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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**	1300 008 585 0451 631 875
co-agent	270-276 KING ST NEWTOWN NSW 2042	adrian@adrianwilliam.com.au
vendor	**CONGYING YUAN**	
vendor's solicitor	**DSR Lawyers** **Suite 11-12, 137 Rowe Street, Eastwood NSW 2122**	**Phone: 02 8542 2538** **Email: darren@dsrlawyers.com.au** **Fax: 02 8088 6625** **Ref: DG:260923SP**
date for completion	**42nd day after the contract date**	(clause 15)
land (address, plan details and title reference)	**25 Richard Avenue, Earlwood NSW 2206** **Registered Plan: Lot Plan** **Folio Identifier: Lot 1 DP 1131276**	
	☐ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☐ air conditioning	☐ 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

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

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SIGNING PAGE

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

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

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Choices

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

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

Manual transaction (clause 30) ☒ NO ☐ yes

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

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

Land tax is adjustable ☐ NO ☒ yes

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

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

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

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

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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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 that is 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 the 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*;

New

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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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SPECIAL CONDITIONS
Conditions of sale by auction

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

Bidders record means the bidders record to be kept pursuant to clause 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 and pay the deposit which is equal to 10% of the Contract Price.

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 indentifying number when making a bid;

    b) Subject to subclause 2A, the auctioneer may make only on 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 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 application 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 are 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 in that capacity;

c) Before the commencement of the auction, the auctioneer must announce that bids to purchase as executor or administrator 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 conditions, 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 livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor the full amount of the purchase price:

   a) If that amount can reasonably be determined immediately after fall of hammer- before the 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.

ADDITIONAL CONDITIONS IN CONTRACT FOR SALE OF LAND

The terms of the printed Agreement to which these special conditions are annexed shall be read subject to the following special conditions. If there is a conflict these special conditions shall prevail. The parties agree that should any provision be held to be contrary to law, void or unenforceable then such provision shall be severed from this Agreement and such remaining provisions shall remain in full force and effect.

32. Entire Agreement

(a) The Purchaser acknowledges that he does not rely on any warranty or representation made by the Vendor or the Vendor's Agent except as are expressly provided for in this contract (including the annexures hereto).

(b) The Purchaser further acknowledges that he has relied entirely upon his own enquiries and inspections made before entering into this contract.

(c) The Purchaser acknowledges the terms and conditions stipulated in this contract form the whole of the agreement between the Vendor and the Purchaser and that no reliance is to be placed on any letter, document or correspondence whether oral or in writing as amending or adding to the terms and conditions stipulated in this contract.

33. Amendment to General Conditions

The contract is amended as follows:

(a) Standard Condition 1 is amended by deleting from the definition of a settlement cheque the following words: “a building society, credit union or other FCA institution as defined in Cheques Act 1986: that carries on business in Australia”.

(b) Standard Condition 3 and 7.1.1 is deleted.

(c) Standard Condition 9.1 is amended by replacing the clause with “keep or recover an amount equivalent to 10% of the purchase price.

(d) Standard Condition 16.6 is emended by replacing 1 business day with 5 business days

(e) Standard Condition 14.4.2 is deleted.

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(f) Standard Condition 23.5.2 is amended by deleting the words "but is disclosed in this contract".

(g) Standard Conditions 23.6 and 23.7 are deleted. The vendor and buyer agreed that if there are or have been special levies or contributions which are not regular contributions levied before the settlement date, the vendor will pay or allow the purchaser on the completion the amount if any instalments of such unpaid special levies which fall due for payment up to the settlement date and the purchaser agrees to pay all instalments of such unpaid special levy which fall due for payment after the settlement date.

(h) Standard Condition 23.9 is deleted.

(i) Standard Condition 23.13 is deleted and replaced with "The vendor hereby authorize the purchaser to apply for the certificate under section 184 Strata Schemes Management Act 1996 or for section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme. The purchaser shall forward to the vendor a copy of the relevant certificate at least five (5) business days before the completion date."

(j) Standard Conditions 23.14 and 23.15 is deleted.

34. Statement of Title

For the purpose of clause 4 hereof it is hereby agreed that the description of the property contained in this contract shall constitute the statement of title of the Vendor which shall be deemed to have been furnished by the vendor to the Purchaser at the date of making this contract.

35. Claims Made by Purchaser

It is hereby agreed between the parties that notwithstanding the provisions of clause 7 of this contract any claim for compensation shall be deemed to be an objection or requisition for the purpose of clause 8 of this contract.

36. Condition and State of Repair of Property

(a) The Purchaser warrants to the Vendor that it has inspected:

(i) The property;

(ii) The Annexures;

(iii) The Section 10.7 (2) Certificate;

(iv) The Drainage Diagram; and

(v) Any other documents relevant to the property attached to this contract.

(b) Based on those inspections the Purchaser is satisfied as to the nature, quality, condition and state of repair of the property and accepts the property as it is and subject to all defects (latent or patent) and all dilapidation and infestation.

(c) The Purchaser may not make any objection, requisition or claim or delay completion or rescind or terminate this Contract because of anything in connection with:

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(i) The neighborhood in which the property islocated;

(ii) The state of repair of the property and improvements;

(iii) The suitability of the property or improvements for any use including the conduct of a business or any development or redevelopment;

(iv) The financial return or income to be derived from theproperty;

(v) Loss, damage, dilapidation, infestation, mechanical breakdown or reasonable wear and tear which may affect the property between the date of this Contract and completion;

(vi) There being or not being an easement or other right in respect of a service or the lack of services;

(vii) Any encroachments by or on theproperty;

(viii) The roof or surface water drainage being connected to the sewers;

(ix) The existence or non-existence of any environmental hazard or contamination;

(x) Any boundary of the property not being fenced or any fence not being on the correct boundary;

(xi) Any matter disclosed in this Contract; or

(xii) The condition or existence or non-existence of services.

(d) The Purchaser represents and warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser is satisfied about the purpose for which the property may be used and about all restrictions and prohibitions on its development.

(e) The purchaser acknowledges that they are purchasing the property:

(i) In its present condition and state ofrepair;

(ii) Subject to all defects latent andpatent;

(iii) Subject to any infestations anddilapidation;

(iv) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of theproperty;

(v) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

(vi) Subject to the present condition of any chattels or things or improvements included in this contract subject to fair wear and tear.

(f) The vendor will make available for collection from the vendor’s agent or Solicitor upon completion such keys, cards, controls and codes that are in his possession to assess or secure the improvements located on the property but does not warrant the same (or more than one) are available for all relevant locks, alarms or access points.

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The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

37. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party (or if more than one any one of them) prior to completion:

(a) die then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply; or

(b) become bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolves to go into liquidation or have any administrator appointed or have a petition of winding up of the party presented or enter into any scheme or arrangement with its creditors or should a liquidator, receiver or official manager be appointed in respect of either party, then that party shall be deemed to be in default hereunder and the other party shall be at liberty to exercise all or any of the rights conferred hereunder.

38. Notice to complete

In the event of either party failing to complete this Contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract. The Purchaser must pay the fee of $350.00 (GST Inclusive) to the Vendor solicitor for issuing such Notice. The Vendor shall refuse to complete the contract unless and until the Purchaser has paid this amount.

39. Late completion

In the event that completion is not affected on the nominated day for settlement (or if the vendor cannot settle on that day then the third day after written notice from the vendor that the vendor is able to settle) then, in addition to any other sums payable hereunder and without prejudice to the Vendor's rights under the contract, the purchaser shall pay to the vendor:

(a) interest on the balance of the purchase price at the rate of 10% per annum calculated on daily rests from the date nominated for completion until and including the actual day of completion (both inclusive) such amount to be paid as an adjustment in favor of the vendor on completion; and

(b) The sum of two hundred and twenty ($220.00) to take into account legal costs and other expenses as consequence of the delay.

The interests and costs payable pursuant to this clause are a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this contract. It is an essential term and the Purchaser is not entitled to require the vendor to complete unless such interest and costs are paid.

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40. Real Estate Agents

The purchaser warrants that he was not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract AND the purchaser agrees that he will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty AND it is hereby agreed and declared that this clause shall not merge in the transfer upon completion or be extinguished by completion of this contract and shall continue in full force and effect not withstanding completion.

41. REQUISITIONS ON TITLE

The form of requisitions or general questions about the property the purchasers shall be entitled to raise to Clause 5 of this Contract shall be in the form of requisitions attached to this contract.

42. Swimming pool

Should a swimming pool be situated on the subject property then the Purchaser accepts the swimming pool, its surrounds and any fencing in their present condition and state of repair and will not be entitled to make any objection, requisition or claim for compensation in relation thereto. In particular, notwithstanding any notices that may be issued from any competent authority, the Purchaser shall not be entitled to require any rectification work to be carried out to any existing pool fence or the construction of any pool fence if no pool fence is in existence. The Purchaser shall be obliged to comply with any notice relating to pool fencing or associated matters and upon settlement shall take all steps to ensure that the pool complies with the relevant authority's regulations.

43. Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) Compliance

The Purchaser acknowledges that from 1 July 2026, persons providing a designated service in connection with this transaction are subject to the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) (the AML/CTF Regime). The Purchaser agrees to:

(a) comply with all due diligence and other obligations under the AML/CTF Regime; and
(b) provide all information and documents reasonably requested within the time frames specified.

The Purchaser acknowledges that the Vendor, the Vendor's agent, and the Vendor's solicitor rely on the information and documents provided by the Purchaser for the purpose of complying with the AML/CTF Regime. To the extent permitted by law, the Purchaser indemnifies each of them against any loss, damage, claim, or liability (including legal costs on a full indemnity basis) arising from:

(a) any information or documents provided by the Purchaser that are false, misleading, or incomplete; or
(b) the Purchaser's failure to comply with this clause.

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44. Section10.7(2) certificate

The Purchaser acknowledges that a Certificate under Section10.7(2) of the Environmental Planning & Assessment Act indicating the zoning of the development site in relation to the Lot may not be available from the Local Council in the ordinary course of administration in terms of Part II of the Regulations prescribed under the Conveyancing Act 1919, as amended.

Notwithstanding any other provision to the contrary the Purchaser shall not be entitled to make any objection requisition or claim for compensation in relation to zoning which may affect the subject of the Lot or the wording of the Certificate which may differ from those contained in the Zoning Certificate attached in this Contract.

45. Sewer Service Diagram

The purchaser acknowledges that a drainage diagram for the Land from the appropriate sewerage authority may not be available from that authority in the ordinary course of administration.
The purchaser shall make no objection, requisition or claim for compensation in respect of any matter as disclosed or referred to in the said diagram or sheet or if any roof or surface water drainage is connected to the sewer.

46. Finance to complete purchase

Where Purchaser requires finance:

a) The Purchaser confirms and warrants to the Vendor that the Purchaser has at the date hereof obtained approval for credit to finance the purchase of the property the subject of this Contract on terms which are reasonable to and accepted by the Purchaser.
b) The Purchaser has obtained legal and financial advice on the term of the finance and warrant that the Purchaser has sufficient finance to complete the purchase of the Property.

47. Foreign Takeovers Acquisitions Act 1975

a) Notwithstanding the provisions of Clause 22, the Purchaser warrants that the provisions of the Foreign Takeovers and Acquisitions Act, 1975 Commonwealth as amended, requiring consent from the Commonwealth Treasurer do not apply to the purchase or to this Purchaser and further the Purchaser will indemnify the Vendor against any penalties, fines, legal costs, claims, loss or damage suffered as a breach of this Warranty. This condition shall not merge on completion.

b) The purchaser is not intended to acquire any rights in relation to the property until the purchaser has received FIRB Approval;

c) No obligation on the vendor to sell, or right of the purchaser to buy the property is of any force or effect until FIRB Approval has been obtained; and

d) The vendor is entitled to forfeit the 10% deposit if the purchaser failed to obtain the FIRB approval before the completion date.

48. Release of deposit

The Purchasers agree and acknowledge that by their execution of this contract they irrevocably authorize the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for the purpose of a deposit and/or stamp duty on any piece of real estate that the Vendors negotiate to purchase between the date hereof and the date of settlement hereof.

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49. Rate Adjustments

Each party agrees that if on completion of this Contract any adjustment required to be made under this Contract is overlooked or incorrectly calculated he will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as is shown by such calculated to be payable. The obligations contained in this clause are essential and shall not merge on completion.

50. Building Certificate

If the Purchaser applies for a building certificate under section 149D of the Environmental Planning and Assessment Act 1979 (Building Certificate), he must do so at his own cost and:

(a) If the local council refuses or fails to issue the Building Certificate, that refusal or failure, or the facts upon which such refusal or failure are based, will not be a defect in the Vendor's title to the Property and the Purchaser must take title despite that council's refusal or failure or facts; or

(b) If the local council requires work to be done on the property as a condition of issuing a Building Certificate or issues a Building Certificate but requires work to be carried out, the Purchaser must not make any claim against the Vendor nor terminate nor delay completion of this Contract because of either requirement.

51 Deposit payable during cooling off period

If a cooling off period applies to this contract, the purchaser may pay the deposit holder in two instalments as follows:

(d) On or before the date of this contract 0.25% of the agreed purchase price; and

(e) In the event of the purchaser proceeding with the purchase on or before 5.00 pm on the fifth business day after the date of this contract a further 9.75% of the agreed purchase price.

52 Exchange on less than 10% deposit

Although a full 10% deposit is payable by the purchaser, if the buyer request and the vendor agree to allow the purchaser to exchange the contract on the basis that only part of the deposit is paid at the time of exchange being 5% of the purchase price , the balance of the deposit must be paid by the purchaser to the deposit holder as soon as possible as an earnest that the full price will be paid on completion. The full earnest of 10% of the price will be forfeited in the event that the purchaser fails to complete in accordance with the terms hereof.

53 Holiday period

The parties agree that should the settlement date fall from 22nd December until the second business Monday after New Year's Eve, the parties will amend the settlement date to the next business day after 7st January. In the event that settlement is required to take place during that time at the purchaser's request, the Purchaser will pay the Vendor(s) extra legal costs of $550.00 (incl GST).

54. **GUARANTEE FOR CORPORATE PURCHASER**

54.1 This Clause applies if the purchaser is a corporation ('corporate purchaser').

54.2 The word *guarantor* means each director or the purchaser as at the date of the contract.

54.3 If the guarantor has not signed this clause, the Vendor may *terminate* this contract by serving a notice, but only *within* 14 days after the contract date.

54.4 In consideration of the vendor contracting with the corporate purchaser, the person/s whose name/s and signature appear below ('the guarantors'), jointly and severally guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising out of or as a result of the default by the purchaser in performing its obligations under this contract for whatever reason.

54.5 The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

54.6 The guarantor/s hereby guarantee to the vendor the due and punctual performance of all the purchaser's obligations under this contract and hereby indemnify the vendor against all losses, expenditures, costs and expenses of whatever nature suffered or incurred directly or indirectly by the vendor in recovering any monies owing as a result of default in such performance.

54.7 The guarantor/s is absolutely entitled to grant this guarantee in consideration for the vendor entering into this contract.

54.8 The guarantor/s hereby grant a charge in favour of the vendor over all of the guarantor/s personal and/or real property present and future and wheresoever situated including uncalled capital with the payment to the vendor of all monies secured by this contract. Such guarantee will be a non-circulating and specific security interest on all personal property now or in the future belonging to the guarantor/s and will include its/his/her personal property, real property, goodwill, book debts, plant fixtures and fittings and stock, other than as bought and sold in the normal course of business, and a circulating security interest on all other assets and property of the guarantor/s.

54.9 The guarantor/s will at its/his/her own cost, at the vendor's request execute, stamp and register such further security interests and assurances of such personal or real property, goodwill, book debts, plant fixtures and fittings containing such covenants and provisions as the vendor deems necessary.

54.10 The guarantor/s agrees that each of such securities is further security to the intent that the moneys owing are secured thereby. Default under any of these securities constitutes default under this contract.

54.11 The guarantor/s has no power to create any security interest ranking in priority or of equal rank to this contract without first obtaining the consent of the vendor. The guarantor/s has no power before this circulating security interest becomes non-circulating to create a subsequent security interest on any of its property.

54.12 The guarantor/s hereby irrevocably appoints the vendor as its attorney to execute, sign and perform in its name and on its behalf all agreements, instruments, acts and things whatsoever which the guarantor/s ought to execute, sign and perform under the covenants contained in this contract and generally to use the guarantor's name in the exercise of all or any of the powers conferred on the vendor or on any receiver or manager appointed by the vendor as the case may be.

54.13 This guarantee and indemnity is continuing and irrevocable and the obligations of the guarantor are absolute and unconditional in all circumstances and must continue notwithstanding that there is any change in the name, style, constitution or otherwise of any of the guarantor. This guarantee and indemnity does not merge on completion of the contract.

54.14 This guarantee continues despite the payment of any part of the amount owing and despite any time or other concession or compromise extended by the vendor to the purchaser or the guarantor/s or any other person.

54.15 The guarantor/s hereby consents to any variation of this contract by extension of the period for payment of the amount owing.

54.16 This guarantee will not be affected:

54.16.1 By the vendor's neglect or omission to enforce any of its rights in relation to any security or release any security in whole or in part; or

54.16.2 If a guarantor dies or becomes of unsound mind or bankrupt or, being a company, goes into liquidation; or

54.16.3 By any Guarantor's obligation for any reason becoming unenforceable in whole or in part.

54.17 This guarantee and indemnity is a principal obligation and is not to be treated as ancillary or collateral to any obligation to the intent that this guarantee and indemnity will be enforceable even though any of the agreements and other obligations arising between the vendor and the purchaser are in whole or part unenforceable for any reason.

54.18 The vendor need not first exercise its rights against the purchaser before exercising its rights under this guarantee against the guarantor/s.

55. Prescribed Documents

The Purchaser acknowledges that:
(a) The Purchaser has reviewed the documents attached to this contract (the "Prescribed Documents") as required under Schedule 1 of the Conveyancing (Sale of Land) Regulation 2017 [NSW]; and
(b) The Purchaser has been given sufficient opportunity to make inquiries and satisfy itself as to the adequacy and sufficiency of the Prescribed Documents.
To the extent permitted by law, the Purchaser irrevocably agrees that it cannot make any claim, raise any requisition, or rescind or terminate this contract in respect of any matter relating to the Prescribed Documents.

EXECUTION PROVISIONS

SIGNED by the Guarantor(s):

1. Full Name: _____

   Address: _____ -

2. Full Name: _____

   Address: _____

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

.....
Signature

.....
Signature of witness

.....
Print name of witness

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

.....
Signature of Guarantor

.....
Signature of witness

.....
Print name of witness

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
   (g) Has the vendor or the tenant of the premises taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so, please provide details of the steps taken and of the progress or outcome of any negotiations or hearing.
   (h) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
   (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

11. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
   (a) to what year has a return been made?
   (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

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

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Environmental Planning and Assessment Act 1979 (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).

(f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.

17.

(a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?

(b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?

18. If a swimming pool is included in the sale:

(a) did its installation or construction commence before or after 1 August 1990?

(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993* (NSW)?

(c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;

(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?

(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;

(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

19.

(a) To whom do the boundary fences belong?

(b) Are there any party walls?

(c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.

(d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?

(e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?

Affectations/Benefits

20.

(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
  (i) whether there are any existing breaches by any party to it;
  (ii) whether there are any matters in dispute; and
  (iii) whether the licensor holds any deposit, bond or guarantee.

(b) In relation to such licence:
  (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
  (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

21. Is the vendor aware of:

(a) any road, drain, sewer or storm water channel which intersects or runs through the land?

(b) any dedication to or use by the public of any right of way or other easement over any part of the land?

(c) any latent defects in the Property?

22. Has the vendor any notice or knowledge that the Property is affected by the following:

(a) any resumption or acquisition or proposed resumption or acquisition?

(b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

(c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?

(d) any sum due to any local or public authority? If so, it must be paid prior to completion.

(e) any realignment or proposed realignment of any road adjoining the Property?

(f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?

23. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?

24.

(a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?

(b) If so, do any of the connections for such services pass through any adjoining land?

(c) Do any service connections for any other property pass through the Property?

25. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

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

Requisitions and transfer

27. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.

28. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.

29. If any document required for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.

30. Searches, surveys, enquiries and inspection of any title deeds must prove satisfactory.

31. The purchaser reserves the right to make further requisitions prior to completion.

32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

33. If the Contract is an off the plan contract:

(a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.

(b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.

(c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.

(d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?

(e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/1131276

SEARCH DATE	TIME	EDITION NO	DATE
4/9/2026	1:26 PM	9	4/6/2024

LAND

LOT 1 IN DEPOSITED PLAN 1131276
AT EARLWOOD
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1131276

FIRST SCHEDULE

CONGYING YUAN (TP AP382802)

SECOND SCHEDULE (13 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 G537907 EASEMENT FOR DRAINAGE 3.05 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
3 G611114 COVENANT
4 DP1131276 RIGHT OF CARRIAGEWAY 1.22 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5 DP1131276 RIGHT OF CARRIAGEWAY 1.22 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
6 DP1131276 EASEMENT FOR SERVICES 1.22 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
7 DP1131276 EASEMENT FOR SERVICES 1.22 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
8 DP1131276 RIGHT OF FOOTWAY 1.25 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
9 DP1131276 EASEMENT TO DRAIN WATER 0.63 & 0.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
10 DP1131276 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
11 DP1131276 EASEMENT TO DRAIN WATER 2.7 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
12 DP1131276 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
13 AU127305 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/1131276 PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

dda2211000 PRINTED ON 4/9/2026

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PLAN FORM 2 (A2)

WARNING ; CREASING OR FOLDING WILL LEAD TO REJECTION

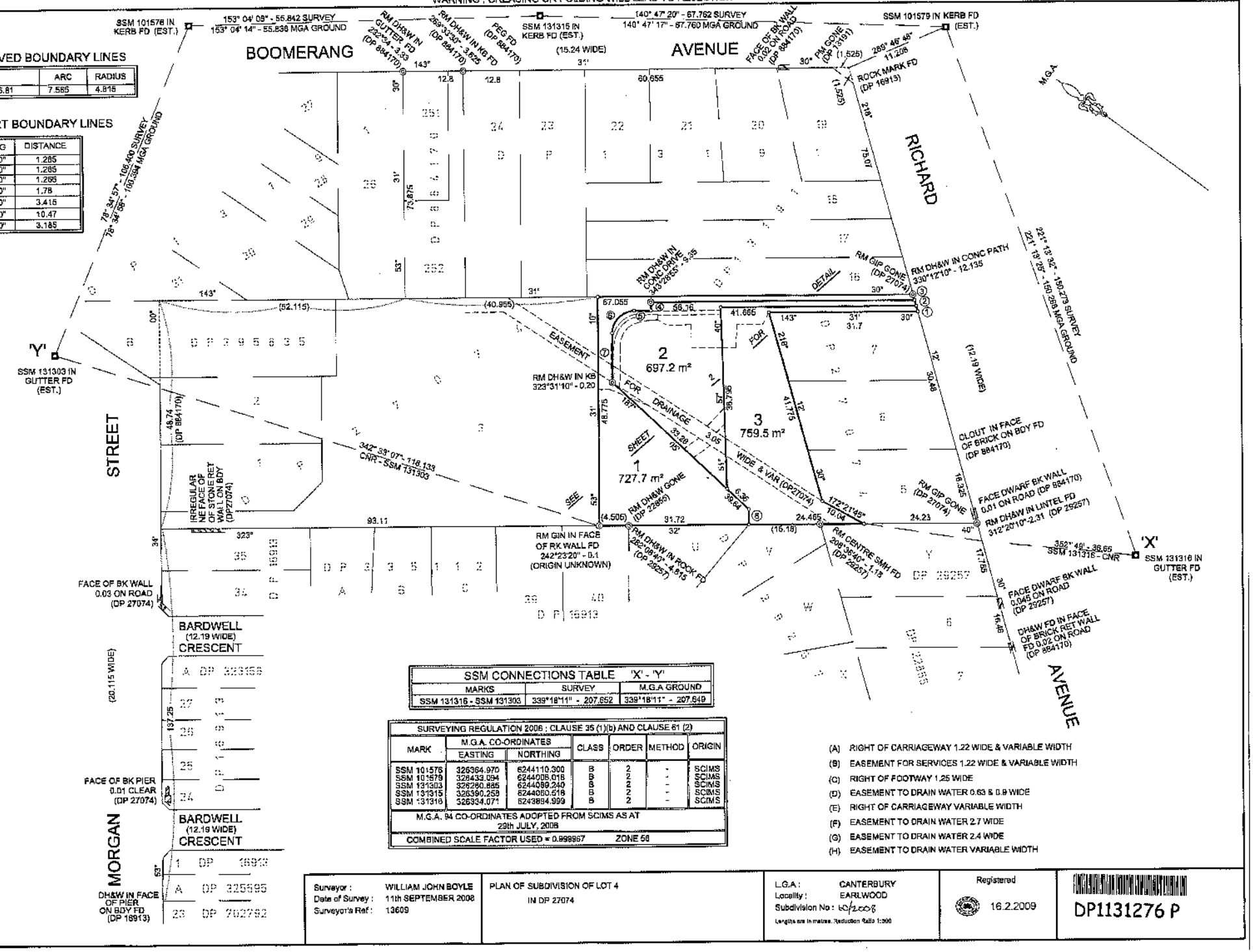


TABLE OF CURVED BOUNDARY LINES

No.	CHORD	ARC	RADIUS
⑥	278°30'55" 6.81	7.585	4.815

TABLE OF SHORT BOUNDARY LINES

No.	BEARING	DISTANCE
①	218°12'30"	1.265
②	218°12'30"	1.265
③	218°12'30"	1.265
④	233°31'30"	1.78
⑤	323°31'30"	3.415
⑦	233°31'10"	10.47
⑧	233°33'10"	3.185

SSM CONNECTIONS TABLE 'X' - 'Y'

MARKS	SURVEY	M.G.A GROUND
SSM 131316 - SSM 131303	339°18'41" - 207.652	339°18'11" - 207.649

SURVEYING REGULATION 2006 ; CLAUSE 35 (1)(b) AND CLAUSE 61 (2)

MARK	M.G.A. CO-ORDINATES EASTING	M.G.A. CO-ORDINATES NORTHING	CLASS	ORDER	METHOD	ORIGIN
SSM 101576	326364.970	6244110.300	B	2	-	SCIMS
SSM 101579	326433.094	6244005.018	B	2	-	SCIMS
SSM 131303	326290.885	6244089.249	B	2	-	SCIMS
SSM 131315	326390.259	6244050.518	B	2	-	SCIMS
SSM 131316	326334.071	6243894.999	B	2	-	SCIMS

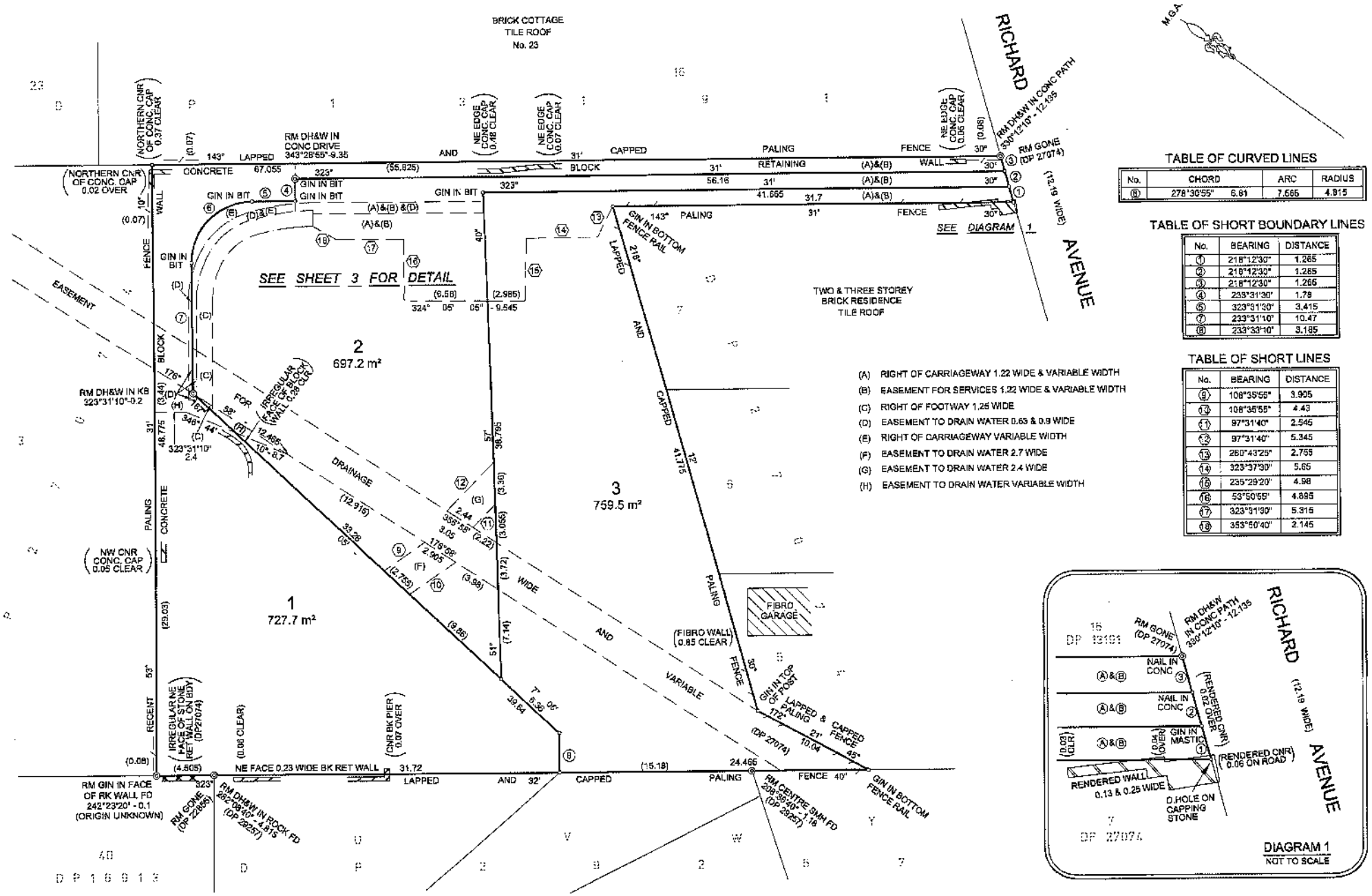
M.G.A. 94 CO-ORDINATES ADOPTED FROM SCIMS AS AT 29th JULY, 2008

COMBINED SCALE FACTOR USED = 0.999867 ZONE 56

(A) RIGHT OF CARRIAGEWAY 1.22 WIDE & VARIABLE WIDTH
(B) EASEMENT FOR SERVICES 1.22 WIDE & VARIABLE WIDTH
(C) RIGHT OF FOOTWAY 1.25 WIDE
(D) EASEMENT TO DRAIN WATER 0.63 & 0.9 WIDE
(E) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
(F) EASEMENT TO DRAIN WATER 2.7 WIDE
(G) EASEMENT TO DRAIN WATER 2.4 WIDE
(H) EASEMENT TO DRAIN WATER VARIABLE WIDTH

Surveyor : WILLIAM JOHN BOYLE Date of Survey : 11th SEPTEMBER 2008 Surveyor's Ref : 13609	PLAN OF SUBDIVISION OF LOT 4 IN DP 27074	L.G.A : CANTERBURY Locality : EARLWOOD Subdivision No : 60/2008 Lengths are in metres. Reduction Ratio 1:300	Registered 16.2.2009	DP1131276 P

Req:R805396 /Doc:DP 1131276 P /Rev:17-Feb-2009 /Sts:SC.OK /Pgs:ALL /Prt:14-Jan-2019 14:51 /Seq:1 of 5
Ref:klgates148 /Src:P



(A) RIGHT OF CARRIAGEWAY 1.22 WIDE & VARIABLE WIDTH
(B) EASEMENT FOR SERVICES 1.22 WIDE & VARIABLE WIDTH
(C) RIGHT OF FOOTWAY 1.25 WIDE
(D) EASEMENT TO DRAIN WATER 0.63 & 0.9 WIDE
(E) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
(F) EASEMENT TO DRAIN WATER 2.7 WIDE
(G) EASEMENT TO DRAIN WATER 2.4 WIDE
(H) EASEMENT TO DRAIN WATER VARIABLE WIDTH

TABLE OF CURVED LINES

No.	CHORD		ARC	RADIUS
(B)	278°30'55"	6.81	7.565	4.815

TABLE OF SHORT BOUNDARY LINES

No.	BEARING	DISTANCE
1	218°12'30"	1.265
2	218°12'30"	1.265
3	218°12'30"	1.265
4	233°31'30"	1.79
5	323°31'30"	3.415
7	233°31'10"	10.47
8	233°33'10"	3.185

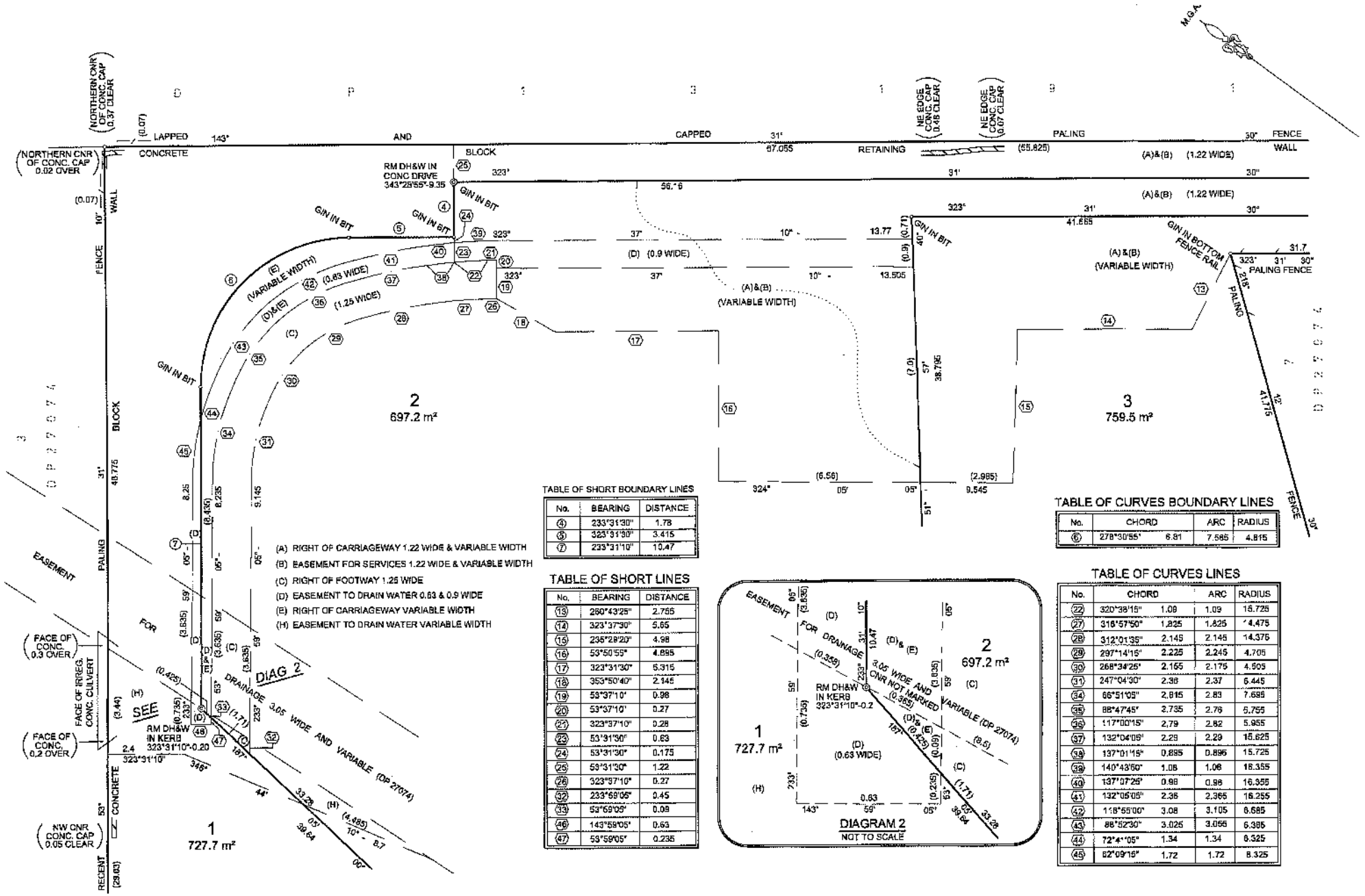
TABLE OF SHORT LINES

No.	BEARING	DISTANCE
9	108°35'55"	3.905
10	108°35'55"	4.43
11	97°31'40"	2.545
12	97°31'40"	5.345
13	260°43'25"	2.755
14	323°37'30"	5.65
15	235°29'20"	4.98
16	53°50'55"	4.895
17	323°31'30"	5.315
18	353°50'40"	2.145

DIAGRAM 1
NOT TO SCALE

Surveyor : WILLIAM JOHN BOYLE Date of Survey : 11th SEPTEMBER 2008 Surveyor's Ref : 13609	PLAN OF SUBDIVISION OF LOT 4 IN DP 27074	L.G.A : CANTERBURY Locality : EARLWOOD Subdivision No : 60/2008 Lengths are in metres. Reduction Ratio 1:200	Registered 16.2.2009	DP1131276

Req:R805396 /Doc:DP 1131276 P /Rev:17-Feb-2009 /Sts:SC.OK /Pgs:ALL /Prt:14-Jan-2019 14:51 /Seq:2 of 5
Ref:klgates140 /Src:P



(A) RIGHT OF CARRIAGEWAY 1.22 WIDE & VARIABLE WIDTH
(B) EASEMENT FOR SERVICES 1.22 WIDE & VARIABLE WIDTH
(C) RIGHT OF FOOTWAY 1.25 WIDE
(D) EASEMENT TO DRAIN WATER 0.63 & 0.9 WIDE
(E) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
(H) EASEMENT TO DRAIN WATER VARIABLE WIDTH

TABLE OF SHORT BOUNDARY LINES

No.	BEARING	DISTANCE
④	233°31'30"	1.78
⑤	323°31'30"	3.415
⑦	233°31'10"	10.47

TABLE OF SHORT LINES

No.	BEARING	DISTANCE
⑬	260°43'25"	2.755
⑭	323°37'30"	5.65
⑮	235°28'20"	4.98
⑯	53°50'55"	4.895
⑰	323°31'30"	5.315
⑱	353°50'40"	2.145
⑲	53°37'10"	0.98
⑳	53°37'10"	0.27
㉑	323°37'10"	0.28
㉓	53°31'30"	0.63
㉔	53°31'30"	0.175
㉕	53°31'30"	1.22
㉖	323°37'10"	0.27
㉜	233°59'05"	0.45
㉝	53°59'05"	0.09
㊻	143°59'05"	0.63
㊼	53°59'05"	0.235

TABLE OF CURVES BOUNDARY LINES

No.	CHORD		ARC	RADIUS
⑥	278°30'55"	6.81	7.585	4.815

TABLE OF CURVES LINES

No.	CHORD		ARC	RADIUS
㉒	320°38'15"	1.09	1.09	16.725
㉗	316°57'50"	1.825	1.825	4.475
㉘	312°01'35"	2.145	2.145	14.375
㉙	297°14'15"	2.225	2.245	4.705
㉚	268°34'25"	2.165	2.175	4.505
㉛	247°04'30"	2.36	2.37	6.445
㉞	66°51'05"	2.815	2.83	7.595
㉟	88°47'45"	2.735	2.76	5.755
㊱	117°00'15"	2.79	2.82	5.955
㊲	132°04'05"	2.29	2.29	15.625
㊳	137°01'15"	0.895	0.896	15.725
㊴	140°43'50"	1.08	1.08	16.355
㊵	137°07'25"	0.98	0.98	16.355
㊶	132°05'05"	2.36	2.365	16.255
㊷	118°55'00"	3.08	3.105	6.685
㊸	86°52'30"	3.025	3.055	6.385
㊹	72°41'05"	1.34	1.34	6.325
㊺	82°09'15"	1.72	1.72	6.325

Surveyor: WILLIAM JOHN BOYLE Date of Survey: 11th SEPTEMBER 2008 Surveyor's Ref: 13609	PLAN OF SUBDIVISION OF LOT 4 IN DP 27074	L.G.A: CANTERBURY Locality: EARLWOOD Subdivision No: 60/2009 Lengths are in metres. Reduction Ratio 1:80	Registered 16.2.2009	DP1131276

Req:R805396 /Doc:DP 1131276 P /Rev:17-Feb-2009 /Sts:SC.OK /Prs:ALL /Prt:14-Jan-2019 14:51 /Seq:3 of 5
Ref:klgates148 /Src:P

WARNING : Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

* OFFICE USE ONLY

DP1131276 S

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

1.) RIGHT OF CARRIAGEWAY 1.22 WIDE & VARIABLE WIDTH (A)
2.) EASEMENT FOR SERVICES 1.22 WIDE & VARIABLE WIDTH (B)
3.) RIGHT OF FOOTWAY 1.25 WIDE (C)
4.) EASEMENT TO DRAIN WATER 0.63 & 0.9 WIDE (D)
5.) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (E)
6.) EASEMENT TO DRAIN WATER 2.7 WIDE (F)
7.) EASEMENT TO DRAIN WATER 2.4 WIDE (G)
8.) EASEMENT TO DRAIN WATER VARIABLE WIDTH (H)

Use PLAN FORM 6A
for adddition certificates, signatures, seals and statements

Registered: 16.2.2009
Title System: TORRENS
Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 4 IN DP 27074

LGA: CANTERBURY
Locality: EARLWOOD
Parish: ST GEORGE
County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....
Date: .....
File Number: .....
Office: .....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein
(insert 'subdivision' ~~or 'new road'~~)

.....
* Authorised Person/~~General Manager~~/~~Accredited Certifier~~

Consent Authority: CITY OF CANTERBURY
Date of Endorsement: 18/11/08
Accreditation no: .....
Subdivision Certificate no: 60/2008
File no: 735/25D

* Delete whichever is inapplicable.

Surveying Regulation, 2006

I, WILLIAM JOHN BOYLE
of NORTH WESTERN SURVEYS PTY. LIMITED
a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 11th SEPTEMBER 2008

The survey relates to
LOTS & CONNECTIONS
(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature W J Boyle *Dated:* 15/9/2008
Surveyor registered under the Surveying Act, 2002

Datum Line: X - Y
Type: Urban/~~Rural~~

Plans used in the preparation of survey/compilation

DP 13191, DP 16913, DP 22855, DP 27074, DP 29257, DP 884170,

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 13609

Req:R805396 /Doc:DP 1131276 P /Rev:17-Feb-2009 /Sts:SC.OK /Pgs:ALL /Prt:14-Jan-2019 14:51 /Seq:5 of 5
Ref:klgates148 /Src:P

PLAN FORM 6 (Annexure Sheet) **WARNING : Creasing or folding will lead to rejection**

DEPOSITED PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION OF LOT 4
IN DP 27074

DP1131276

Registered : 16.2.2009

* OFFICE USE ONLY

Subdivision Certificate No : 60/2008

Date of Endorsement : 18/11/08

RICHARD GROVE PTY LIMITED
ACN 125 288 940
JOHN MCNAMEE
Sole Director / Secretary

SURVEYOR'S REFERENCE : 13609

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

Lengths are in metres

Sheet 1 of 2 Sheets

DP1131276 B

Plan of Subdivision of Lot 4 in DP 27074
Covered by Subdivision Certificate
No 60/2008..... Of ...18/11/08.....

Full Name and Address of the Registered Proprietor of the Land:

Richard Grove Pty Ltd
1037 Old Northern Road
Dural NSW 2158

PART 1

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Right of Carriageway 1.22 wide & variable width (A)	All lots	All lots
2.	Easement for Services 1.22 wide & variable width (B)	All lots	All lots
3.	Right of Footway 1.25 wide (C)	2	1
4.	Easement to Drain Water 0.63 & 0.9 Wide (D)	1 & 2	2 & 3
5.	Right of Carriageway Variable Width (E)	2	1
6.	Easement to Drain Water 2.7 Wide (F)	2	1
7.	Easement to Drain Water 2.4 Wide (G)	2	3
8.	Easement to Drain Water Variable Width (H)	1 & 2	Canterbury City Council

Approved by Canterbury City Council

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

Lengths are in metres

Sheet 2 of 2 Sheets

DP1131276

Plan of Subdivision of Lot 4 in DP 27074
Covered by Subdivision Certificate
No 60/2008 Of 18/11/08

PART 2

NAME OF PERSON OR AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE VARY OR MODIFY THE EASEMENT FIRSTLY, SECONDLY, THIRDLY, FOURTHLY, FIFTHLY, SIXTHLY AND SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

CANTERBURY CITY COUNCIL

SIGNATURES AND SEALS

Executed on behalf of the corporation named below
by the authorised persons whose signatures appear
below pursuant to the authority specified.

Corporation: Richard Grove Pty Limited ACN 125 288 940
Authority: Section 127 Corporations Act 2001

.....	.....
Signature of authorised person:	Signature of authorised person:
JOHN McNAMEE	
.....	.....
Name of authorised person:	Name of authorised person:
Office held: Director/~~Secretary~~	Office held: Director
SOLE Secretary	

REGISTERED 16.2.2009

Approved by Canterbury City Council .....

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Ref:klgates148 /Src:P

G 537907

New South Wales

Lodgment
Seal
Plan

MEMORANDUM OF TRANSFER AND GRANT OF DRAINAGE EASEMENT

(Real Property Act, 1900)

I, AARON LAYCOCK of Earlwood, Contractor (hereinafter called "the transferror") being registered as the proprietor of an estate in fee simple in the land hereinafter described (subject however to such encumbrances liens and interests as are notified hereunder) DO HEREBY GRANT AND TRANSFER to the COUNCIL OF THE MUNICIPALITY OF CANTERBURY (hereinafter called "the Council") FULL AND FREE RIGHTS AND LIBERTY to make lay out construct and forever use and maintain an open and/or piped and/or covered drain upon in through and/or under and/or over the strip of land in the Municipality of Canterbury Parish of St. George County of Cumberland described in the Schedule annexed hereto and marked "A" being part of Lot A in the Plan annexed to Instrument of Transfer No.G463402 and also being part of the land comprised in Certificate of Title Volume 2067 Folio 183 for the purpose of conveying and carrying off surface storm and drainage waters AND for that purpose to remove and carry away all or any of the clay sand gravel stones and earth which shall be taken out of the said strip of land and/or to use all or any part thereof in the making laying out and constructing the said drain and/or to leave same or any part or parts thereof upon the said strip of land TOGETHER WITH FULL AND FREE RIGHT AND LIBERTY from time to time and at all times to inspect the condition of and to cleanse maintain mend repair and/or relay and/or recover the said drain or any part or parts thereof and for such purposes or any of them at all reasonable times with surveyors workmen horses carts materials machinery and implements and other persons and things to enter into and upon the said strip of land and to bring and place and leave thereon and/or to remove therefrom all necessary materials machinery implements and things and/or to remove and carry away and/or use and/or leave as aforesaid all or any of the clay sand gravel stones and earth which shall be taken out of the said strip of land and to do all such acts and things as may be deemed by the Council to be necessary AND the transferror hereby covenants with the Council that the transferror :-

(a) Will not do permit or suffer any act deed matter or thing whereby the said drain shall or shall be likely to become injured or damaged or whereby the Council shall be prevented from or hampered in constructing maintaining mending repairing or cleansing the said drain or any part or parts thereof;

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L. J. HALL
SURVEYOR
REGISTERED UNDER THE SURVEYORS' ACT, NEW SOUTH WALES.
MEMBER OF THE INSTITUTION OF SURVEYORS, N.S.W.

REGISTERED BY THE INSTITUTION OF SURVEYORS, N.S.W. FOR THE USE OF ITS MEMBERS ONLY

'PHONE: LW 4477
HOMER STREET & MILLER LANE,
KINGSGROVE
ADDRESS ALL MAIL TO
BOX 6, P.O., EARLWOOD

QUOTE

SURVEYOR'S REPORT

"A"

AFFECTING

DESCRIPTION OF EASEMENTS APPURTENANT TO LOTS 3 AND 4.

FIRSTLY an Easement 13'0" wide commencing at the western most corner of Lot 1 and bounded on the north east by a line bearing 135 degrees 0 minutes 92'0" THENCE an Easement 10'0" wide and variable width bounded on the northern most side by lines bearing 90 degrees 1 minute 38'3½", 45 degrees 2 minutes 74'0½", 135 degrees 0 minutes 10'5½", 92 degrees 44 minutes 59'5¾", 315 degrees 0 minutes 40'0", 45 degrees 0 minutes 10'0", 135 degrees 0 minutes 130'0", 138 degrees 26 minutes 261'8" and 163 degrees 53 minutes 32'11⅝" to the western most corner of Lot 5.

This is the schedule marked "A" referred to in grant of easement by Aaron Laycock to the Council of the Municipality of Canterbury dated twenty ninth day of June,1956.

SIGNED

29th June,1956.

Description of easement agrees with that shown in D.P. G533017

Aaron Laycock

I, LESLIE JOSEPH HALL, of Homer Street, Kingsgrove, a Surveyor, registered under the Surveyors' Act, 1929, hereby certify that the survey represented in this plan was made by me in accordance with Regulation 45 of the Survey Practice Regulations, 1933.

Date of Survey 12-5-56

Surveyor
(Registered under the Surveyors' Act)

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(b) Will not interfere with the free flow and passage of surface storm or drainage waters through the same;

AND THAT if the transferror shall do permit or suffer anything which shall injure or damage the said drain or any part thereof or shall interfere with the free flow and passage of surface storm or drainage waters through the same the transferror will forthwith at its own expense properly and substantially repair and make good all such injury or damage and restore the free flow and passage of surface storm and drainage waters through the said drain and do all things necessary or expedient for the purposes aforesaid or any of them AND will not erect or permit to be erected any building or other erection of any kind or description over the said strip of land without the Council's permission in writing being first had and obtained

AND for the purposes of Section 68 of the "Conveyancing Act 1919-1943" IT IS HEREBY EXPRESSLY AGREED AND DECLARED that :

(a) The land which is to be subject to the burden of this covenant is the said strip of ~~the~~ land ~~hereby transferred~~ delineated on the said plan as the site of the proposed easement.

(b) The said covenant may be released varied or modified only with the consent of the Council or its successors.

ENCUMBRANCES ETC. REFERRED TO.

Reservation of mines of gold and of silver.

SIGNED at Rolleston this 5th day of June 1956.

SIGNED by the said AARON LAYCOCK who is personally known to me: in my presence

A Laycock

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

THE COMMON SEAL of the COUNCIL OF THE MUNICIPALITY OF CANTERBURY was hereunto affixed in pursuance of a Resolution passed by the said Council on the 15th day of March, 1956.

Mayor.

Town Clerk.

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Ref:klgates148 /Src:P

No G537907

LODGED BY -

C. DON SERVICE & CO.
Solicitors,
39-49 Martin Place,
SYDNEY.

MEMORANDUM OF TRANSFER AND GRANT OF DRAINAGE EASEMENT over part of the land comprised in Certificate of Title Volume 2607 Folio 183 in the Municipality of Canterbury Parish of St. George County of Cumberland. The Council of the Municipality of Canterbury Transferee. Particulars entered in Register Book Vol. 7761 Fol. 123

the 5th day of October 1956
at 37 minutes past 4
o'clock in the afternoon.

J. Hall
Registrar General

DOCUMENTS LODGED HEREWITH
To be filled in by person lodging dealing

Nature	No.	Recd.Ppr.
		Mrgor &c.

M.P.D.

Req:R805399 /Doc:DL G611114 /Rev:19-Mar-1997 /Sts:Q2.OK /Pgs:ALL /Prt:14-Jan-2019 14:51 /Seq:1 of 2
Ref:klgates148 /Src:P

NOV 24 12 53 M.

Fees:— £ s. d.
Lodgment Dr :
Endorsement : :
Certificate Dr :
Cook : 10 :
Registration : :
Stamp Duty : :
11 11 10/-

R.P. 13. No. G 611114

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

REGISTRAR-GENERAL NEW SOUTH WALES

NEW SOUTH WALES SEVEN SHILLINGS SIX PENCE STAMP DUTY

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

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

b Full postal address of transferee must be shown.

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

d If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

e If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. " Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.C. Act, 1919, should accompany the transfer.

f Strike out if unnecessary, or suitably adjust
(i) if any easements are to be created or any exceptions to be made,
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.
Covenants should comply with the provisions of Section 88 of of the Conveyancing Act, 1919-1954.

g A very short note will suffice.

h Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.
As to instruments executed elsewhere, see back of form.

i Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

THIS SPACE TO BE LEFT FREE FROM NOTATION. NOT TO BE ALTERED BY ERASURE—See Foot Notes.

I, AARON LAYCOCK of Earlwood, Contractor 14-11-56

(herein called transferor)

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the sum of FIVE HUNDRED POUNDS

($500.0.0.) (the receipt whereof is hereby acknowledged) paid to me by RAYMOND GLADING of 95 Kerrs Road, Lidcombe, Instrument Mechanic

[a] (herein called transferee)

do hereby transfer to the said transferee[a]

ALL such my Estate and Interest in ALL THE land mentioned in the schedule following :—

County.	Parish.	Reference to Title (d) Whole or Part.	Vol.	Fol.	Description of Land (if part only). (e)
CUMBERLAND	ST GEORGE	PART	7161	123	Lot 4 D.P. 27074

And the transferee covenants with the transferor

And the transferee for himself his executors administrators assigns purchasers on sale and successors in title hereby for the benefit of the land being Lot 3 Deposited Plan 27074 and so as to bind himself his executors administrators assigns purchasers on sale and successors in title of Lot 4 on the aforesaid Deposited Plan covenants with the transferor his executors administrators assigns and successors in title that no dividing fence between the said Lot 3 and the said Lot 4 shall be erected at a height in excess of 4' 6" and that no fence other than a post and rail and/or chain wire fence shall be erected and this restriction may be released varied or modified by the owner or owners for the time being of the said Lot 3 Deposited Plan 27074.

ENCUMBRANCES, &c., REFERRED TO.[e]

Grant of Easement 0537907.

Signed at the 13th day of November 1956

[h] Signed in my presence by the transferor WHO IS PERSONALLY KNOWN TO ME

Aaron Laycock
Transferor.

[h] Signed

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

X K. A. Glading

Signed in my presence by the transferee WHO IS PERSONALLY KNOWN TO ME

Wm. Phillips
23 Shepherd St Chippendale
Chartered Engineer

Transferee(s).

[a] If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

964708

81 627—W 8 1103 A. H. PENFOLD, GOVERNMENT PRINTER.

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Ref:klgates148 /Src:P

G 611114

No.

LODGED BY WHITEHEAD FERRANTI & GREEN, 92 Pitt Street, Sydney.

CONSENT OF MORTGAGEE.[1]

(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

[1] This consent is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at *this* *day of* 19 .

Signed in my presence by

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. *Miscellaneous Register under the authority of which he has just executed the within transfer.*[k]

Signed at *the* *day of* 19 .

Signed in the presence of—

[k] Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.[l]

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

[l] To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED

MEMORANDUM OF TRANSFER

Court.

Checked by

Particulars entered in Register Book,

Volume 7161 Folio 123.

Passed (in S.D.B.) by

the 7th day of March 1957 at

Signed by

minutes past o'clock in the noon.

Registrar-General.

PAGED FOR DEPARTMENTAL USE.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1	4	Received	Docs. Nos.
2	5	Receiving Clerk.	
3	6		

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Plan written ...		3/12
Plan examined		3/12
Diagram prepared		28.2.57
Diagram examined		1/3/57
Sent forwarded		
Book of Engrossers		
Cancellation Clerk		5.3.57

Vol. 7161 Fol. 99

S 81487—W

EXTRA FEES

EXECUTION OUTSIDE NEW SOUTH WALES.

Execution may be proved where the parties are resident :—

(a) *in any part of the British dominions outside the State of New South Wales* by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) *in the United Kingdom* by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) *in any foreign place* by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are :—Upon lodgment (a) £2-0-0, if accompanied by the relevant title or evidence of production thereof, (b) £2-5-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable :—(a) 5/- for each additional Certificate included in the Transfer, (b) £2-10-0 for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 5/- for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

Application No. 10063752 Created on Jan 14, 2019 3:10:01 PM

SEWERAGE SERVICE DIAGRAM

Municipality of Canterbury No. 532124

GLADIAE

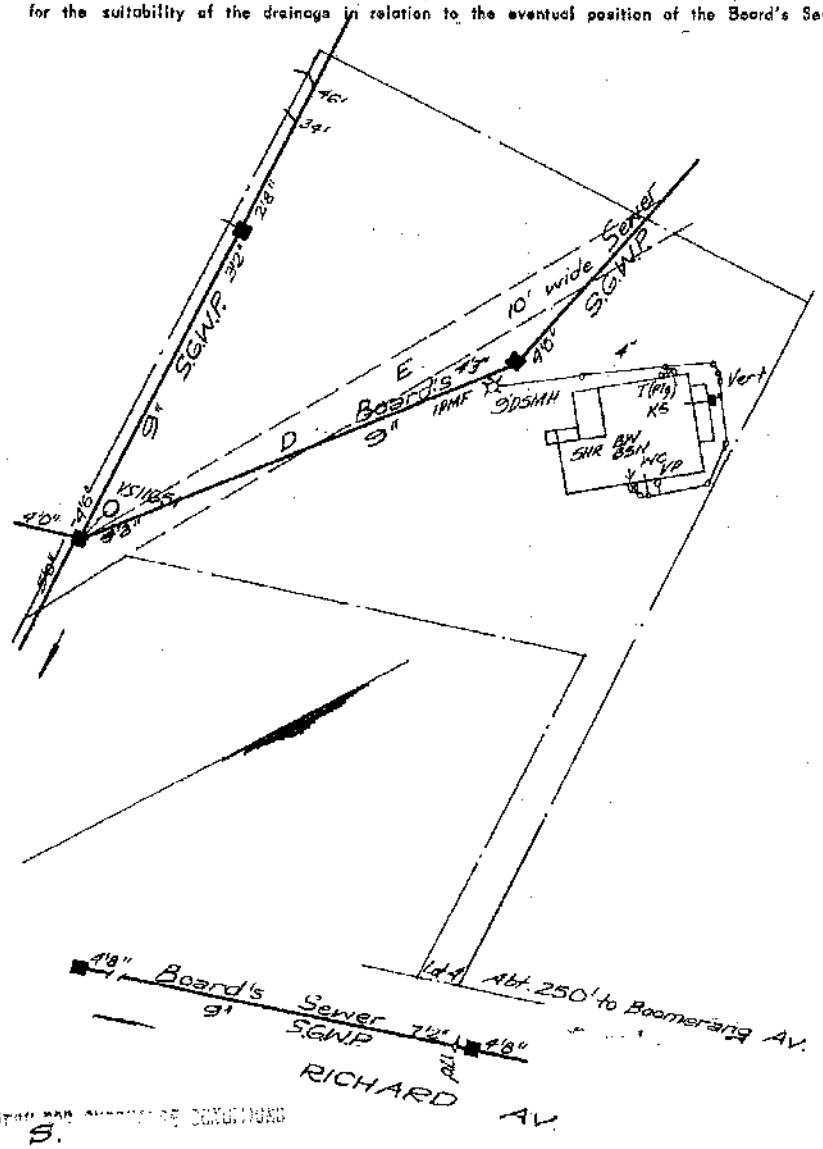
SYMBOLS AND ABBREVIATIONS

	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	VERT.	Vertical Pipe	T.	Tubs	W.I.P.	Wrought Iron Pipe
	Gully	V.P.	Vent. Pipe	K.S.	Kitchen Sink	C.I.P.	Cast Iron Pipe
P.T.	P. Trap	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.



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

SHEET No. 3951

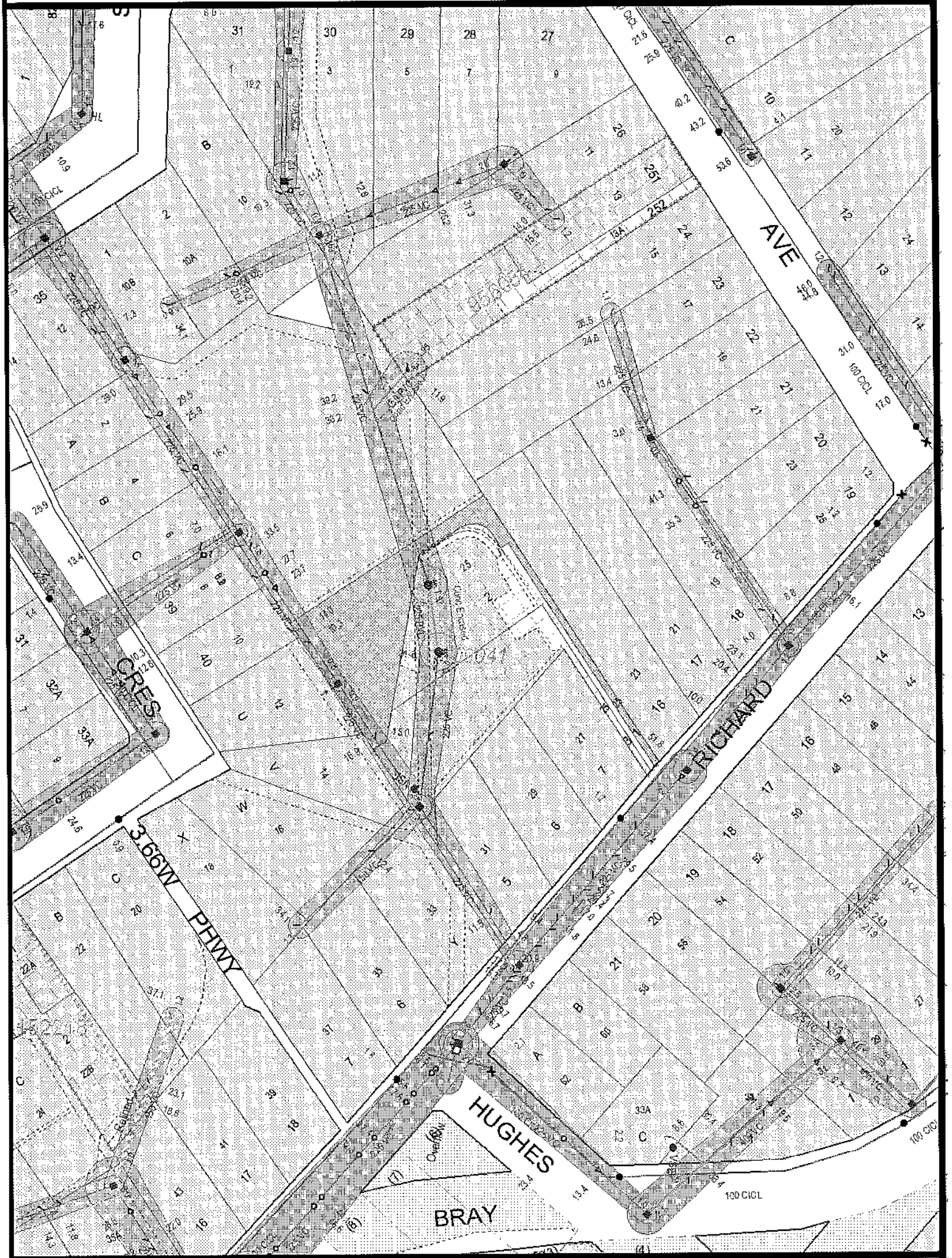
OFFICE USE ONLY

FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING	
Supervised by ..... Inspector	DATE / /	BRANCH OFFICE Date / / Outfall ..... Drainer ..... Plumber	Supervised by ..... Inspector	DATE / /
Examined by ..... Chief Inspector	/ /		540 157	

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.

Application No. 10063749 Created on Jan 14, 2019 3:09:46 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.**

ACE BUILDING APPROVALS
PO Box 439, Burwood NSW 1805
Tel: 9744 6777

Occupation Certificate

Issued under Part 6 the Environmental Planning and Assessment Act 1979
Sections 6.4, 6.9 and 6.10

Applicant Details

First/Company Name	Congying
Family Name/ABN	Yuan
Address	60 Clanwilliam, Eastwood NSW 2122

Site Details

Lot No	1
Deposited Plan(s) No	1131276
Street No & Street	25 Richard Avenue
Suburb	Earlwood

Certification Details

Determination	☒ Approved ☐ Refused ☐ Pending (other)
Determination Date	9 August 2024
Certificate Type	☒ Final ☐ Interim ☐ Whole ☒ Part – Dwelling only (excluding swimming pool)
Occupation Certificate No	OC22437
Planning Portal Reference Number	CFT-583281
Building Code of Australia classifications	1a
CDC No. and Endorsement Date	14/730 – 21 February 2014
Building Details	Construction of two storey dwelling and in-ground swimming pool.

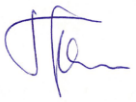
Principal Certifying Authority

Name	Mr. Ting Jian Qiu
	ACE Building Approvals ABN 11 107 212 144
Registration No	BDC0333
Accreditation Body	NSW Fair Trading

PCA's Certification Statement

I, Ting Jian Qiu, certify with respect to the building the subject of the Occupation Certificate Application made by the above named Applicant that:

- A current development consent or complying development certificate is in force for the building;
- If any building work has been carried out, a current construction certificate (or complying development certificate) has been issued with respect to the plans and specifications for the building;
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.

PCA's Signature:  Date: 9 August 2024

Occupation Certificate Attachments

- ✓ Signed ACE Building Approvals Occupation Certificate Application Form
- ✓ Inspection Certificates
- ✓ Surveyor's Report
- ✓ Works-as-Executed Drainage Plan
- ✓ Smoke Alarm Installation Certification
- ✓ Termite Treatment Certificate
- ✓ Wet Area Waterproof Installation Certificate
- ✓ Certificate for BASIX Commitments
- ✓ Certificate for Glazing

icare™ | HBCF

Certificate in respect of insurance for residential building work

Policy No: HBCF23006247 **Policy Date:** 10/02/2023

A contract of insurance complying with sections 92 and 96 of the ***Home Building Act 1989*** (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the ***State Insurance and Care Governance Act 2015***.

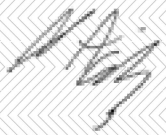
Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period
In respect of	H01 - New Dwelling Construction
Description of construction as advised by builder^	Construction of a single dwelling house
At	
	25 Richard Avenue
	Earlwood New South Wales 2206
Site plan number^	NA
Site plan type^	NA
Homeowner	Congying Yuan
Carried out by	Vestra Constructions Pty Ltd
Licence number	224264C
Builder job number^	
Contract amount^	$200,000.00
Contract date^	01/02/2023
Premium paid	$2,073.24
Cost of additional products or services under contract	Nil - no additional services
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	$2,485.81

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for those limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is $340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the non-completion of building work, and never more than $340,000 per dwelling for all loss, damage, costs and liabilities covered.

Certificate No: HBCF23006247 **Issued on:** 10/02/2023



Nathan Agius, General Manager, Underwriting IfNSW & HBCF
Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

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260923:177264

Dsr Lawyers
SUITE 11-12
137 Rowe St
EASTWOOD NSW 2122

PLANNING CERTIFICATE

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

Certificate No: 20266307
4 September 2026

Land which Certificate is issued for:

Lot 1 DP 1131276

25 Richard Avenue, EARLWOOD NSW 2206

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

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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 R2 LOW DENSITY RESIDENTIAL

1. Permitted without consent
Home occupations

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

3. Prohibited
Any development not specified in item 1 or 2

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

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

2.3 Minimum Land Dimensions for the Erection of a Dwelling House
For land zoned R2, R3 or R4 and on land identified as 'Area 2' on the Clause Application Map within the Canterbury Bankstown Local Environmental Plan 2023, the minimum lot size required for dwelling houses on a battle-axe lot or other lot with an access handle is 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 affected by the Acid Sulfate Soils Assessment Guidelines and Acid Sulfate Soils Planning Guidelines adopted by the Department of Planning and Environment and the NSW Office of Environment & Heritage and notified to the Council that restricts the development of the land because of the likelihood of 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

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Not applicable

Sea Level Rise
Not applicable

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

Any Other Risk (including Aircraft Noise)
Not applicable

11 Bush Fire Prone Land
Not applicable

12 Loose-Fill Asbestos Ceiling Insulation
Not applicable

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

14 Paper Subdivision Information
Not applicable

15 Property Vegetation Plans
Not applicable

16 Biodiversity Stewardship Sites
Not applicable

17 Biodiversity Certified Land
Not applicable

18 Orders Under Trees (Disputes Between Neighbours) Act 2006
Not applicable

19 Annual Charges Under Local Government Act 1993 For Coastal Protection Services That Relate to Existing Coastal Protection Works
Not applicable

20 Western Sydney Aerotropolis
Not applicable

21 Development Consent Conditions for Seniors Housing
Not applicable

22 Site Compatibility Certificates and Development Consent Conditions For Affordable Rental Housing
Not applicable

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

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

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should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

24 Special entertainment precincts

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

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.