due to the vendor under this indemnity.
- 63.3 The guarantor is jointly and separately liable with the purchaser to the vendor for:
 - 63.3.1 the performance by the purchaser of its obligations under this Contract; and

- 63.3.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the vendor.
- 63.3.3 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 63.3.4 If the vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 63.4 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
 - 63.4.1 the granting of any time, waiver, covenant not to sue or other indulgence;
 - 63.4.2 the release or discharge of any person;
 - 63.4.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
 - 63.4.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this Contract, a statute, a Court or otherwise;
 - 63.4.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - 63.4.6 the winding up of the purchaser.
 - 63.4.7 This clause binds the guarantor and the executors, administrators and assigns of the guarantor and operates as a Deed between the vendor and the guarantor.

SIGNED SEALED & DELIVERED BY)
 In the presence of:)

Signature of Guarantors

.....
 Signature of Witness

.....
 Print name of Guarantor

.....
 Print Name of Witness

Date:

64 ENVIRONMENTAL LIABILITY

- 64.1 No representation or warranty is given in relation to:
- 64.1.1 Any activity(ies) on or prior to Completion;
 - 64.1.2 the existence or extent of contamination emanating from, on, in, under or over the property or any affected land;
 - 64.1.3 the status of compliance with Environmental laws applicable (now or after completion) with respect to the property or any affected land;
 - 64.1.4 liabilities of any activity or contamination on or prior to completion with respect to the property or any affected land; or
 - 64.1.5 the extent to which the property or any affected land is the subject of or cause of environmental harm.
- 64.2 The purchaser has made such inspections and enquiries and has, to the extent required, effected such tests as it requires to satisfy itself in relation to all issues in relation to the Environment in connection with the property or any activity, the status of compliance with the Environmental laws and the condition of the property or any affected land including the existence and extent of contamination.
- 64.3 Subject to the terms of this contract, on and from completion the purchaser shall assume all responsibility and liability for and associated with all contaminants in, on or under the property or any affected land and any improvements on it including full responsibility for compliance with and liability under all environmental laws.
- 64.4 from completion the purchaser shall indemnify the vendor on demand from and against all:
- 64.4.1 Environmental liability;
 - 64.4.2 Liability or cost suffered or incurred by the vendor in respect of any default by the purchaser under clause 63.3;
 - 64.4.3 Liability or cost suffered or incurred by the vendor in respect of any;
 - (i) Direction, notice or order given or made under the Environmental law;
 - (ii) Breach of an Environmental Law;
 - (iii) Claim in respect of Contamination of or from the Property or any affected land.
- 64.5 Clause 64 does not merge on completion.

65 PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)

The Vendor discloses and the Purchaser acknowledges that on completion the Vendor may be subject to charges or notifications under PPSA. The Purchaser cannot require the Vendor to take any action in relation to such charge or notification.

The Vendor may, in addition to the discharge of any mortgage noted on this title, procure a letter from the mortgagee to the effect that following completion of the contract, the mortgagee will have no further interest in the property under any charge or notification under the PPSA.

66 CONDITIONS OF SALE BY AUCTION (IF APPLICABLE)

If the property is or is intended to be sold at auction: *Bidders Record* means that Bidders Record to be kept pursuant to Clause 18 of the Property, Stock and Business Agents Regulation 2003 and Section 68 of the Property, Stock and Business Agents Act 2002:

- 66.1 The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
- 66.1.1 The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - 66.1.2 A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - 66.1.3 The highest bidder is the purchaser, subject to any reserve price.
 - 66.1.4 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - 66.1.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, if it is not in the best interest of the seller.
 - 66.1.6 A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - 66.1.7 A bid cannot be made or accepted after the fall of the hammer.
 - 66.1.8 As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- 66.2 The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- 66.2.1 All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - 66.2.2 One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - 66.2.3 When making a bid on behalf of the seller or accepting, a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

67 LAND TAX

- 67.1 The purchaser acknowledges that if the Land Tax Section 47 Certificate shows that there is land tax owing on the property the vendor will provide a clear Section 47 Land Tax Certificate on or before settlement.
- 67.2 The Purchaser shall not make nor be entitled to make any requisition, objection, claim for compensation, delay completion, rescind or terminate by reason of any matter or thing noted, disclosed, referred to in or arising out of this clause.

68 ALTERATIONS TO CONTRACT

In this Contract, a reference to a document, information, matter or thing having been disclosed to the purchaser includes anything which has been provided to or made available for inspection by the Purchaser, whether or not the Purchaser has actually inspected or examined the relevant document, information, matter or thing.

69 FIRB APPROVAL

- 69.1 The purchaser warrants to the Vendor that the Purchaser is entitled to purchase the property without the approval or consent of the Foreign Investment Review Board to the Purchase of the Property.
- 69.2 In the event of any breach of the said warranty the Purchaser hereby indemnifies the Vendor from and against any loss, damage, penalty, fine, expense and cost which the Vendor may suffer or incur as a result of such breach of warranty.

70 INCLUSIONS

- 70.1 Subject to condition 70.2, any fixtures, fittings, plant and equipment that are included in the sale become the property of the Purchaser and are sold on a "walk in, walk out" basis.
- 70.2 The vendor is not responsible for loss or breakdown of, or damage or fair wear and tear, occurring after the date of this contract in respect of the said plant, equipment or any inclusions.
- 70.3 The Purchaser shall not make nor be entitled to make any requisition, claim for compensation, delay completion, rescind or terminate in respect of any matter or thing noted, disclosed, referred to in or arising out of this clause.

71 CAVEATS

- 71.1 If the vendor is prevented from completing this contract by the completion date for any reason including obtaining a withdrawal of caveat (and the vendor's decision will be final and binding on the purchaser), the vendor may by written notice to the purchaser rescind this contract and the provisions of clause 19 will apply.
- 71.2 The purchaser acknowledges and agrees that any rescission of this contract by the vendor pursuant to this clause 71:

71.2.1 Will not be a breach of this contract for the purposes of clause 19.2.3; and

71.2.2 The purchaser waives any rights it may have to claim for damages, costs or expenses arising directly or indirectly from any rescission of this contract by the vendor pursuant to clause 71.1.

71.3 This Clause shall not merge on completion.

72 UNREGISTERED VENDOR (DECEASED ESTATE)

72.1 The Vendor, Peter Zaharopoulos is the sole survivor of the Joint Tenancy share between the Vendor and the Late Alexandra Zaharopoulos. The Vendor will use his best endeavours to become the registered proprietors of the Joint Tenancy share of the Property.

72.3 If the Vendor is not registered on title within three (3) months from the date of this Contract, then either party may rescind this Contract by giving written notice to the other party and the provisions of Clause 19 will apply

73 COMPLETION DATE

73.1 Completion will take place the earlier of:

- (a) any time after 42 days from the date of this Contract upon the purchaser receiving from the Vendor a written notice of no less than 14 days confirming the Completion Date;
- (b) 3 months after the date of this contract.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?
- Capacity**
25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser

- to make any RW payment.
28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
 29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
 30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
 31. The purchaser reserves the right to make further requisitions prior to completion.
 32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 297/12782

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
6/8/2025	11:07 AM	4	15/9/2018

LAND

LOT 297 IN DEPOSITED PLAN 12782
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND
TITLE DIAGRAM DP12782

FIRST SCHEDULE

PROKOPIS ZAHAROPOULOS
ALEXANDRA ZAHAROPOULOS
AS JOINT TENANTS

(CN U806906)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AA330355 MORTGAGE TO AMP BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

ZAHAROPOULOS...

PRINTED ON 6/8/2025

* 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 966(2) of the Real Property Act 1900.

Municipality of Bankstown

B 7844-1 8.5.24.

D.P. 12782 (E)

SH 1/3

BRENNAN'S ESTATE

PLAN

of a subdivision of part of land comprised in Appl^{ns} 4619,6121

Parish of Liberty Plains
 COUNTY OF CUMBERLAND

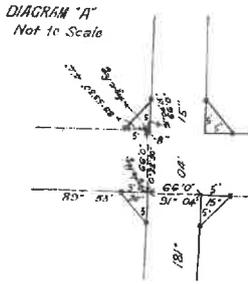
Scale 80 Feet to an Inch

FEET 0 20 40 80 160 240 320 400 FEET

All the roads, streets and lanes shown hereon are intended to be reserved to the Public. It is not intended to create any easements in favour of any person, and any of the said persons who have claims...

The drainage easement shown hereon is intended to be created in favour of the purchasers of the lots of parcels intersected thereby in Nos 143 to 156 inclusive, and in no restriction affecting the uses of the land shown hereon, superadded by the Registrar.

The Registrar-General of Queensland, in pursuance of the provisions of the Public Lands Act, 1924, has caused this plan to be prepared and published in accordance with the provisions of the said Act, and the same is hereby approved by me, the Registrar-General, in pursuance of the provisions of the said Act.
For the Registrar-General,
Secretary
Ernest J. J. J. J.



Hill St

Street

Albury

- 216
- 215
- 214
- 213
- 212
- 211
- 210
- 209
- 208
- 207
- 206
- 205
- 204
- 203
- 202
- 201
- 200
- 199
- 198
- 197
- 196

This plan approved by the Council of the Municipality of Bankstown and witness thereto.

St

Handwritten notes at top of page, possibly a signature or title.

This plan approved by the Council of the Municipality of Bankstown in minutes whereof the Common Seal was hereunto affixed this 28th day of March 1924. in accordance with Councils resolution dated 23rd March 1924.

Receipted Mayor
Edward Clerk

Justified No. 1000000

John J. Williams

Witness
John J. Williams
clerk to
Stephen Jagan

For and on behalf of,
One Sir Philip ...
Chairman of Directors

In the presence of
Witness

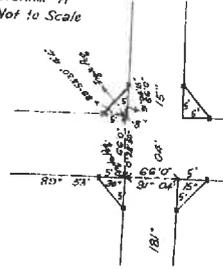
Where corners are cut off the connection to the point of intersection are 5/8, except where otherwise shown.

Subscribed and declared before me at Sydney this 20th day of February A.D. 1924.

Arthur ...

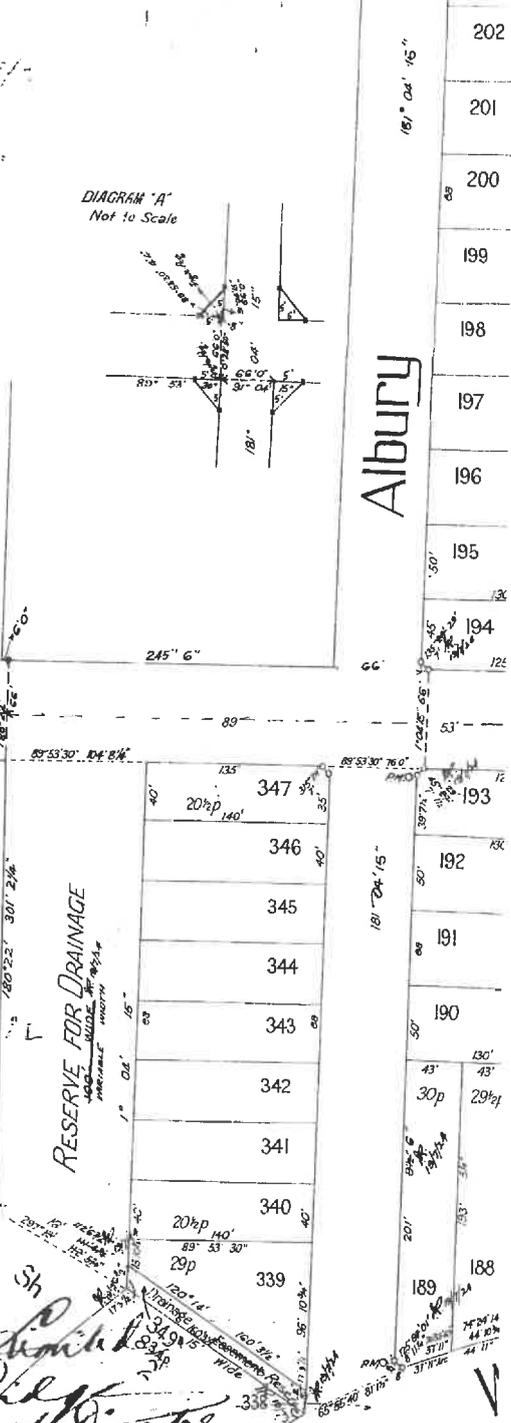
③
 E DP 12782 sht 1 of 3 shts

DIAGRAM "A"
 Not to Scale



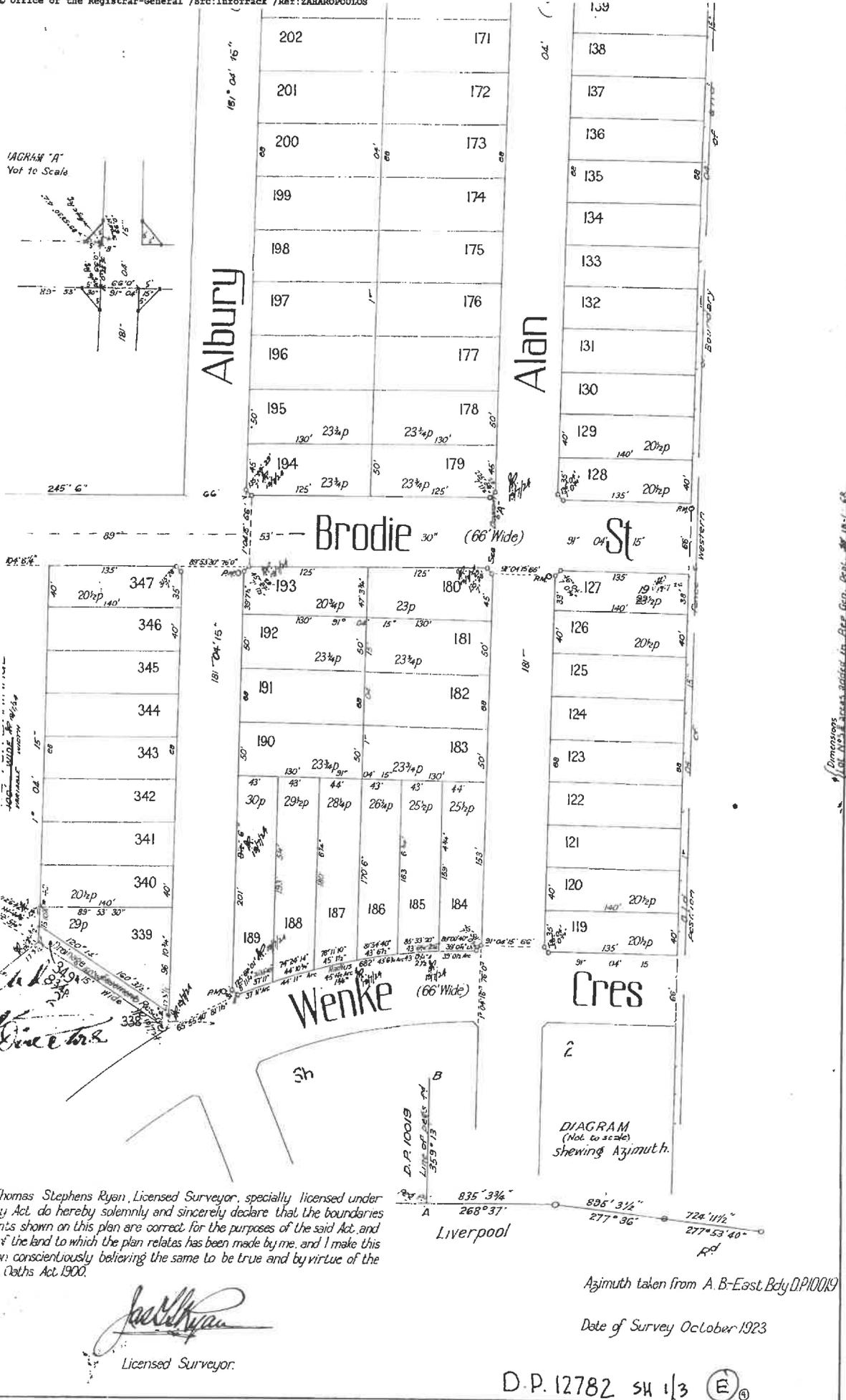
YEO ST

Albury



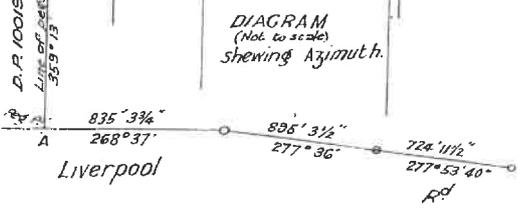
I James Thomas Stephens Ryan, Licensed Surveyor, specially in the Real Property Act, do hereby solemnly and sincerely declare that the and measurements shown on this plan are correct for the purposes of the that the survey of the land to which the plan relates has been made by me, a solemn declaration conscientiously believing the same to be true and by provisions of the Oaths Act, 1900.

James Thomas Stephens Ryan
 Licensed Surveyor



Thomas Stephens Ryan, Licensed Surveyor, specially licensed under the Land Transfer Act, do hereby solemnly and sincerely declare that the boundaries and areas shown on this plan are correct for the purposes of the said Act, and of the land to which the plan relates has been made by me, and I make this declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Thomas Stephens Ryan
 Licensed Surveyor.



D.P. 12782 SH 1/3 (E)

Dimensions of 101.1515 Area added in Reg Gen. Dist. 28/11/94

PLAN AMENDED IN L.T.O. 2-8-1994 LOT NO. ADDED.

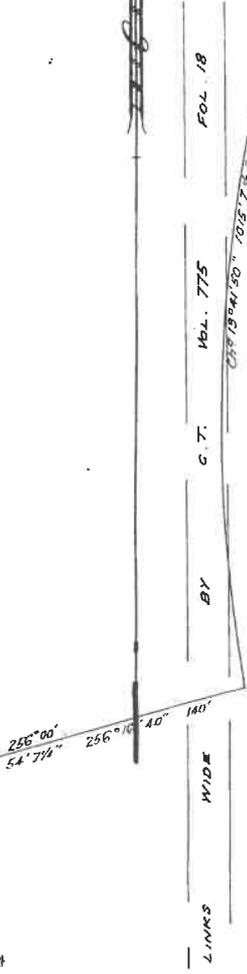
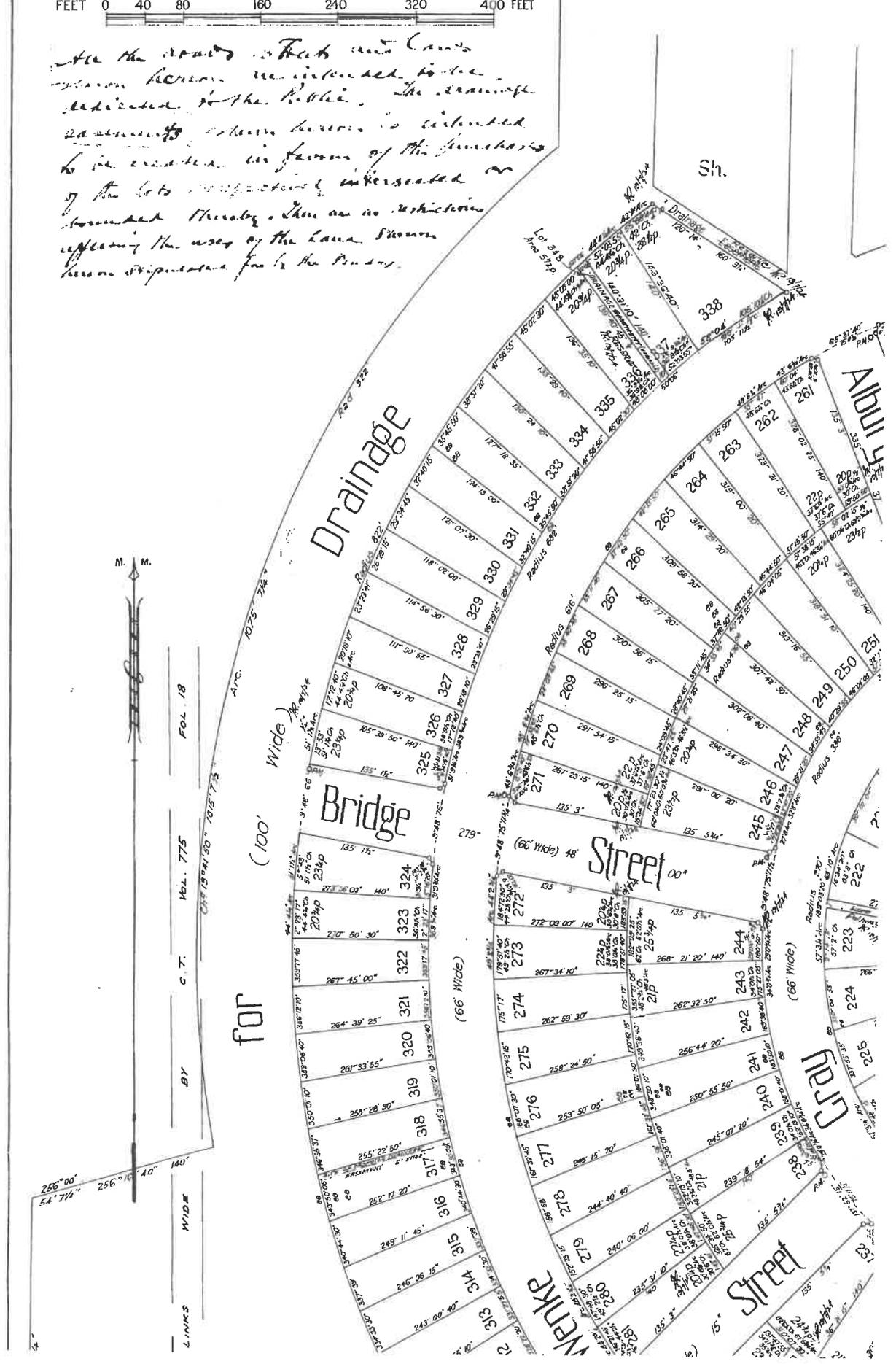
B 784.4.1 8.5.24.

D.P. 12782 SH. 2/3 (E)

Scale 80 Feet to an Inch



All the roads, streets and lanes shown herein are intended to be dedicated to the Public. The drainage easements shown herein is intended to be created in favour of the purchasers of the lots respectively intersected or bounded thereby. There are no restrictions regarding the uses of the lands shown herein stipulated for by the Trusts.



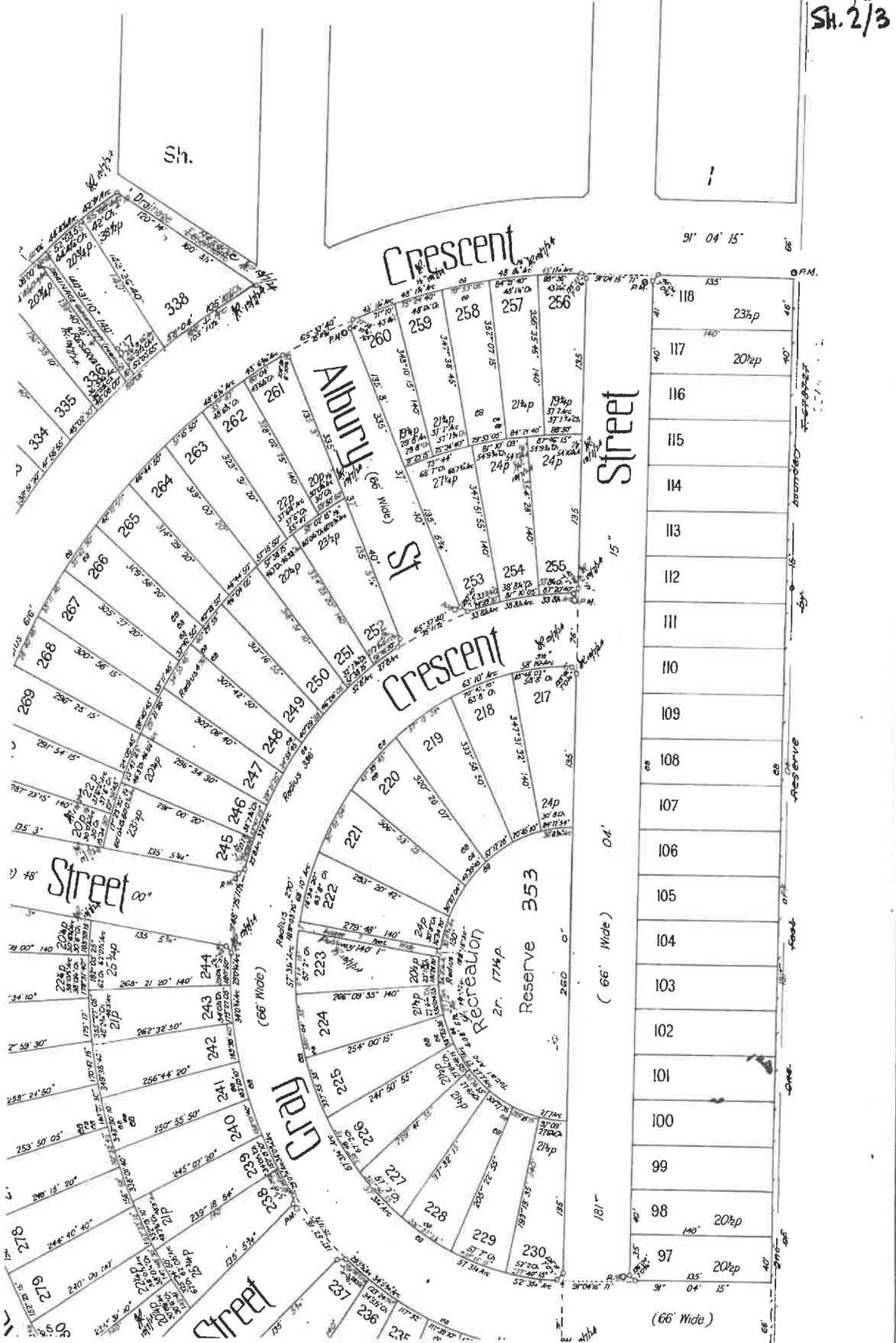
for (100' Wide) Bridge (66' Wide) Street

FOR ANNUAL PHOTO

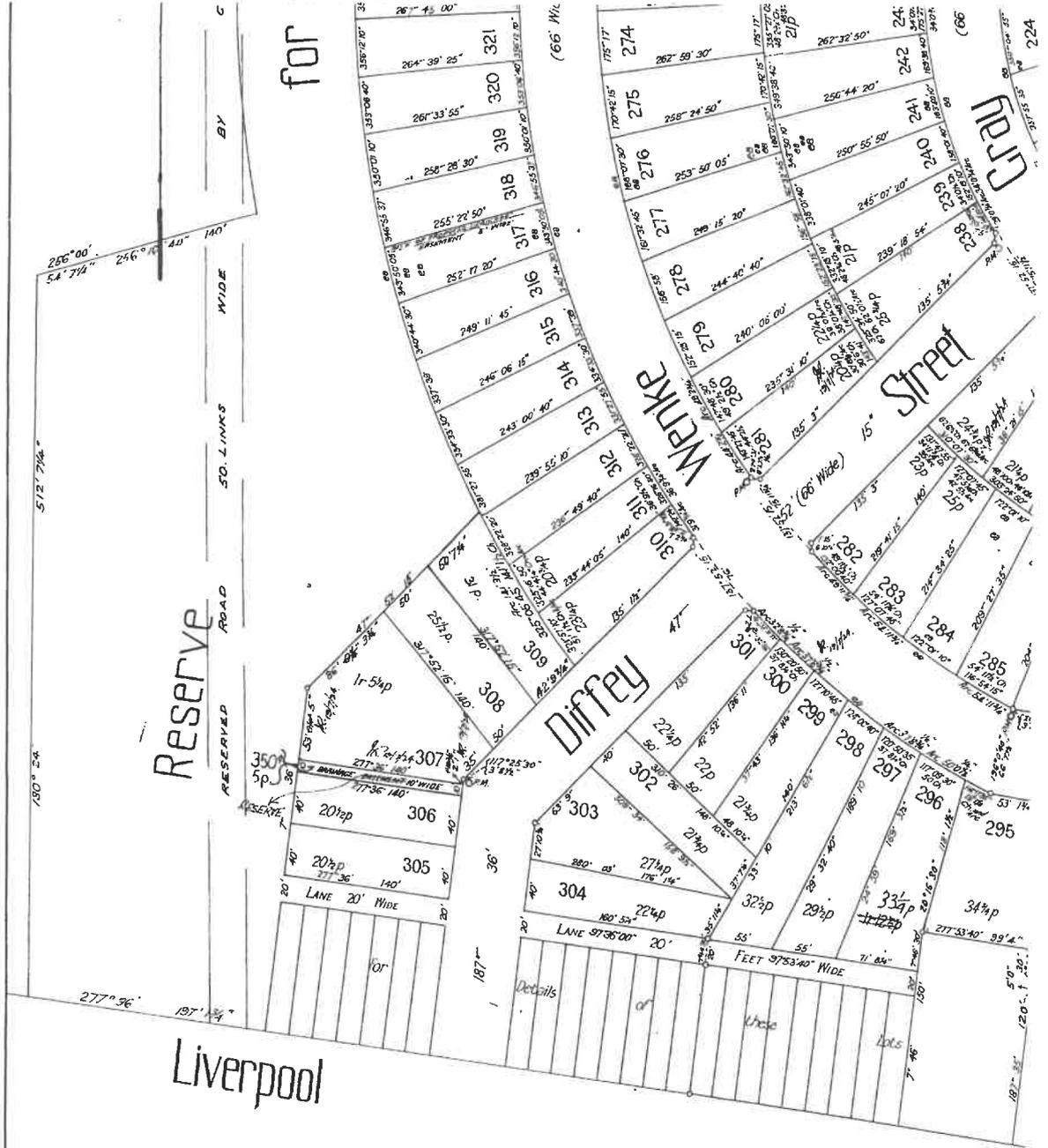
Street

DP12782^(E)

SH. 2/3



Lot 348 and area within may carry other planning



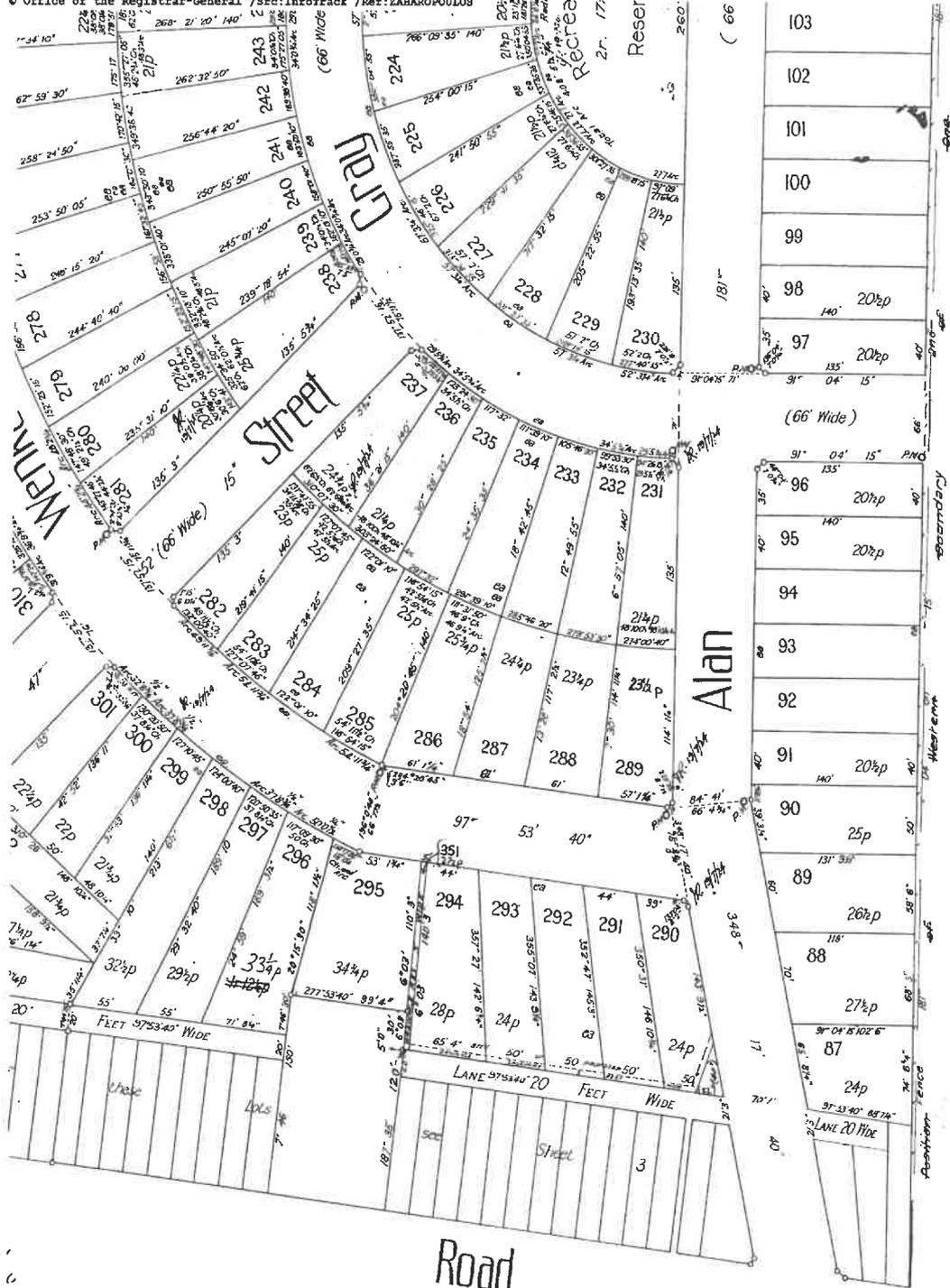
This plan approved by the Council of the Municipality of Bankstown in witness whereof the Common Seal was hereof affixed this 28th day of March 1924 in accordance with Councils resolution dated 25th March 1924.

Joseph Thomas MAYOR.
James L. Town TOWN-CLERK.
 Licensed Surveyor

Certificate No 135 issued

W. H. C.

The above Plan was hereof filed for registration in the office of the Registrar-General in the City of Sydney.

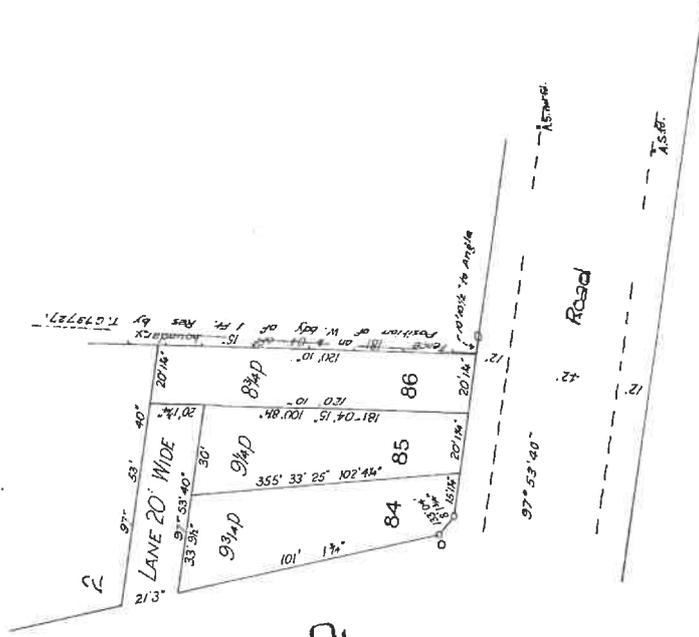


4 of
 sub of
 Lot 192A
 walls
 Lot 192A
 MAYOR,
 TOWN CLERK,
 5 ward

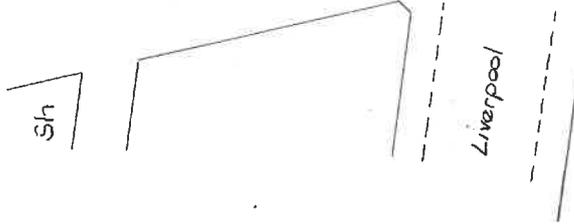
witness
 M. Stewart
 Capt. S. Stewart

The Company Seal of
 Road & Bridge Limited
 was hereunto affixed by
 the Director of the Company,
 in the presence of
 M. Stewart
 D.P. 12782 SH. 2/3

DP 12782
 SH. 3/3

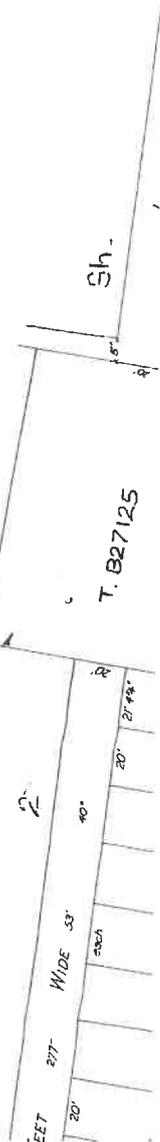


Alan St



*This plan shows streets and lanes
 shown hereon are intended
 to be dedicated to the Public.
 It is not intended to create any
 easement in favour of purchasers
 of any of the allotments shown
 hereon when no restriction affecting
 the use of the land shown hereon stipulated
 for in the plan.*

*This plan approved by the
 Council of the Municipality
 of Bankstown in witness
 whereof the Council Seal was*



In the event of any restriction affecting the use of the land shown herein stipulated for or in favour of any of the allotments to which this plan is not intended to be applied.

This plan approved by the Council of the Municipality of Bankstown in witness whereof the Common Seal was hereunto affixed this 28th day of March 1924, in accordance with Council's resolution dated 25th March 1924.



George Bernard MAYOR.

Thomas TOWN CLERK.

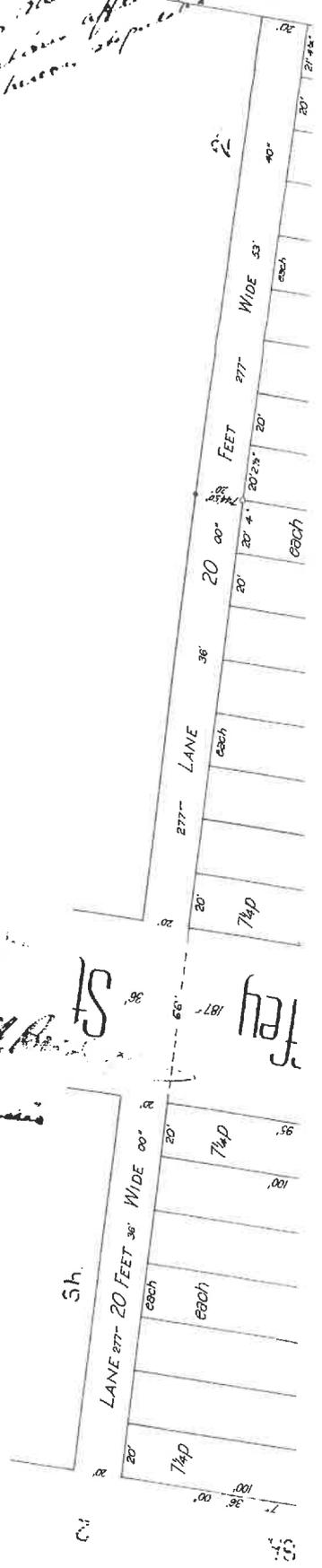
Certificate No 135 issued



The Commission of the Baidie & Bridge Limited was permitted to acquire by plan of the Baidie & Bridge Limited of the Baidie & Bridge Limited of the Municipality in the process of

Abraham Brown
Abraham
 Dated 14th April 1924.

July 13 1924
W. Jones
H. Swinson
 Clerk to
Stoker James



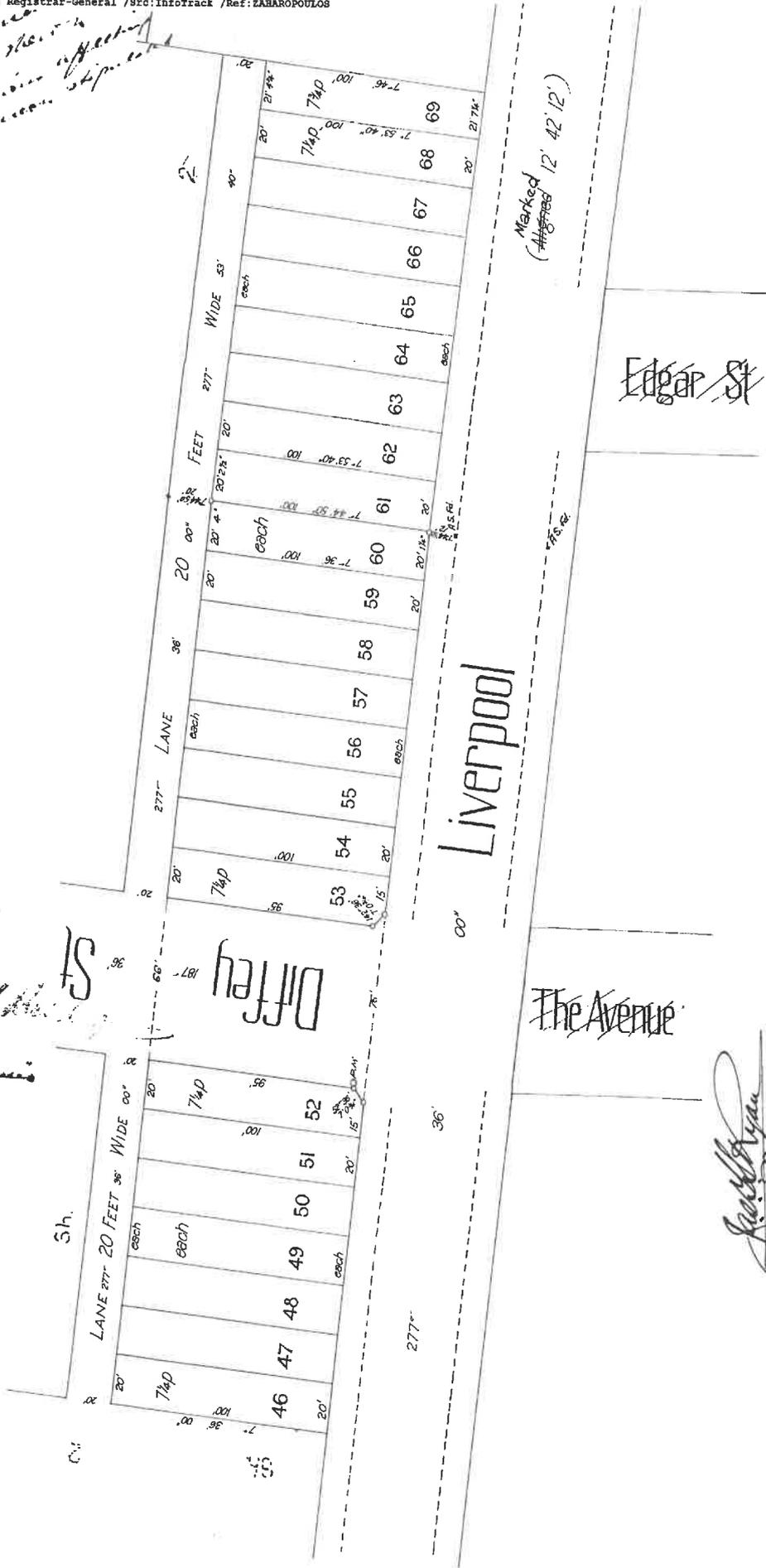
In 3 Sheets. Sheet 3 / 3.

B 78441. 8.5.24. D.P. 12782 SH 3/3 (E)

*of these
 restrictions affecting
 shall be removed*

CLERK

of the 8th...
 ST
road...



John Ryan
 Licensed Surveyor

DP 12782 SH 3/3 E (E)

REGISTRATION GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN
 REGISTRATION GENERAL'S DEPARTMENT

DP 12782 SH 2/3

FEEET INCHES	METRES
2 0 5/8	0.625
2 1 1/8	0.6875
2 1 1/2	1.0625
2 2 1/4	1.3125
2 3 1/4	1.5625
2 4 1/4	1.8125
2 5 1/4	2.0625
2 6 1/4	2.3125
2 7 1/4	2.5625
2 8 1/4	2.8125
2 9 1/4	3.0625
2 10 1/4	3.3125
2 11 1/4	3.5625
2 12 1/4	3.8125
2 13 1/4	4.0625
2 14 1/4	4.3125
2 15 1/4	4.5625
2 16 1/4	4.8125
2 17 1/4	5.0625
2 18 1/4	5.3125
2 19 1/4	5.5625
2 20 1/4	5.8125
2 21 1/4	6.0625
2 22 1/4	6.3125
2 23 1/4	6.5625
2 24 1/4	6.8125
2 25 1/4	7.0625
2 26 1/4	7.3125
2 27 1/4	7.5625
2 28 1/4	7.8125
2 29 1/4	8.0625
2 30 1/4	8.3125
2 31 1/4	8.5625
2 32 1/4	8.8125
2 33 1/4	9.0625
2 34 1/4	9.3125
2 35 1/4	9.5625
2 36 1/4	9.8125
2 37 1/4	10.0625
2 38 1/4	10.3125
2 39 1/4	10.5625
2 40 1/4	10.8125
2 41 1/4	11.0625
2 42 1/4	11.3125
2 43 1/4	11.5625
2 44 1/4	11.8125
2 45 1/4	12.0625
2 46 1/4	12.3125
2 47 1/4	12.5625
2 48 1/4	12.8125
2 49 1/4	13.0625
2 50 1/4	13.3125
2 51 1/4	13.5625
2 52 1/4	13.8125
2 53 1/4	14.0625
2 54 1/4	14.3125
2 55 1/4	14.5625
2 56 1/4	14.8125
2 57 1/4	15.0625
2 58 1/4	15.3125
2 59 1/4	15.5625
2 60 1/4	15.8125

REGISTRATION GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN
 REGISTRATION GENERAL'S DEPARTMENT

DP 12782 SH 2/3 CONTD

FEEET INCHES	METRES
41 -	12.875
42 1/8	13.125
42 1/4	13.375
42 3/8	13.625
42 1/2	13.875
43 1/8	14.125
43 1/4	14.375
43 3/8	14.625
43 1/2	14.875
44 1/8	15.125
44 1/4	15.375
44 3/8	15.625
44 1/2	15.875
45 1/8	16.125
45 1/4	16.375
45 3/8	16.625
45 1/2	16.875
46 1/8	17.125
46 1/4	17.375
46 3/8	17.625
46 1/2	17.875
47 1/8	18.125
47 1/4	18.375
47 3/8	18.625
47 1/2	18.875
48 1/8	19.125
48 1/4	19.375
48 3/8	19.625
48 1/2	19.875
49 1/8	20.125
49 1/4	20.375
49 3/8	20.625
49 1/2	20.875
50 1/8	21.125
50 1/4	21.375
50 3/8	21.625
50 1/2	21.875
51 1/8	22.125
51 1/4	22.375
51 3/8	22.625
51 1/2	22.875
52 1/8	23.125
52 1/4	23.375
52 3/8	23.625
52 1/2	23.875
53 1/8	24.125
53 1/4	24.375
53 3/8	24.625
53 1/2	24.875
54 1/8	25.125
54 1/4	25.375
54 3/8	25.625
54 1/2	25.875
55 1/8	26.125
55 1/4	26.375
55 3/8	26.625
55 1/2	26.875
56 1/8	27.125
56 1/4	27.375
56 3/8	27.625
56 1/2	27.875
57 1/8	28.125
57 1/4	28.375
57 3/8	28.625
57 1/2	28.875
58 1/8	29.125
58 1/4	29.375
58 3/8	29.625
58 1/2	29.875
59 1/8	30.125
59 1/4	30.375
59 3/8	30.625
59 1/2	30.875
60 1/8	31.125
60 1/4	31.375
60 3/8	31.625
60 1/2	31.875

REGISTRATION GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN
 REGISTRATION GENERAL'S DEPARTMENT

DP 12782 SH 2/3 CONTD

FEEET INCHES	METRES
74 5/8	82.75
75 1/8	83.0
75 1/4	83.25
75 3/8	83.5
75 1/2	83.75
76 1/8	84.0
76 1/4	84.25
76 3/8	84.5
76 1/2	84.75
77 1/8	85.0
77 1/4	85.25
77 3/8	85.5
77 1/2	85.75
78 1/8	86.0
78 1/4	86.25
78 3/8	86.5
78 1/2	86.75
79 1/8	87.0
79 1/4	87.25
79 3/8	87.5
79 1/2	87.75
80 1/8	88.0
80 1/4	88.25
80 3/8	88.5
80 1/2	88.75
81 1/8	89.0
81 1/4	89.25
81 3/8	89.5
81 1/2	89.75
82 1/8	90.0
82 1/4	90.25
82 3/8	90.5
82 1/2	90.75
83 1/8	91.0
83 1/4	91.25
83 3/8	91.5
83 1/2	91.75
84 1/8	92.0
84 1/4	92.25
84 3/8	92.5
84 1/2	92.75
85 1/8	93.0
85 1/4	93.25
85 3/8	93.5
85 1/2	93.75
86 1/8	94.0
86 1/4	94.25
86 3/8	94.5
86 1/2	94.75
87 1/8	95.0
87 1/4	95.25
87 3/8	95.5
87 1/2	95.75
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88 1/4	96.25
88 3/8	96.5
88 1/2	96.75
89 1/8	97.0
89 1/4	97.25
89 3/8	97.5
89 1/2	97.75
90 1/8	98.0
90 1/4	98.25
90 3/8	98.5
90 1/2	98.75
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91 1/4	99.25
91 3/8	99.5
91 1/2	99.75
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92 1/4	100.25
92 3/8	100.5
92 1/2	100.75
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93 1/4	101.25
93 3/8	101.5
93 1/2	101.75
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94 1/4	102.25
94 3/8	102.5
94 1/2	102.75
95 1/8	103.0
95 1/4	103.25
95 3/8	103.5
95 1/2	103.75
96 1/8	104.0
96 1/4	104.25
96 3/8	104.5
96 1/2	104.75
97 1/8	105.0
97 1/4	105.25
97 3/8	105.5
97 1/2	105.75
98 1/8	106.0
98 1/4	106.25
98 3/8	106.5
98 1/2	106.75
99 1/8	107.0
99 1/4	107.25
99 3/8	107.5
99 1/2	107.75
100 1/8	108.0
100 1/4	108.25
100 3/8	108.5
100 1/2	108.75

REGISTRATION GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN
 REGISTRATION GENERAL'S DEPARTMENT

DP 12782 SH 2/3 CONTD

AC RD P	50 M
- - -	49.3
- - -	186.3
- - -	489.3
- - -	831.3
- - -	1173.3
- - -	1515.3
- - -	1857.3
- - -	2200.3
- - -	2542.3
- - -	2884.3
- - -	3226.3
- - -	3568.3
- - -	3910.3
- - -	4252.3
- - -	4594.3
- - -	4936.3
- - -	5278.3
- - -	5620.3
- - -	5962.3
- - -	6304.3
- - -	6646.3
- - -	6988.3
- - -	7330.3
- - -	7672.3
- - -	8014.3
- - -	8356.3
- - -	8698.3
- - -	9040.3
- - -	9382.3
- - -	9724.3
- - -	10066.3
- - -	10408.3
- - -	10750.3
- - -	11092.3
- - -	11434.3
- - -	11776.3
- - -	12118.3
- - -	12460.3
- - -	12802.3
- - -	13144.3
- - -	13486.3
- - -	13828.3
- - -	14170.3
- - -	14512.3
- - -	14854.3
- - -	15196.3
- - -	15538.3
- - -	15880.3
- - -	16222.3
- - -	16564.3
- - -	16906.3
- - -	17248.3
- - -	17590.3
- - -	17932.3
- - -	18274.3
- - -	18616.3
- - -	18958.3
- - -	19300.3
- - -	19642.3
- - -	19984.3
- - -	20326.3
- - -	20668.3
- - -	21010.3
- - -	21352.3
- - -	21694.3
- - -	22036.3
- - -	22378.3
- - -	22720.3
- - -	23062.3
- - -	23404.3
- - -	23746.3
- - -	24088.3
- - -	24430.3
- - -	24772.3
- - -	25114.3
- - -	25456.3
- - -	25798.3
- - -	26140.3
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ZAHAROPOULOS:156171

Info Track
GPO Box 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

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

Certificate No: 20255756
11 August 2025

Land which Certificate is issued for:

Lot 297 DP 12782

80 Wenke Crescent, YAGOONA NSW 2199

Note: The information in this certificate is provided pursuant to Section 10.7(2) and (5) of the Environmental Planning and Assessment Act 1979 (the Act), and as prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation 2021 (the Regulation). The information has been extracted from Council's records, as it existed at the date listed on the certificate.

Planning certificates are issued on the Strata Plan, not the lot number. The information on a planning certificate is the same for all the lots in the same Strata Plan property. Your Strata may or may not have a Lot 0. A Planning Certificate issued for Lot 0 has the same information as other lots in that same Strata Plan property.

Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.



**CAMILLE LATTOUF
MANAGER CITY STRATEGY AND DESIGN**

**INFORMATION PROVIDED UNDER SECTION 10.7 (2)
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.**

1 ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

1.1 Relevant Planning Instruments

Canterbury Bankstown Local Environmental Plan 2023

1.2 Relevant Development Control Plans

Canterbury Bankstown Development Control Plan 2023

1.3 State Environmental Planning Policies

Note: The following information indicates those State Environmental Planning Policies (SEPP) which may apply to the subject land. A summary explanation of each SEPP can be sourced from the Department of Planning, Housing and Infrastructure (DPHI) website at <https://www.planning.nsw.gov.au>. The full wording of each SEPP can also be accessed via the NSW Legislation website at <https://legislation.nsw.gov.au>.

State Environmental Planning Policies:

State Environmental Planning Policy (Biodiversity and Conservation) 2021

- Chapter 2: Vegetation in non-rural areas
- Chapter 3: Koala habitat protection 2020
- Chapter 6: Bushland in urban areas
- Chapter 7: Canal estate development
- Chapter 10: Sydney Harbour Catchment
- Chapter 11: Georges River Catchment

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021

Chapter 3: Advertising and Signage

State Environmental Planning Policy (Planning Systems) 2021

- Chapter 2: State and regional development
- Chapter 3: Aboriginal Land
- Chapter 4: Concurrences and consents

State Environmental Planning Policy (Precincts - Central River City) 2021

State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Precincts - Western Parkland City) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

- Chapter 2: Coastal Management
- Chapter 3: Hazardous and offensive development
- Chapter 4: Remediation of Land

State Environmental Planning Policy (Resources and Energy) 2021

- Chapter 2: Mining, petroleum production and extractive industries
- Chapter 3: Extractive industries in Sydney area

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Transport and Infrastructure) 2021

- Chapter 2: Infrastructure
- Chapter 3: Educational establishments and child care facilities
- Chapter 4: Major infrastructure corridors

Encompassed within the Biodiversity and Conservation SEPP is the former Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment which applies to the site. The SEPP aims to protect the water quality of the Georges River and its tributaries and the environmental quality of the whole catchment. The objectives of the plan are to be achieved through coordinated land use planning and development control. The plan establishes the framework within which local, State and Federal agencies will consult so that there is a consistent approach to planning and development within the catchment

- 1.4 Proposed Environmental Planning Instruments (including any Planning Proposals) that are or have been the subject of community consultation or on public exhibition under the Act**
Draft SEPPs: Draft State Environmental Planning Policy (Cultural).
Planning proposals: Not applicable.

- 2 Zoning and Land Use Under Relevant Planning Instruments**
Note: The information below will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

2.1 Land Use Zone

Canterbury Bankstown Local Environmental Plan 2023

Date effective from

23 June 2023

Land Use Zone

ZONE R2 LOW DENSITY RESIDENTIAL

1. Permitted without consent

Home occupations

2. Permitted with consent

Bed and breakfast accommodation; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Early education and care facilities; Environmental facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Tank-based aquaculture

3. Prohibited

Any development not specified in item 1 or 2

2.2 Additional Permitted Uses

The land, or part of land is affected by Schedule 1 Additional Permitted Uses of the Canterbury Bankstown Local Environmental Plan 2023. For further information visit <https://legislation.nsw.gov.au/> or contact Council on 02 9707 9000.

Note: Due to the subdivision and/or consolidation of land, the Lot and Deposited Plans referenced in Schedule 1 of the relevant Local Environmental Plan may change. It is your responsibility to confirm the applicability of Additional Permitted Uses before undertaking any development on the site that relies upon provisions in Schedule 1.

2.3 Minimum Land Dimensions for the Erection of a Dwelling House

For land zoned R2, R3 or R4 and on land identified as 'Area 2' on the Clause Application Map within the Canterbury Bankstown Local Environmental Plan 2023, the minimum lot size required for dwelling houses on a battle-axe lot or other lot with an access handle is 600m². For land without an access handle, please refer to the Minimum Lot Sizes Map of the Local Environmental Plan for minimum lot sizes for dwelling houses.

2.4 Area of Outstanding Biodiversity Value

Not applicable

2.5 Conservation Area and/or Environmental Heritage

The land is not affected by a heritage item or within a heritage conservation area under the relevant Principal Environmental Planning Instrument.

3 **Contribution Plans**

Canterbury Bankstown Local Infrastructure Contributions Plan 2022

This Development Contributions Plan was prepared and adopted under the Environmental Planning and Assessment Act, 1979 and Environmental Planning and Assessment Regulation 2021.

The Plan allows the Council or other consent authority to levy contributions on selected new development to pay for local public infrastructure (such as parks, roads and libraries), required to meet the needs of our growing and changing City. A copy of the development contributions plan can be viewed on Council's website.

Housing and Productivity Contribution

The Housing and Productivity Contribution applies to development applications for new residential, commercial and industrial development and is collected by Council on behalf of the NSW State Government. The Contributions will help deliver essential State infrastructure such as schools, hospitals, major roads, public transport infrastructure and regional open space.

The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies. For more information visit <https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system>

4 **Complying Development**

Whether or not the land is land on which complying development may be carried out under each of the Codes for complying development because of the provisions of clauses 1.17A(1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and, if no complying development may be carried out on that land under that Policy, the reasons why complying development may not be carried out on that land.

Note that in order for complying development to be able to be carried out, it must be permissible in the relevant zone in the first place.

Housing Code (if in a residential zone)	Yes
Rural Housing Code (if in a rural residential zone)	Not applicable
Low Rise Housing Diversity Code	Yes
Housing Alterations Code	Yes
General Development Code	Yes
Greenfield Housing Code	Not applicable
Inland Code	Not applicable
Commercial and Industrial (New Building and Alterations) Code	Yes
Commercial and Industrial Alterations Code	Yes
Container Recycling Facilities Code	Yes
Demolition Code	Yes
Subdivision Code	Yes
Fire Safety Code	Yes

**Note: The reason(s) why complying development may not be carried may only apply to part of, or all of, the property. For more information go to the NSW ePlanning Spatial Viewer and search the property address <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>.*

4.1 Variation of Complying Development Codes

A variation to the Complying Development Code applies to certain lots in Zone R2 Low Density Residential areas which are no more than 450m² in area and are located in land to which the former Bankstown Local Environmental Plan 2015 applied. For further information on the variation to the Complying Development Code, please refer to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 at the NSW Legislation website at <https://legislation.nsw.gov.au/>

5 Exempt Development

Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 because of the provisions of clauses 1.16(1)(b1)-(d) or 1.16A, the development (new or alterations proposed to the existing structures) must meet the following criteria:

General Exempt Development Code

Yes

Advertising and Signage Exempt Development Code

Yes

Temporary Uses and Structures Exempt Development Code

Yes

Note: Despite the above, if the exempt development meets the requirements and standards specified by the State Environmental Planning Policy (Exempt and Complying Development) 2008 and that development (a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or (b) is subject to an exemption under section 57(1A) or (3) of that Act, the development is exempt development. For further information refer to the Heritage NSW website at <https://www.heritage.nsw.gov.au/>.

Important Disclaimer: Clause 4 and 5 of this Certificate only contain information in respect of that required by clause 4 and 5 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021, in relation to Complying and Exempt Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Other provisions contained in the SEPP, including but not limited to, minimum allotment size requirements, specified development standards or any other general exclusions, may preclude Exempt or Complying Development under the SEPP from being able to be carried out. You will need to refer to the SEPP for complete details. It is your responsibility to ensure that you comply with all other general requirements of the SEPP. Failure to comply with these provisions may mean that any Complying Development Certificate issued, or work carried out as Exempt Development under the provisions of the SEPP is invalid.

6 Affected Building Notices and Building Product Rectification Orders

Not applicable

7 Land Reserved for Acquisition

There is no environmental planning instrument, or proposed environmental planning instrument, applying to the land that makes provision for the acquisition of the land (or any part thereof) by a public authority, as referred to in Section 3.15 of the Environmental Planning and Assessment Act 1979.

8 Road Widening and Road Realignment

Whether or not the land is affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993 or an environmental planning instrument:

The land is not affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993, or an environmental planning instrument.

Whether or not the land is affected by a road widening or road realignment proposal under any resolution of Council:

The land is not affected by a road widening or road realignment proposal under any resolution of Council.

9 Flooding

The land, or part of the land, is **within** the flood planning area (FPA) and consequently the probable maximum flood (PMF).

The land, or part of the land, is **subject to** flood related development controls.

Please note that a Stormwater Systems Report (SSR) will be required from Council (cost applies) to further understand constraints that may relate to development of the property. An SSR can be ordered online from Council website.

You are advised to refer to the following:

- The relevant Development Control Plan (noted in Section 1.2 of this certificate) for further information on Council's approach to Flood Risk Management, and
- Frequently Asked Questions and details on the study relevant to your catchment area are available at Council's Floodplain Management webpage (<https://cb.city/flooding>).

NB: The FPA is the 1% Annual Exceedance Probability (AEP) plus generally a 0.5m freeboard or as outlined in relevant Development Control Plan.

10 Council and Other Public Authority Policies on Hazard Risk Restrictions

Whether or not the land is affected by a policy adopted by Council or adopted by any other public authority (and notified to the Council for the express purpose of its adoption by that authority being referred to) that restricts the development of the land because of the likelihood of:

Land Slip

The land is not affected by a policy restriction relating to landslip

Tidal Inundation

The land is not affected by a policy restriction relating to tidal inundation

Subsidence

The land is not affected by a policy restriction relating to subsidence

Acid Sulfate Soils

The land is not affected by a policy restriction relating to acid sulfate soils.

Contamination

Council has adopted by resolution a policy concerning the management of contaminated land. The policy applies to all land in the Canterbury-Bankstown Local Government Area and will restrict development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Council's website at www.cbcity.nsw.gov.au.

Council is not aware of the land being affected by any matters as prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*.

Please refer to the *NSW Environment Protection Authority (EPA)* for more information.

Salinity

Not applicable

Coastal Hazards

Not applicable

Sea Level Rise

Not applicable

Unhealthy Building Land

The land is not affected by a policy restriction relating to Unhealthy Building Land.

Any Other Risk (including Aircraft Noise)

Not applicable

11 Bush Fire Prone Land

Not applicable

12 Loose-Fill Asbestos Ceiling Insulation

Not applicable

13 Mine Subsidence

The subject land is not within a mine subsidence district within the meaning of Section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

14 Paper Subdivision Information

Not applicable

15 Property Vegetation Plans

Not applicable

16 Biodiversity Stewardship Sites

Not applicable

17 Biodiversity Certified Land

Not applicable

18 Orders Under Trees (Disputes Between Neighbours) Act 2006

Not applicable

19 Annual Charges Under Local Government Act 1993 For Coastal Protection Services That Relate to Existing Coastal Protection Works

Not applicable

20 Western Sydney Aerotropolis

Not applicable

21 Development Consent Conditions for Seniors Housing

Not applicable

22 Site Compatibility Certificates and Development Consent Conditions For Affordable Rental Housing

Not applicable

23 Water or sewerage services

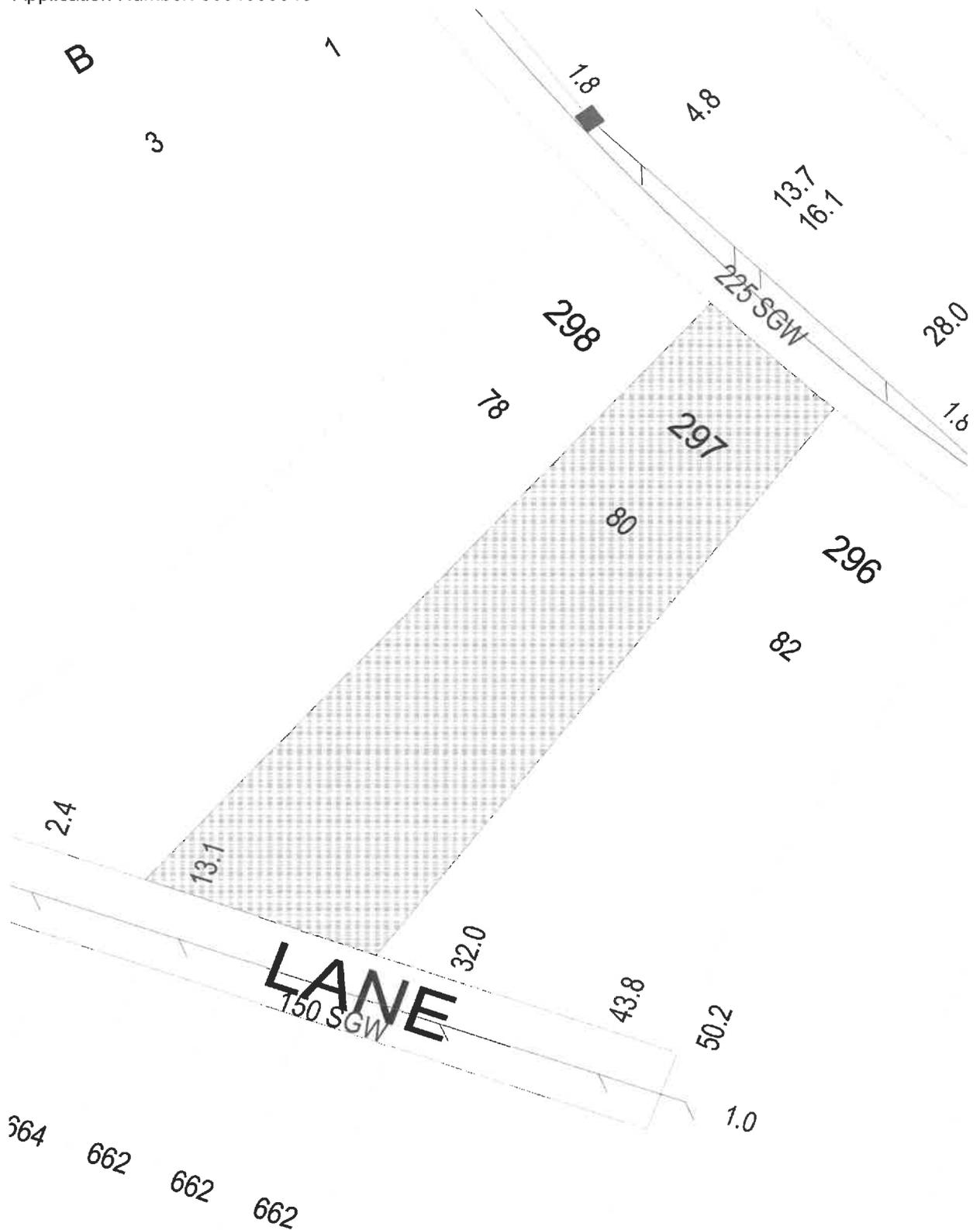
Council has not received a notice from a public water utility that water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

Note— A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

24 Special entertainment precincts

The land or part of the land is not in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

Service Location Print
Application Number: 8004533543



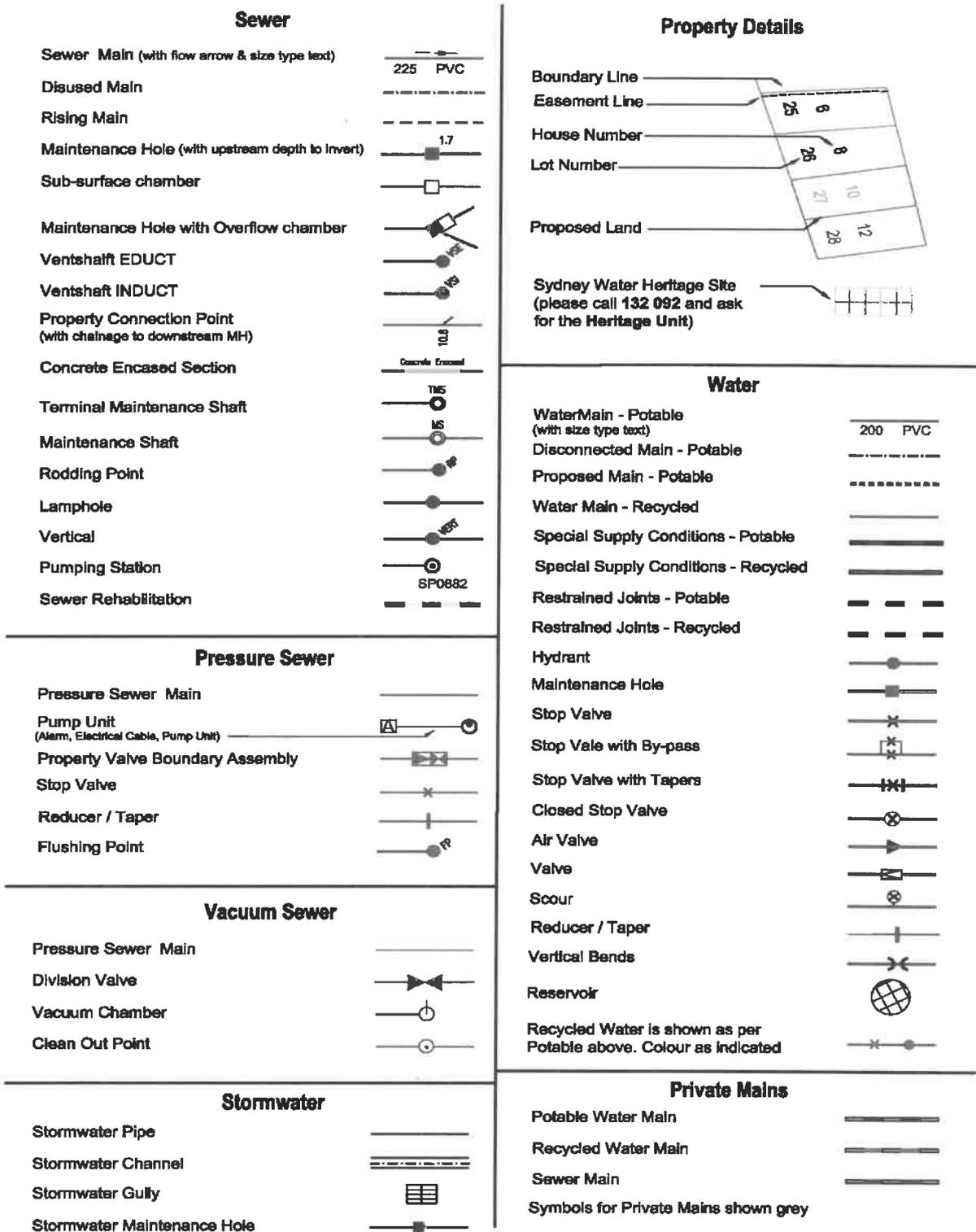
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Disclaimer

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



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: 8004533574

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
DIAGRAM OF SANITARY DRAINAGE

Municipality of **BANKSTOWN** SEWER AVAILABLE

Diagram No. **614187**

DANSWAN

SYMBOLS AND ABBREVIATIONS

□ Boundary Trap	RV	Reflux Valve	I.P.	Induct Pipe	
■ Pit	—	Cleaning Eye	M.F.	Mica Flap	
Bar	Grass Interceptor	VERT.	Vertical Pipe	T	Tube
■ Gully	○ V.P.	Vent. Pipe	K.S.	Kitchen Sink	
■ 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

Bsn.	Basin
Shr.	Shower
W.I.P.	Wrought Iron Pipe
C.I.P.	Cast Iron Pipe
F.W.	Floor Waste
W.M.	Washing Machine

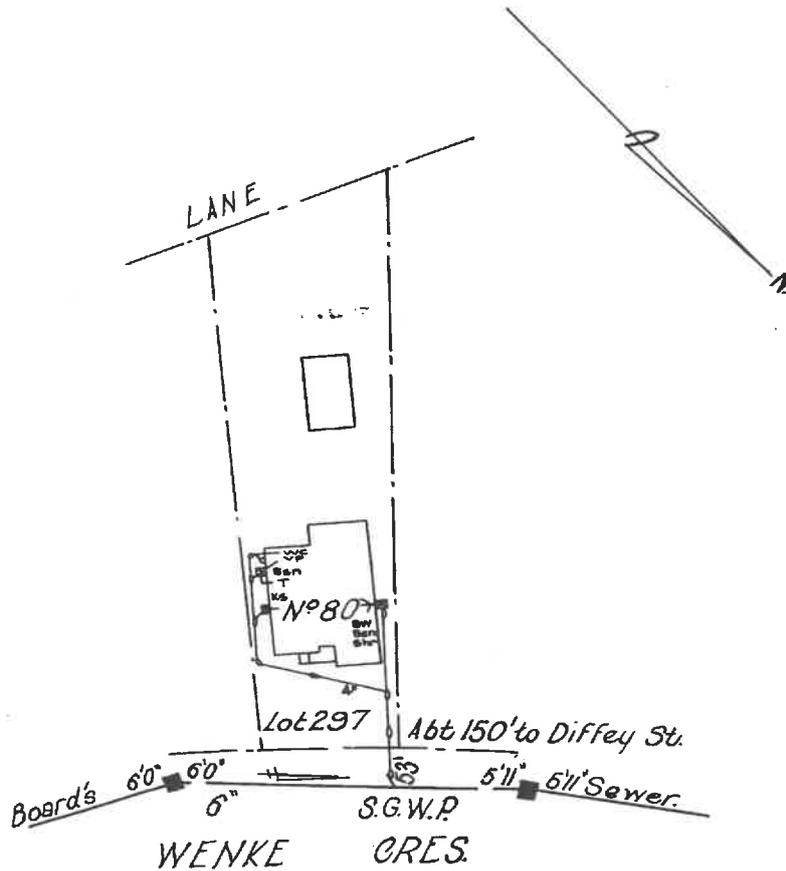
Existing drainage shown by black lines Scale: 40 Feet to an inch Proposed new drainage shown by full blue lines.

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.

~~This Board accepts no liability for the accuracy of the diagram in relation to the actual position of the Board's sewer mains or for any other matters which may be necessary to supply a sewerage diagram.~~

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



SHEET No. 6337

19
FOR ENGINEER-IN-CHIEF

		OFFICE USE ONLY		FIRST VISIT SUPERVISOR PASSED DATE	
W.C	Designed by	DATE	Inspector	/ /	/ /
Bth	Inspector	/ /	Date	/ /	/ /
Shr		/ /	Outfall	ML	LL
Bsn	Examined by	/ /	Drainer	172'837	
K.S		/ /	Boundary Trap is not required.	602 161	
T	Chief Inspector				
Pig					
Dge.Int.					
Dge.Ext	DESIGN				

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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.