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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	ADRIAN WILLIAM REAL ESTATE 270-276 King Street, Newtown NSW 2042 Email: denny@adrianwilliam.com.au	Phone: 0423 082 168 Agent: Denny Barros
co-agent		
vendor	LEN TRAN, HUOI TRAN & NGA TRAN	
vendor's solicitor	ANNA NGUYEN LAWYERS PO BOX 118, BANKSTOWN NSW 1885	Phone: (02) 79048888 / 0401965126 Email: annanguyen.lawyers@gmail.com Reference: CV3082
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	23 NORTHCOTE STREET, CANTERBURY NSW 2193 Lot 207 in Deposited Plan 7053 Folio Identifier: 207/7053	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	☐ air conditioning	☐ curtains	☐ insect screens	☐ range hood
	☐ blinds	☐ dishwasher	☐ internet/TV receiver	☐ solar panels
	☐ built-in wardrobes	☐ EV charger	☐ light fittings	☐ solar power battery
	☐ ceiling fans	☐ fixed floor coverings	☐ pool equipment	☐ stove
	☐ clothes line	☐ 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

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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**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

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

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Choices

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

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

Manual transaction (clause 30) ☒ NO ☐ yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

Land tax is adjustable ☒ NO ☐ yes
GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent
Margin scheme will be used in making the taxable supply ☒ NO ☐ yes
This sale is not a taxable supply because (one or more of the following may apply) the sale is:

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to off the plan contract

Other

- ☐ 61

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

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

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

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

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

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Cooling off period (purchaser's rights)

1 **This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.**

2 **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—**

(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or

(b) in any other case—the fifth business day after the day on which the contract was made.

3 **There is NO COOLING OFF PERIOD—**

(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or

(b) if the property is sold by public auction, or

(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or

(d) if the contract is made in consequence of the exercise of an option, 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 to resolve the dispute such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

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

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WARNINGS

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

Australian Taxation Office	**Local Council**
County Council	**Local Land Services**
Department of Education	**NSW Fair Trading**
Department of Planning, Housing and Infrastructure	**NSW Public Works**
	Owner of adjoining land
Department of Primary Industries and Regional Development	**Privacy**
	Subsidence Advisory NSW
Electricity, gas and telecommunications	**Transport agencies**
Homes NSW	**Water, sewerage or drainage authority**

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

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

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

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

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

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

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. **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 Australian Taxation Office.**

13 **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 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 Sign*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

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

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

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

2.4 The purchaser can pay any of the deposit by –

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

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

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

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

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

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

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

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

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

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

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

3 Deposit-bond

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

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

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

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

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

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

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

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

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

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

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

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

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 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

13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

● Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
20.16 Each *party* consents to –
20.16.1 any *party* signing this contract electronically; and
20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed 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 contract or management 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 s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.

23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.

23.12 The vendor can complete and send the interest notice as agent for the purchaser.

23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
  - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

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24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

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

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening –
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

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

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

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

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32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

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Annexure to the Contract for the Sale and Purchase of Land 2026 Edition

33 Conditions to prevail

The parties agree that in the case of any inconsistency the terms and conditions from 35 onwards will prevail to the extent of the inconsistency.

34 Contract Headings

All Headings contained in the Contract are for reference only and are not intended to and do not form part of the substance of this Contract.

35 Amendments

The terms of the Standard Clauses 1 to 32 are amended as follows:

(a) Clause 4.8 amend as follows: "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 personallyfor that transfer and the purchaser shall be responsible for the payment of any costs, duties,taxes or any like charges resulting from the said change in the transferee.

(b) Clause 6.2 deleted entirely;

(c) Clause 7.1.1 deleted and the words "any amounts is claimed" inserted instead;

(d) Clause 7.1.3 replace "14" and inserting "7" in its place.

(e) Clause 8.1.1 delete the words "on reasonable grounds".

(f) Clause 8.1.2 delete the words "and those grounds".

(g) Clause 8.1.3 replace "14" and inserting "7" in its place.

(h) Clause 10.1 Insert the words "or delay completion" after the word "terminate" on the first line.

(i) Clause 10.1.1 Insert the words "state of repair or absence" before the words "of any fence".

(j) Clause 10.1.2 At the end of the clause insert the words "including mains or pipes of any water, sewerage or drainage authority".

(k) Clause 10.1.9 the word "substance" is replaced with "existence"

(l) Clause 11.2 deleted entirely;

(m) Clause 14.4.2 is amended by deleting the words "the person who owned land owned no other land" and replacing it with "by adjusting that amount obtained by applying the percentage rate which the Vendor is assessed in the year in which settlement takes place to the average value of the land (as defined in the Land Tax Management Act 1956) (with no threshold) in that tax year".

(n) Clause 14.8 deleted entirely;

(o) Clause 16.3 delete the words "the vendor must pay the lodgement fee to the purchaser";

(p) Clause 19 insert the following additional clause: “19.3 Despite clause 19.2.3, the purchaser’s only remedy for a breach of warranty prescribed by the *Conveyancing (Sale ofLand) Regulation 2017 (NSW)* is the remedy prescribed by that regulation.”;

(q) Clause 23.2.6 Insert the words "including insurance premiums paid by the vendor but properly payable by the Owners Corporation" after the words "normal operating expenses".

(r) Clause 23.5.2 delete the words “but is disclosed in this contract”;

(s) Clause 23.6 deleted entirely including 23.6.1 and 23.6.2;

(t) Clause 23.7 deleted entirely;

(u) Clause 23.13 replace “vendor” with “purchaser/s”;

(v) Clause 23.14 deleted entirely;

(w) Clause 24.3.3 deleted entirely;

(x) Clause 25 deleted entirely;

(y) Clause 28 deleted entirely

(z) Clause 29 deleted entirely;

(aa) Clause 30.9, 30.10, 30.12.1, 30.12.2, 30.13.1 and 30.13.2

delete “settlement” and substitute “bank”;

(bb) Clause 30.11 deleted entirely;

(cc) Clause 31.2 replace “5” and inserting “2” in its place.

(dd) Clause 31.4 delete and replaced with “If the Vendor serves any clearance certificate or variation, the purchaser must settle in accordance with this contract’.

36 Interpretation

In this contract unless the context requires otherwise:

(a) a reference to any Agreement or document is to that Agreement or document (and, where applicable, any of its provision) as amended or replaced from time to time

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

(c) a gender includes the other genders;

(d) a reference to a document includes the document as modified from time to time and any document replacing it;

(e) **person** includes a natural person and anybody or entity whether incorporated or not;

(f) **month** means calendar month and **year** means 12 months;

(g) **in writing** includes any communication sent by letter, facsimile transmission or email.

37 Foreign Takeover Act and Foreign Investment Review Board

The Purchaser(s) warrant:

(a) That the purchaser/s is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or

(b) That the purchaser/s is/are a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the Treasurer of the Commonwealth of Australia has advised in writing that the Treasurer has no objection to the acquisition of the property by the Purchaser/s. The Vendor is to be provided with a copy of the FIRB approval before exchange of the Contracts is to occur and is an essential term of this Contract.

(c) In the event the Foreign Acquisitions and Takeovers Act 1975 applies to the Purchaser and to this transaction, in breach of the promise contained in clause 22 in this Contract, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence of the Purchaser's breach of clause 22. This promise and indemnity shall not merge on completion and is notwithstanding clause 22.

38 No variation

This contract cannot be amended or varied except as agreed in writing by the parties.

39 Deposit by instalment

39.1 If the Purchaser requests in writing and the Vendor accepts in writing, notwithstanding clause 2.2, the Purchaser shall pay the total deposit of 10% of the purchase price as specified on the front page of the contract in the amounts and upon the dates as follows:

(a) 5% – upon the date of this Contract, and

(b) The balance of 5% – upon the first to occur of:

(i) completion of this contract, and

(ii) the date upon which the Vendor terminates this contract due to default by the Purchaser.

39.2 Notwithstanding clause 2.2, the Purchaser shall pay the instalment of the deposit payable through PEXA upon completion, or by bank cheque upon Purchasers' default, time being of the essence.

39.3 The Purchaser acknowledges that, notwithstanding any other correspondence issuing from any person (and, in particular, from the Agent or any representative of the Vendor), the deposit payable pursuant to this contract is equivalent to 10% of the purchase price to secure the Purchaser's obligations pursuant to this contract. This clause does not restrict the Vendor from making any further claim under Clause 9 of the contract.

40 Completion

40.1 ***Notice to complete***

If this contract is not completed on or by the Completion Date, the party not in default will be entitled by notice in writing to the other to fix a date for Completion and in this regard making time for Completion essential.

40.2 ***Reasonable time for notice***

(a) It is agreed between the parties that 14 days between (but excluding) the date of service of a notice under clause 40.1 and the date for Completion specified in the notice is reasonable and adequate time for the insertion in any notice served by one party on the other requiring Completion period includes days which are not business days.

(b) The party that served the notice may at any time withdraw the notice without prejudice to the continuing right of that party to give any further notice.

(c) Where the Purchaser does not settle on the Completion Date and the Vendor then issues a Notice to Complete, the Purchaser shall pay the Vendor's additional costs of $330.00 which shall be paid as an adjustment in favour of the Vendor on settlement.

40.3 ***Liquidated damages***

(a) If Completion does not take place on or before the Completion Date for any reason not attributable to the Vendor, then without prejudice to all other remedies of the Vendor, the Purchaser must pay on Completion to the Vendor by way of liquidated damages, interest on the purchase price less the deposit at the rate of 10% per annum calculated daily from the Completion Date until the actual date of Completion.

(b) The Purchaser is not entitled to require the Vendor to complete this contract unless the payment under clause 40.3(a) is paid to the Vendor on Completion.

41 Delay in Completion

If completion does not take place on or before the Completion Date other than as a result of the default of the Vendor, the Purchaser must in addition to the price pay to the Vendor on completion an amount of $110.00. This amount will be payable for each appointment for completion which is cancelled or does not take place, to cover additional legal fees for rescheduling settlements. It is an essential term of this contract that this cost is paid on completion.

42 Real estate agent

The Purchaser warrants that the Purchaser was not introduced to the Vendor or the Land by any real estate agent other than the Vendor's agent, if any, who is entitled to charge a commission, named on the front page of this contract. The Purchaser agrees to indemnify the Vendor against any claim for commission (including the Vendor's costs of defending any claim) arising out of a breach of this warranty.

43 State of repair

43.1 ***Land sold in present condition***

The Purchaser(s) acknowledge that the Land, including inclusions and services to the Land, if any, are sold in their present condition and state of repair, subject to reasonable wear and tear and to all faults and defects, both latent or patent and such infestation and dilapidation as may exist at the time of making of this Contract and the Vendor is not required to make any alteration or repair to them, and the Purchaser shall make no

requisition, objection or claim for compensation in relation to any of these matters.

43.2 ***Furnishing, Fittings and Condition of property***

The subject matter of this sale is land and fixtures only and does not include any furnishings, fittings, goods or personalty on the property. The purchaser must not require the Vendor to remove any furnishings, fittings, goods, rubbish or personalty at any time. The Purchaser must not make any objection, requisition or claim for compensation nor delay completion because there are any such furnishings, fittings, goods, personalty or rubbish on the property or in or on the improvements at the time of completion or which remain there after completion.

<u>The purchaser acknowledges that the Vendor will not prior to completion:</u>

(a) mow any lawns or remove any garden refuse and other rubbish from the property;

(b) if any services to the property are disconnected, do anything or pay any amounts for the reconnection of those services;

(c) provide any keys or remote-control devices which may be missing for any lock/door/window on the property; and

(d) clean and chemically balance the pool, if a pool is an improvement erected on the property.

43.3 ***Inclusions***

i) 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.

ii) 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.

iii) The Purchaser shall not make nor be entitled to make any requisitions, claim for compensation, delay completion, rescind or terminate in respect of any matter or thing noted, disclosed, referred to in or arising of this clause.

43.4 ***Swimming pool (if applicable)***

The Purchaser acknowledged that in the event that a swimming pool is situated on the subject property, the Vendor does not warrant that such swimming pool complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed therein. The Purchaser agrees that upon completion, he/she shall comply with the requirements of the Act and such regulations relating to access to the swimming pool and the erection of the Warning Notice. It is further agreed that the clause shall not merge on completion.

43.5 ***Building Certificate***

The vendor does not have a building certificate

(a) The Purchaser is not entitled to require the Vendor to:

(i) Apply for or do anything to obtain a building certificate; nor

(ii) Comply with the local council's requirements for the issue of building certificate.

(b) Completion of this Contract is not conditional on the Vendor or Purchaser obtaining a building certificate

43.6 ***No Guarantee of Area***

(a) The Vendor does not have a survey report of the property. The Purchaser must make and rely on its own enquiries regarding the position of the improvements on, the area of and the boundaries of the land.

(b) The Vendor has taken the area of the Property from the records of Department of Land and presumed such areas to be correct and does not guarantee the accuracy of the area of the Land.

(c) The Purchaser must not make any requisition or claim, delay completion of or rescind or terminate this Contract in connection any deficiency or excess in the area of the Land which may be disclosed by any survey or in any other manner.

43.7 ***Fences***

The Purchaser acknowledges that they may not make a claim or requisition or delay completion:

(a) If any of the fences on or surrounding the property are not on the correct boundary.

(b) As to the nature or state of repair of any fence.

(c) If there are no fences or if any fence is a 'give and take fence'.

(d) If a swimming pool, as defined in the Swimming Pools Act 1992 is not fenced as required by law.

43.8 ***Solar panels***

The Purchaser acknowledges that if there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, and the parties agree as follows:

(a) Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;

(b) The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and

(c) The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

(d) The purchaser cannot make any requisitions, objection or claim; or rescind, terminate or delay completion of this Contract by reason or any of the above matters under this clause.

43.9 ***No Drainage Diagram (if applicable)***

The Vendor discloses to the purchaser that no drainage diagram indicating sewerage connections to the main sewer traversing the subject property is available and that the vendor is unable to provide evidence as to the existence or approval of any sewerage connections as may exist on the subject property. The purchaser acknowledges they are aware of the fact that such diagram is unavailable. The purchaser warrants to the vendor that the purchaser enters into this contract notwithstanding that such diagram is unavailable and that the vendor cannot provide evidence as to the existence or approval of any sewerage connections. The purchaser agrees that they cannot make any objection, requisition or claim for compensation, have any right of rescission or termination nor delay completion by reasons of the facts disclosed in this provision.

43.10 ***No Action***

Subject to s 52A of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Sale of Land) Regulation 2010* (NSW), the Purchaser must not take any Action in respect of, or by reason of, any of the following matters:

(a) the state of repair or condition of the Land, fixtures, fittings or chattels;

(b) the state of repair, condition or availability of any service to or on the Land;

(c) the presence or location of any sewer, sewer line, manhole or vent on the Land or;

(d) any latent or patent defect to the Land;

(e) the Land is subject to or built over (with or without consent of any Authority) any service;

(f) the Land has the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service

(g) in respect of any defects in any service

(h) any underground or surface stormwater drain passes through or over the Land

(i) any encroachment by, or upon the Land

(j) any breach of the Local Government Act 1993 (NSW) or the regulations under that Act relating to the improvements erected on that Land

44 No representations or warranties

The Purchaser acknowledges and warrants that:

(a) in entering into this contract and in proceeding to Completion, neither the Vendor nor any person on its behalf has made or given nor has the Purchaser relied on any representation, warranty, promise or forecast including any including in any marketing material;

(b) the Purchaser has relied entirely on its own enquiries relating to, and inspection of, the Land, including the use to which the Land may be put (including restrictions), any existing gas, electricity, telephone, water, sewerage and

drainage installations or services as available to or on the Land, any improvements on the Land and any inclusions, fittings or chattels passing with the Land;

(c) no other statements or representations:

(i) have induced or influenced it to enter into this contract or to agree to any or all of its terms;

(ii) have been relied on by it in any way as being accurate for those purposes; or

(iii) have been warranted to it as being true.

45 Extensions to cooling off period

The Purchaser agrees that, if a cooling off period applies, any and each request for an extension to a cooling off period except for the first request, shall incur a cost of $110.00 payable to the Vendor upon completion as an allowance. It is an essential term of this contract that this cost is paid on completion. This amount is a genuine pre-estimate, to cover additional legal fees for the additional work performed because of the Purchaser/s request.

46 Confidentiality

46.1 A party to this contract, including any real estate agent, must not make any public disclosure, communication or announcement in relation to the terms of this contract except:

(a) with the prior written consent of all other parties;

(b) to comply with any legal, accounting, stock exchange or other regulatory requirements;

(c) to the extent required to comply with any of the terms of this contract;

(d) in respect of any public document to raise funds; or

(e) to the extent required to notify a party's financier or any other consultant or partner or potential consultant or partner.

47 Death, Incapacity or Insolvency of a Party

47.1 If a party is an individual to this Contract who dies or becomes mentally incapable before Completion, then the other party may rescind this contract by notice in writing to the other party's legal representative and Clause 19 will apply.

47.2 If a party is a corporation to this Contract, then without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity, then the Vendor may terminate this Contract by notice in writing to the Purchaser at any time where the Purchaser resolves to enter into liquidation or provisional liquidation; a summons is presented for the winding-up of the Purchaser; the Purchaser enters into a scheme of arrangement with its creditors under Part 5.1 of the Corporations Act 2001; any liquidator, provisional liquidator, receiver, receiver and manager, controller

or administrator is appointed in respect of the Purchaser or in respect of any asset of the Purchaser; or an application for bankruptcy is made against the Purchaser.

48 Release of Deposit

The Purchaser hereby agrees and authorises the Vendor's agent to release the whole of the deposit to the Vendor on exchange of contract for the purpose of the Vendor purchasing another property or payment of stamp duty for the purchase of another property. Should the Vendor's agent require confirmation from the Purchaser, then the Purchaser must provide such confirmation to the Vendor's agent within 24 hours to give effect to this clause. This is an essential condition and no further authority from the Purchaser shall be necessary.

49 Caveats

a) 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.

b) The Purchaser acknowledged and agrees that any rescission of this Contract by the Vendor pursuant to clause 49:

   i) Will not be a breach of this Contract for the purposes of clause 19.2.3; and

   ii) The Purchaser waives any rights it may have to claim for damages, costs or expenses arising directly or indirectly from any recission of this Contract by the Vendor pursuant to clause 49.

   iii) This Clause shall not merge on completion.

50 Finance for Purchaser(s)

The Purchaser(s) warrant that either the Purchaser(s) do not require finance to purchase this property; or the Purchaser(s) hold a current approved loan in an amount and upon terms satisfactory to them and sufficient to enable completion of this Contract within the time stipulated herein. The Purchaser(s) further acknowledge that the Vendor(s) rely upon this warranty in entering into this Contract. The Purchaser(s) agree the Purchaser(s) cannot terminate this Contract pursuant to the Consumer Credit Code.

51 Company Purchaser

In the event of the Purchaser being a company and in consideration of the Vendor entering into this Agreement with the Purchaser, the Director/s of the Purchaser being

……, and ……
("the Guarantors") jointly and severally guarantee to the Vendor the due and punctual performance and observations by the Purchaser of its obligations under this Agreement and indemnify and agree to keep indemnified the Vendor from and against all losses, damages and liability costs and expenses or whatsoever nature accruing to the Vendor resulting or arising from any failure by the Purchaser to perform or observe any of the obligation on its part to be performed or observed.

The Guarantee shall be a continuing guarantee and shall not be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter or thing and shall be deemed to constitute a principal obligation between the Guarantors and the Vendor.

52 Guarantor

It is an essential term of this Contract, the Director(s) of the Purchaser company must sign and deliver the attached form of Deed of Director's Guarantee simultaneously with the making of this contract for sale of land.

53 Settlement adjustment/apportionment of outgoings

If after completion an adjustment as required under this Contract was adjusted incorrectly or by error, the parties agree to correct such adjustment or error and cause a full payment to be madefor rectifying such incorrect adjustment or error within seven (7) days (and time is of essence in this respect) of receipt of written notification from the party entitled to reimbursements. This clause will not merge on completion.

54 Tenancy (if applicable)

The Purchaser is not entitled to make any objection, requisition, or claim for compensation or to terminate or rescind because the tenant vacates the premises prior to completion:

(a) Due to expiry of the residential tenancy agreement.

(b) Following lawful termination of the Tenancy by the tenant or the Vendor.

(c) By abandoning the premises in repudiation of the lease.

55 Vacant Possession

55.1 ***Notice to Vacate***

In the event that the subject Land is sold subject to Vacant Possession and the Tenant is currently residing in the subject Land and is unable to vacate on the completion date, the Purchaser agrees that:

(a) The managing agent of the subject Land or the Vendor's solicitor will only give notice to the tenants after the expiry of the cooling off period;

(b) The tenants will be given at least 35 days to vacate the subject Land after the expiry of the cooling off period.

(c) The Purchaser cannot serve the Vendor with a Notice to Complete regarding the inability of the tenants to vacate the subject Land of this agreement.

56 Deposit payment at auction sale

Notwithstanding any provisions in this contract, upon the making of the contract at the auction sale of the Land, the Purchaser is immediately liable for the 10% deposit of the contract if he/she is the successful bidder at the auction sale and time is of the essence. The Purchaser agrees that failure to pay the 10% deposit upon making of the contract or a cheque for the 10% deposit is not honoured on presentation is a breach of the essential term of the contract entitling the Vendor to terminate immediately and recover the 10% deposit plus damage from the Purchaser.

57 Land Tax Certificate

The Vendor will obtain and serve a Land Tax Certificate on or before settlement.

58 Adjustment of Lease payments (if applicable – Self-Managed Rental Property)

i) Rent and outgoings paid in advance by a tenant will be adjusted between the Vendor and the Purchaser on completion.

ii) 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.

iii) 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.

iv) This clause will not merge on completion.

59 Section 184 / Section 26 Certificates (if applicable)

This Clause applies only the land (or part of it) is a Lot in a Strata, Neighbourhood or Community Scheme (or on completion is to be a Lot in a Scheme of that kind).

(a) Clause 23.13 is amended by replacing the word "vendor" with "purchaser/s" in line one.

(b) Clause 23.14 is deleted entirely.

(c) Clause 23.15 is deleted in entirely.

(d) The Purchaser shall be responsible for applying to the holder of the Strata or Community Title records for the Section 184 Certificate under the Strata Schemes Management Act or for the Section 26 Certificate under the Community Land Management Act. The Purchaser shall not be entitled to delay completion or make any requisition or objection arising from the Purchaser's failure to apply for the said Certificate.

(e) The Vendor hereby authorised the Purchaser to apply for the Section 184 Certificate under the Strata Scheme Management Act or for the Section 26 Certificate under the Community Land Management Act in relation to the Lot and the Purchaser undertakes to provide a copy of the said Certificate to the Vendor at least five (5) business days prior to completion.

(f) Should the Purchaser fail to procure the Section 184 Certificate under the Strata Schemes Management Act or for the Section 26 Certificate under the Community Land Management Act in relation to the Lot, the Vendor shall be entitled to change liquidated damages in accordance with Special Condition 40.

60 Special Levies (if applicable)

This Clause applies only if the land (or part of it) is a Lot in a Strata, Neighbourhood or Community Scheme (or on completion is to be a Lot in a Scheme of that kind).

(a) Notwithstanding any other provisions of this Contract, the Vendor and Purchaser covenant and agree that if a contribution is not a regular periodic contribution and is not disclosed in this Contract, the Vendor is liable for it if it is payable before

the date of Contract and the Purchaser is liable for it if it is payable on or after the date of Contract. If it is payable in instalments, then the Vendor is liable for all/any instalments payable prior to the date of this Contract and the Purchaser is liable for all/any instalments payable on or after the date of Contract.

(b) The purchaser is solely liable for it if levied on or after the *contract date*.

(c) The Purchaser warrants that it has inspected the booked and records of the Owners Corporation prior to the date of this Contract and is aware of any matter in relation to the building that would justify the making of any upgrading or demolition order.

(d) Clause 23.5.2 is amended by the deletion of the words "but is disclosed in this contract";

(e) Clause 23.6 is amended by the deletion of the words "and is not disclosed in this contract";

(f) Clause 23.6.1, Clause 23.6.2 and Clause 23.7 are deleted in their entirely.

61 Vendor Disclosure – Improvements

61.1 The Vendor discloses that the Vendor:

(a) does not know whether the works carried out on the improvements on the property have been approved by Council or whether they have been built in accordance with any approved plans;

(b) may not have an Occupation Certificate in respect of the improvements; and

(c) may not have a copy of the Certificate of Insurance under the Home Building Act 1989 (NSW) in respect of building work undertaken on the property.

61.2 The Purchaser must not require the Vendor to obtain development approval from Council in respect of the improvements on the property and the construction of them and accepts responsibility for complying with all Council's notices and orders in respect of the improvements and the property.

61.3 The Purchaser accepts the property subject to the disclosures in this Clause and must not make any objection, requisitions or claim for compensation or seek to delay completion or rescind or terminate this Contract because of any matter arising either directly or indirectly from the disclosures in this Clause.

62 Swimming Pool (if applicable)

If the improvements to the property include a swimming pool the Purchaser acknowledges and agrees that:

(a) the Purchaser accepts the swimming pool, its surroundings and fencing (if any) in its present state of repair and conditions;

(b) If the Council or any authority issues any notice or an order is made requiring any work to be done to or in connection with the swimming pool, its surroundings and fencing (if any) then the Purchaser must at its own cost carry out all work necessarily to be done;

(c) The Purchaser will, on and from completion, do everything (if anything) necessary to be done to ensure that the swimming pool, its surroundings and fencing (if any) complies with the Swimming Pools Act 1992.

(d) The Vendor expressly discloses and the Purchaser/s acknowledges that a Certificate of Non-Compliance issued under Section 22E of the *NSW Swimming Pool Act 1992* is attached to this Contract and that the Vendor shall not be required to undertake nor perform any works to rectify any or all defects to obtain a Certificate of Compliance and, in effect, instead transfers those obligations to the Purchaser/s.

(e) The Purchaser/s understand and acknowledge their obligations and responsibilities under any relevant laws to do everything necessary from the date of settlement to rectify all defects listed in the Certificate of Non-Compliance and to obtain a Certificate of Compliance.

(f) The Purchaser/s having knowledge of the Vendor's disclosure herein and shall make no objection or requisition and cannot make a claim for compensation or rescind or delay completion in respect of this Clause.

63 Removal of Brackets

If there is a television wall bracket or wall mount on the walls of the property, the Vendor will not repair or make good of any holes in the wall following the removal of the said bracket or mount.

64 Sale subject to the Vendor's ability to provide clear title to the purchaser

Notwithstanding any other clause in this contract, in the event that a charge by a third party is registered on title of the property subject to this contract at any time, either before exchange or after exchange of this contract, the vendor shall be entitled to rescind this contract at any time up to an including the completion date after which clause 19 shall apply. No objection, requisition or claim for compensation shall be made by the Purchaser in respect of any matter arising from this clause. For the avoidance of doubt, a charge includes but is not limited to a caveat and/or mortgage.

65 GST

a) If GST payment is not marked on the Contract and the Commissioner of Australian Taxation Office assesses payment of GST is required on the sale, then Purchaser has to pay this amount of GST to the Vendor within seven (7) days of notice. The Vendor can sue the Purchaser as liquidated claim for the debts if not paid by the Purchaser.

b) Payment after seven (7) days will accrue interest at 10% per annum. The amount of GST so invoiced and any accrued interest will be a debt recoverable as such by the Vendor. The parties agree that such debt constitutes a caveatable interest, having a nexus with the land subject of this Contract, and accordingly the purchaser consents to the Vendor lodging a Caveat to protect his interest for any monies unpaid under this Contract.

c) The provisions of this Clause shall not merge on completion.

d) If there is any conflict between the provisions of these further conditions and those contained in the printed conditions of this contract, these further conditions prevail.

66 Sale by Auction

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

Bidders record means the bidders record to be kept pursuant to clause 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002:

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

2A. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned

residential property or rural land or the sale of such land by a vendor as executor or administrator:

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

(b) A bid by or on behalf of an executor or administrator may be made to purchase inthat capacity;

(c) Before the commencement of the auction, the auctioneer must announce that bidsto purchase the interest of another co-owner or to purchase as executor oradministrator may be made by or on behalf of the vendor; and

(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

3. The following condition, in addition to those prescribed by subclause 1, is prescribed as applicable to and in respect of the sale by auction of livestock. The purchaser of livestockmust pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor the full amount of the purchase price:

(a) If amount can reasonably be determined immediately after fall of hammer – beforethe close of the next business day following the auction; or

(b) If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

CONDITIONS OF SALE BY AUCTION

PROPERTY, STOCK AND BUSINESS AGENTS REGULATION 2014 - REG 15

(1) The following conditions are prescribed as applicable to and in respect of the sale by auction ofland:

(a) The vendor's reserve price must be given in writing to the auctioneer before the auctioncommences.

(b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids thatmay be made by or on behalf of the vendor.

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

(d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer'sdecision is final.

(e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not inthe best interests of the vendor.

(f) A bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf ofanother person.

(g) A bid cannot be made or accepted after the fall of the hammer.

(h) As soon as practicable after the fall of the hammer the purchaser is to sign theagreement (if any) for sale.

(2) The following conditions, in addition to those prescribed by subclause (1), are prescribed asapplicable to and in respect of the sale by auction of residential property or rural land:

(a) All bidders must be registered in the Bidders Record and display an identifying numberwhen making a bid.

(b) Subject to subclause (3), the auctioneer may make only one vendor bid at an auction forthe sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.

(c) Immediately before making a vendor bid the auctioneer must announce that the bid ismade on behalf of the seller or announce "vendor bid".

(3) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

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

(b) A bid by or on behalf of an executor or administrator may be made to purchase in thatcapacity.

(c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator maybe made by or on behalf of the seller.

(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered tobid on behalf of any co-owner, executor or administrator.

DEED OF DIRECTOR'S GUARANTEE

VENDOR:

PURCHASER:

LAND:

I/We _____ of _____ _____ NSW (hereinafter called "The Guarantor(s)") being director(s) of the abovementioned purchaser company (hereinafter called "The Purchaser") in consideration of the abovementioned Vendor (hereinafter called "The Vendor") at my/our request agreeing to sell to the Purchaser, the Land described in the contract to which this Deed of Director's Guarantee is attached, do hereby guarantee to the Vendor the due and punctual performance by the Purchaser of all of the terms and conditions of the within contract and do further covenant and agree that I/we will indemnify and keep indemnified the Vendor against any loss and/or damage howsoever arising, which the Vendor may suffer inconsequence of any failure of the Purchaser to perform its obligations under the within contract.

The Guarantor(s) hereby acknowledge that prior to execution of this Deed of Director's Guarantee, the Guarantor(s) have read and understood the within Guarantee and the contract for sale to which it is attached, as is evidenced by the signature(s) hereto.

DATED on the same date as the contract for sale of land to which this Deed is attached.

SIGNED SEALED AND DELIVERED BY) .....

The Guarantor(s) in the presence of:) .....

.....

Witness

Title Search

Fynd | LRS

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 207/7053

SEARCH DATE	TIME	EDITION NO	DATE
6/8/2026	1:51 AM	6	13/7/2026

LAND

LOT 207 IN DEPOSITED PLAN 7053
AT CANTERBURY
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP7053

FIRST SCHEDULE

HUOI TRAN
LEN TRAN
NGA TRAN
AS TENANTS IN COMMON IN EQUAL SHARES (TJ AW184997)

SECOND SCHEDULE (1 NOTIFICATION)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

annanguyen.lawyers@gmail.com PRINTED ON 6/8/2026

**Asterisked entries do not appear on the former Certificate of Title (abolished in 2021) or on the Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

Fynd Pty Ltd - hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) if the Real Property Act 1900. Note: Information contained in this document is provided by Fynd Pty Ltd (ABN: 73 642 504 238), https://fynd.info an approved NSW Land Registry Services Information Broker.

© Office of the Registrar-General /Src:TRISearch /Ref:CV2567

ivision of HIGHFIELD ESTATE

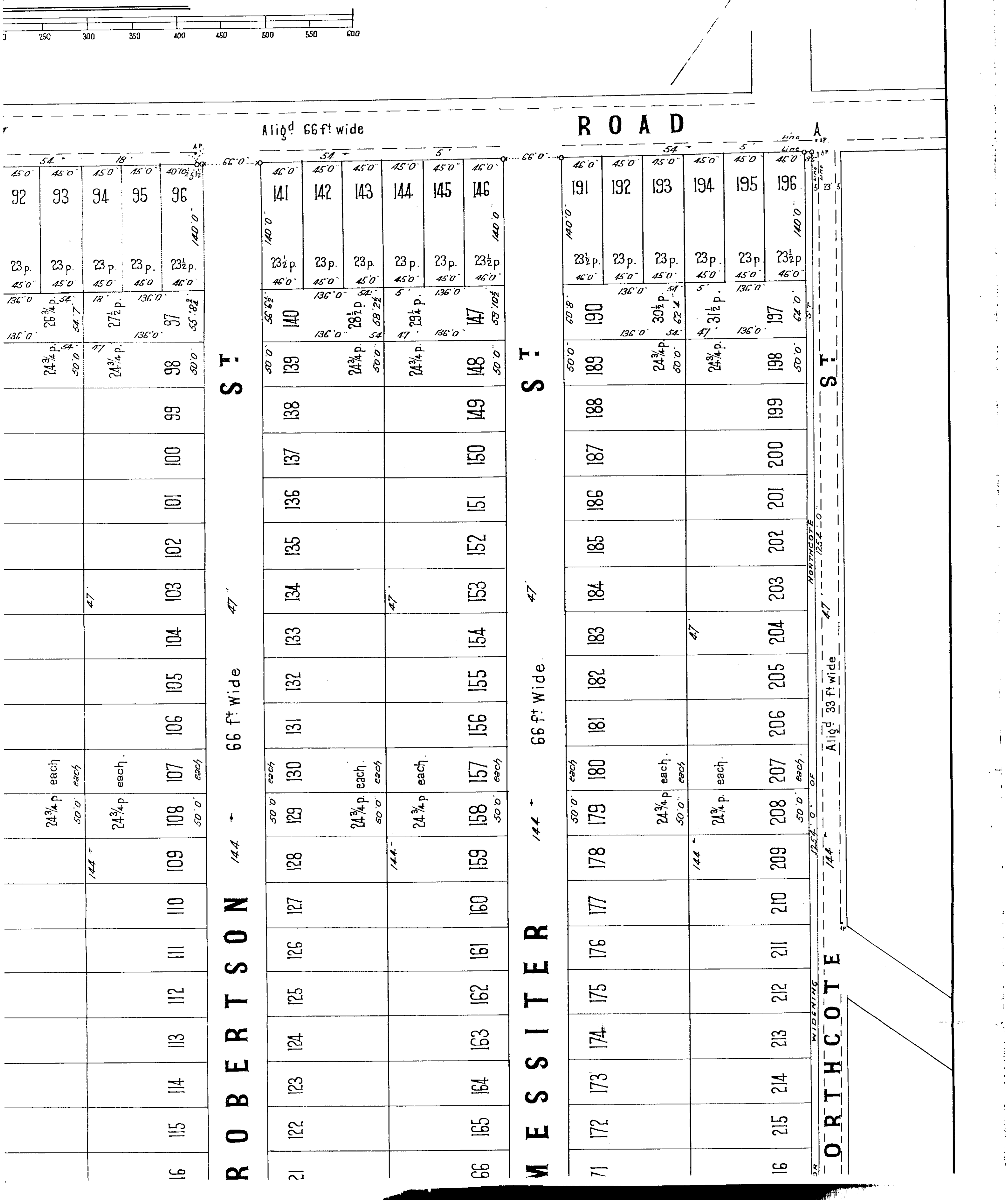
g part Por. 99

y of Canterbury

orge ; County of Cumberland

DP 7053 (E)

; 100 feet to an Inch



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© Office of the Registrar-General /Src:TRISearch /Ref:CV2567

A.24225 6.5.13.

PLAN of Subdivision of HIGHFIELD ES

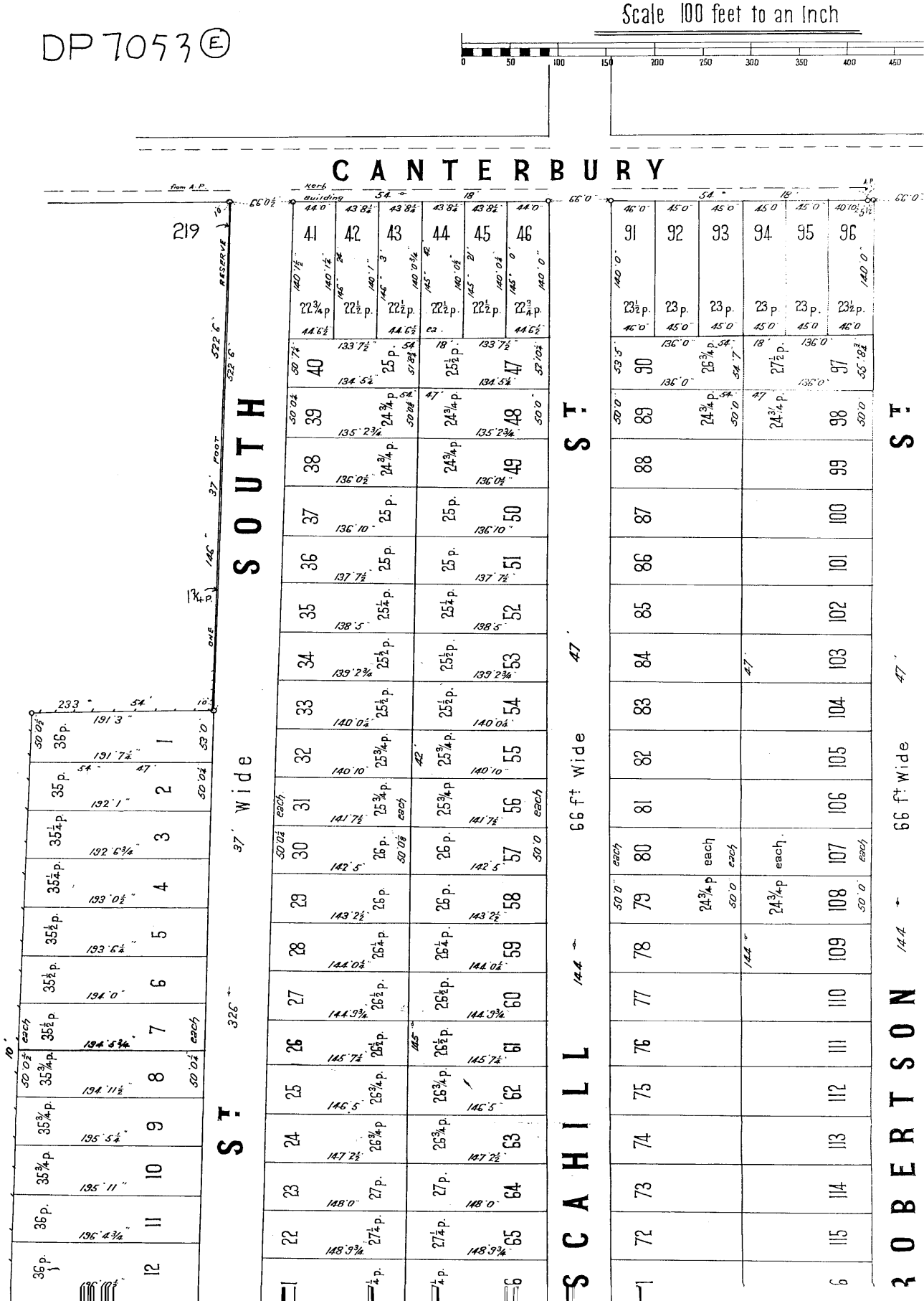
being part Por. 99

Municipality of Canterbury

Parish of St. George ; County of

Scale 100 feet to an Inch

DP 7053 (E)



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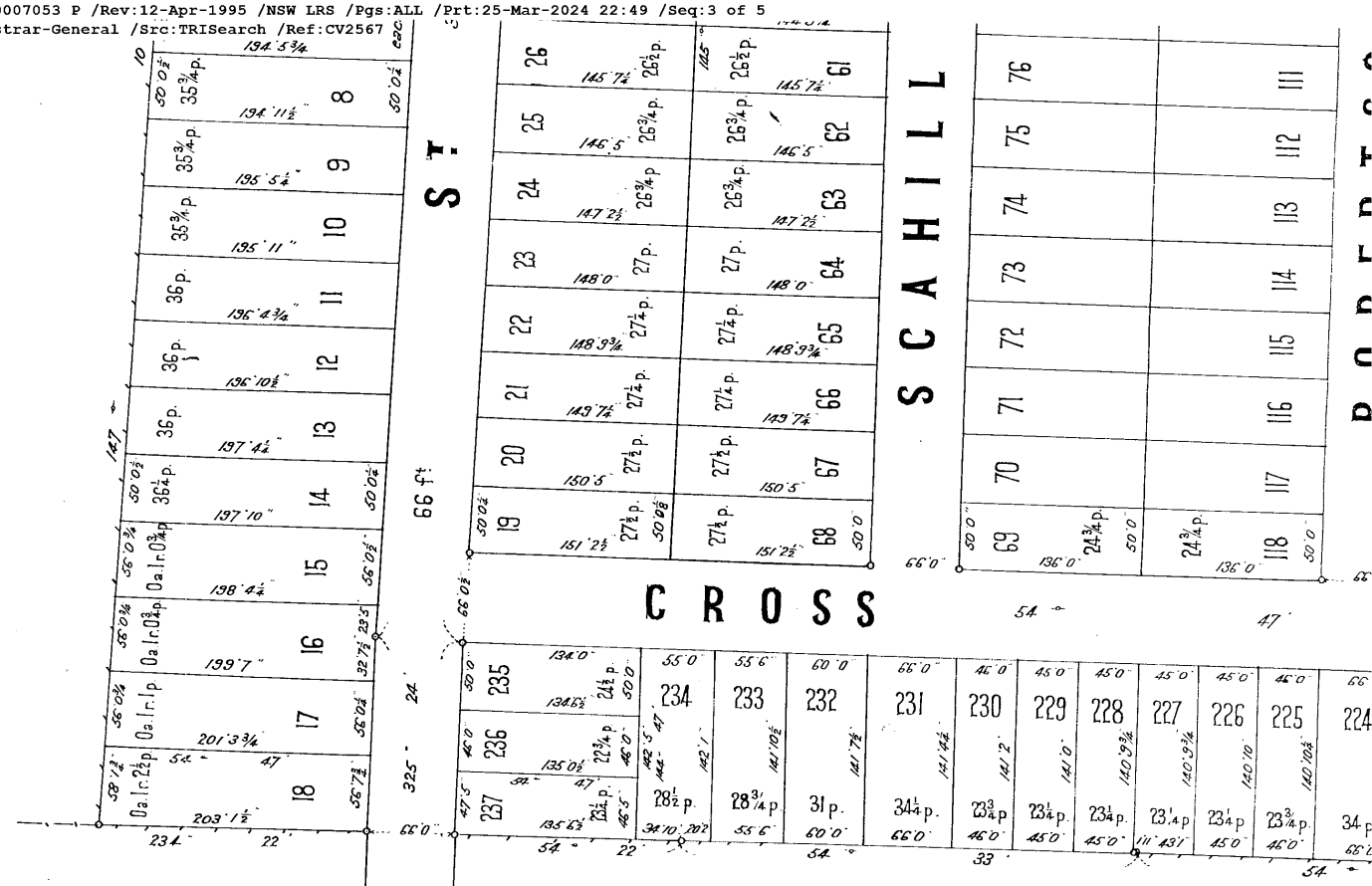

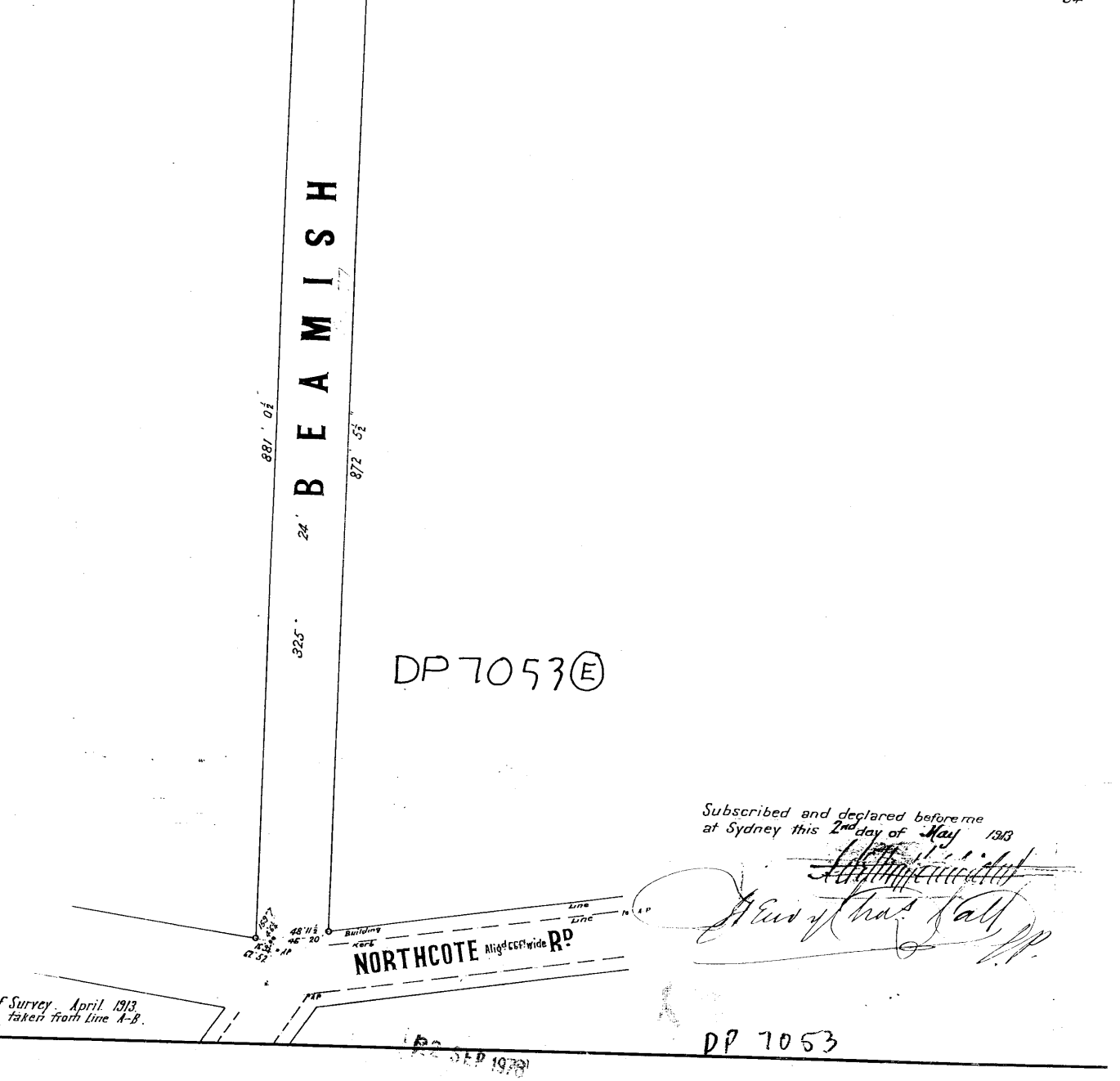

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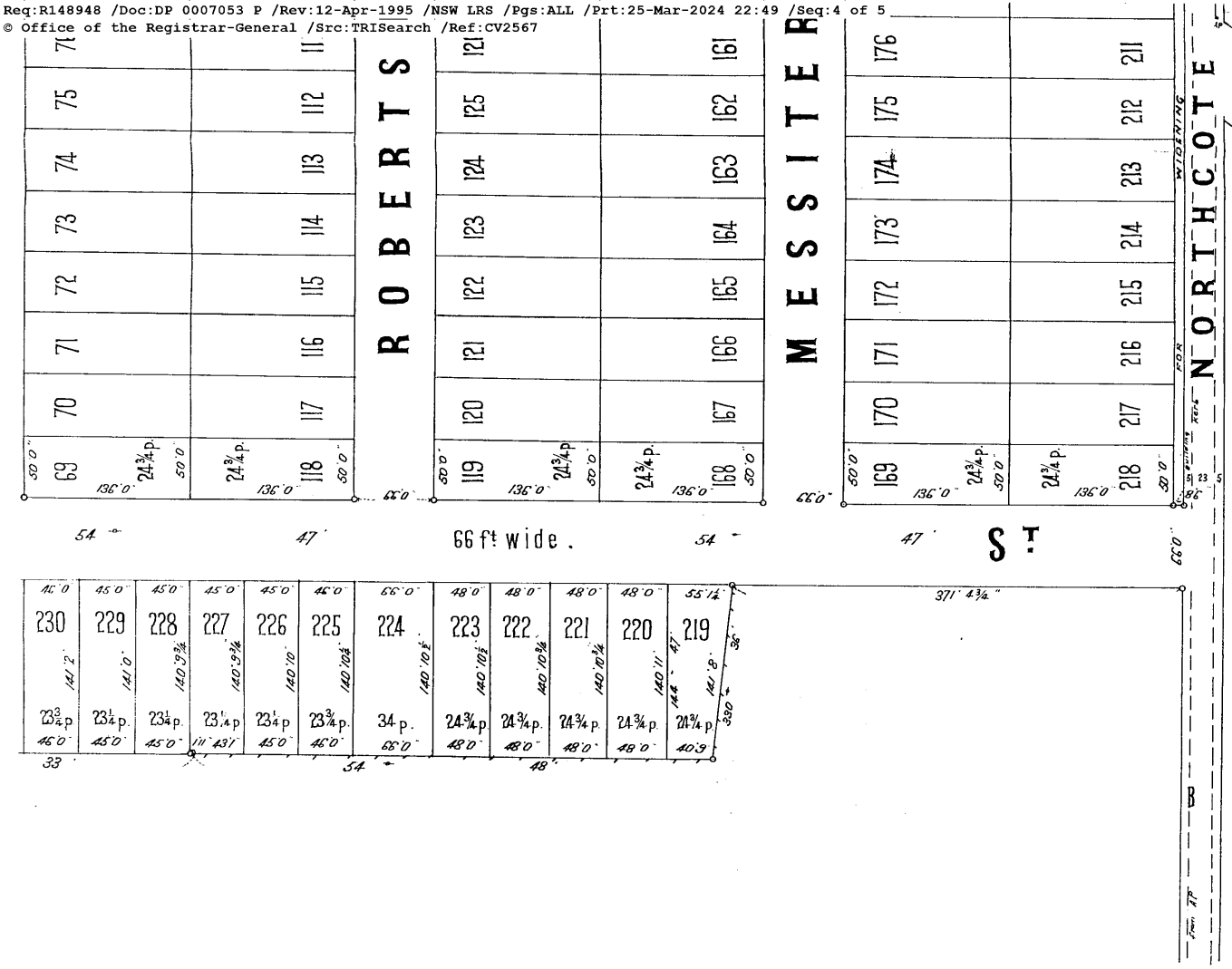

DECLARATION

I Adelbert Schleicher of 32 Pitt St Sydney Licensed Surveyor, specially Licensed under the Real Property Act, do hereby solemnly and sincerely declare, that the Boundaries and measurements shewn on this Plan are correct for the purposes of the said Act, and that the said Plan, and the survey of the Land to which the same relates, have been prepared and made by me, or under my immediate supervision, and I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act 1900.

Adelbert Schleicher
Licensed Surveyor.

...ribed and declared before me
...dney this 2nd day of May 1913

DP 7053 (E)

7053

W.R.D.

Req:R148948 /Doc:DP 0007053 P /Rev:12-Apr-1995 /NSW LRS /Pgs:ALL /Prt:25-Mar-2024 22:49 /Seq:5 of 5
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CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 7053

FEET	INCHES	METRES
1	-	0.305
1	11	0.585
3	1 1/2	0.95
4	5 1/4	1.35
5	-	1.525
5	1 1/2	1.56
6	5	1.955
8	6	2.59
16	9 1/4	5.11
19	1 7/8	5.84
20	2	6.145
23	-	7.01
23	5	7.135
32	7 1/2	9.945
33	-	10.06
34	6 1/2	10.53
34	10	10.615
36	0 1/2	10.985
36	10	11.225
37	7 1/2	11.47
38	5	11.71
40	-	12.19
40	0 1/4	12.2
40	0 3/4	12.21
40	9	12.42
40	10 1/2	12.46
41	7 1/2	12.685
41	10 1/2	12.765
42	5	12.93
43	1	13.13
43	2 1/2	13.17
43	8 1/4	13.315
44	-	13.41
44	6 1/2	13.575
45	-	13.715
45	7 1/4	13.9
46	-	14.02
46	3	14.095
46	5	14.15
47	5	14.455
48	-	14.63
48	11 1/2	14.92
49	7 1/4	15.12
50	-	15.24
50	0 1/8	15.245
50	0 1/4	15.245
50	0 1/2	15.255
50	5	15.365
51	8 3/4	15.765
52	10 1/4	16.11
53	-	16.155
53	5	16.28
54	7	16.635
55	-	16.765
55	1 1/4	16.795
55	6	16.915
56	0 1/4	17.075
56	0 1/2	17.08
56	0 3/4	17.09
56	6 1/2	17.235
56	7 3/4	17.265
58	1 3/4	17.725
58	2 1/2	17.74
59	10 1/2	18.25
60	8	18.49
62	4	19
64	-	19.505
66	-	20.115
66	0 1/2	20.13
91	7 1/4	27.92
92	1	28.065
92	6 3/4	28.215
93	0 1/2	28.36
94	-	28.65
97	10	29.82
98	4 1/4	29.98
98	7	30.05

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 7053 CONTINUED

FEET	INCHES	METRES
133	7 1/2	40.73
134	-	40.845
134	5 1/4	40.975
134	6 1/2	41.01
135	0 1/2	41.16
135	2 3/4	41.22
135	6 1/2	41.315
136	-	41.455
136	0 1/2	41.465
136	10	41.705
137	7 1/2	41.95
138	2 3/4	42.13
138	5	42.19
139	2 3/4	42.435
140	-	42.67
140	0 1/4	42.68
140	0 1/2	42.685
140	0 3/4	42.69
140	1	42.695
140	1 1/4	42.705
140	1 1/2	42.71
140	6 3/8	42.835
140	9 3/4	42.92
140	10	42.925
140	10 1/4	42.93
140	10 1/2	42.94
140	10 3/4	42.945
140	11	42.95
141	-	42.975
141	2	43.03
141	4 1/4	43.085
141	7 1/2	43.165
141	8	43.18
141	10 1/2	43.245
142	1	43.305
142	5	43.41
143	2 1/2	43.65
144	0 1/4	43.895
144	9 3/4	44.14
145	7 1/4	44.38
146	5	44.63
147	2 1/2	44.87
148	-	45.11
148	9 3/4	45.36
149	7 1/4	45.6
150	5	45.845
151	2 1/2	46.09
191	3	58.29
191	7 1/4	58.4
192	1	58.55
192	6 3/4	58.69
193	0 1/2	58.84
193	6 1/4	58.99
194	-	59.13
194	5 3/4	59.28
194	11 1/2	59.42
195	5 1/4	59.57
195	11	59.72
196	4 3/4	59.86
196	10 1/2	60.01
197	4 1/4	60.15
197	10	60.3
198	4 1/4	60.46
199	7	60.83
201	3 3/4	61.36
203	1 1/2	61.91
371	4 3/4	113.2
522	6	159.26
872	5 1/2	265.93
881	0 1/2	268.54
1254	-	382.22

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 7053 CONTINUED

AC	RD	P	SQ M
-	-	22 1/2	569.1
-	-	22 3/4	575.4
-	-	23	581.7
-	-	23 1/4	588.1
-	-	23 1/2	594.4
-	-	23.55	595.6
-	-	23 3/4	600.7
-	-	24 1/2	619.7
-	-	24 3/4	626
-	-	25	632.3
-	-	25 1/4	638.6
-	-	25 1/2	645
-	-	25 3/4	651.3
-	-	26	657.6
-	-	26 1/4	663.9
-	-	26 1/2	670.3
-	-	26 3/4	676.6
-	-	27	682.9
-	-	27 1/4	689.2
-	-	27 1/2	695.6
-	-	28 1/2	720.8
-	-	28 3/4	727.2
-	-	29 1/4	739.8
-	-	30 1/2	771.4
-	-	31	784.1
-	-	31 1/2	796.7
-	-	33	834.7
-	-	34	860
-	-	34 1/4	866.3
-	-	35	885.2
-	-	35 1/4	891.6
-	-	35 1/2	897.9
-	-	35 3/4	904.2
-	-	36	910.5
-	-	36 1/4	916.9
-	-	36 3/4	929.5
-	1	3/4	1031
-	1	1	1037
-	1	2 1/2	1075
-	2	23 3/4	2624

Sewer Service Diagram

Application Number: 2472509

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of Canterbury **No.** 734961

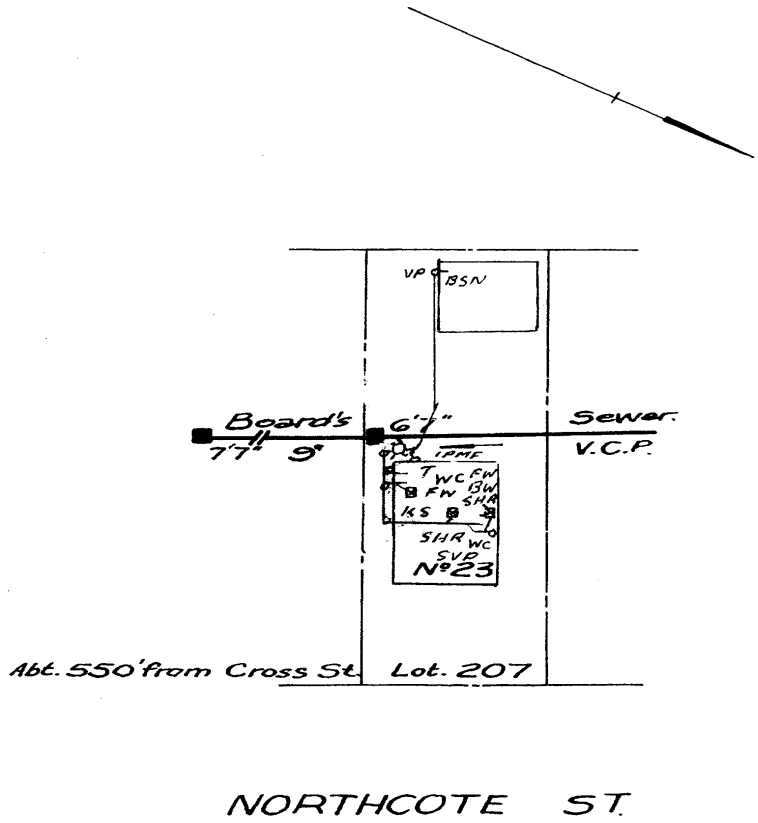
SYMBOLS AND ABBREVIATIONS

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

Scale: 40 Feet To An Inch

SEWER AVAILABLE

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



S RATE No. ..... W.C.s ..... U.C.s ..... 19.....

SHEET No. 1455 OFFICE USE ONLY For Engineer House Services

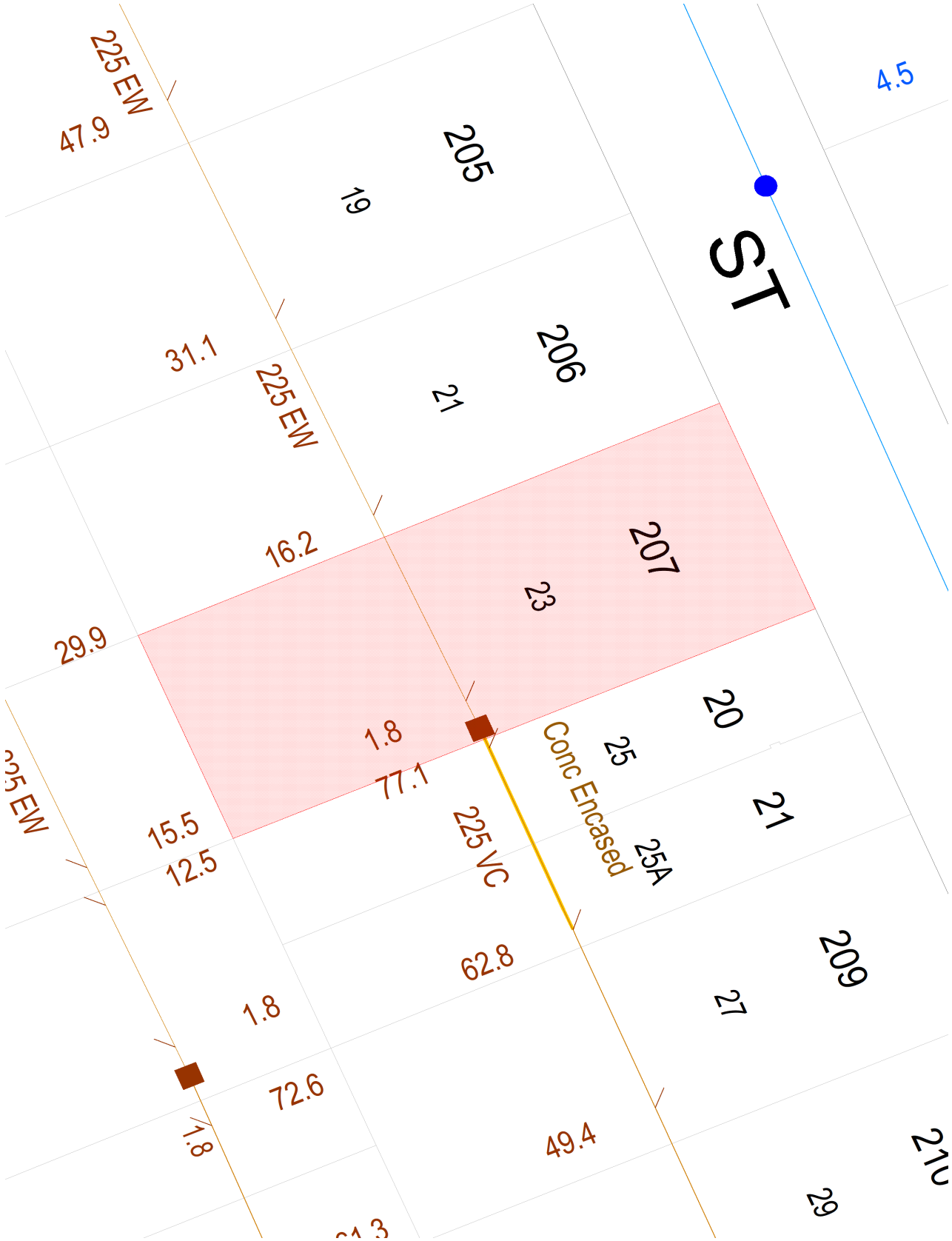
	DRAINAGE			PLUMBING	
.....W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
.....Bth.		...../...../.....	Date ...../...../.....		...../...../.....
.....Shr.	Inspector		Outfall S.W. HL LL	Inspector	
.....Bsn.	Examined by		Drainer	872 ~~174~~	
.....K.S.					
.....T.		...../...../.....	Plumber		
.....Pig.	Chief Inspector				
Dge. Int.			Boundary Trap		
Dge. Ext.	Tracing Checked	...../...../.....	is/[redacted] required		

Document generated at 06-08-2026 10:47:38 PM

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**.

Service Location Print

Application Number: 2472510



Document generated at 06-08-2026 10:47:33 PM

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

Asset Information

Legend

Sewer

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

Pressure Sewer

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

Vacuum Sewer

- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

Property Details

- Boundary Line
- Easement Line
- House Number
- Lot Number
- Proposed Land
- Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

- WaterMain - Potable (with size type text) — 200 PVC
- Disconnected Main - Potable
- Proposed Main - Potable
- Water Main - Recycled
- Special Supply Conditions - Potable
- Special Supply Conditions - Recycled
- Restrained Joints - Potable
- Restrained Joints - Recycled
- Hydrant
- Maintenance Hole
- Stop Valve
- Stop Vale with By-pass
- Stop Valve with Tapers
- Closed Stop Valve
- Air Valve
- Valve
- Scour
- Reducer / Taper
- Vertical Bends
- Reservoir
- Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

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

Disclaimer
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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
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City of Canterbury Bankstown
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CV3082:175583

Anna Nguyen Lawyers
PO Box 118
BANKSTOWN NSW 1885

PLANNING CERTIFICATE

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

Certificate No: 20265453
31 July 2026

Land which Certificate is issued for:

Lot 207 DP 7053

23 Northcote Street, CANTERBURY NSW 2193

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

City of Canterbury Bankstown
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**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

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: None applicable

Planning proposals: Not applicable.

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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 R3 MEDIUM DENSITY RESIDENTIAL

1. Permitted without consent
Home occupations

2. Permitted with consent
Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Community facilities; Dwelling houses; Early education and care facilities; Environmental facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Home businesses; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Seniors housing; 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 600m^2. 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

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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

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**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 450m^2 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.

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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

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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

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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.

25 Interim development in future infrastructure corridors

Section 4.7A of the State Environmental Planning Policy (Transport and Infrastructure) 2021 and/or a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section, does not apply to the land.