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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Pilcher Residential** **23 Kenilworth Street, Croydon NSW 2132**	**Ref: Simon Pilcher** **Phone: 0425 216 043** **E: simon@pilcher-residential.com.au**
co-agent		
vendor	**Percival Street Investments Pty Ltd** **5 The Parapet, Castlecrag, NSW 2068 Australia**	
vendor's solicitor	**Cordato Partners Lawyers** **Level 5, 49 York Street, Sydney NSW 2000**	**Phone: 02 8297 5600** **Email: ajc@businesslawyer.com.au** **Fax: 02 9290 2784** **Ref: AJC:MK:0882026**
date for completion	**42nd day after the contract date**	(clause 15)
land (address, plan details and title reference)	**23 Percival Street, Lilyfield NSW 2040** **Registered Plan: Lot 3 DP 1260392** **Folio Identifier: 3/1260392**	
	☒ 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: See list of attachments		

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 Percival Street Investments Pty Ltd in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:		**Signed** by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:	
_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person
_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person
_____ Office held	_____ Office held	_____ Office held	_____ Office held

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Choices

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

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

Manual transaction (clause 30) ☐ NO ☐ yes

(if yes, vendor must provide further details, including any applicable 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: **Percival Street Investments Pty Ltd ACN 666 563 935**

Supplier's ABN: **23 666 563 935**

Supplier's GST branch number (if applicable):

Supplier's business address: **5 The Parapet, Castlecrag NSW 2068**

Supplier's representative: **Catriona Shearer**

Supplier's contact phone number: **0404 882 811**

Supplier's proportion of *GSTRW payment*: **7% of the Contract price**

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 Occupation Certificate
- ☒ 62 Certificate of Insurance
- ☒ 63 Surveyor’s Report
- ☒ 64 Final Structural Report
- ☒ 65 Termite Management Certificate
- ☒ 66 Compliance Certificate
- ☒ 67 Waterproofing Installation Certificate

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

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

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

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

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

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

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

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Cooling off period (purchaser's rights)

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

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

- **(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or**
- **(b) in any other case—the fifth business day after the day on which the contract was made.**

3 **There is NO COOLING OFF PERIOD—**

- **(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or**
- **(b) if the property is sold by public auction, or**
- **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.**

4 **A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.**

5 **The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.**

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

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

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

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

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

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.

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

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

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

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

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

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
3.4 The vendor must approve a replacement *deposit-bond* if –
3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and
3.4.2 it has an expiry date at least three months after its date of issue.
3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
3.5.2 the deposit is paid in full under clause 2.
3.6 Clauses 3.3 and 3.4 can operate more than once.

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

4 Electronic transaction

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

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

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

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

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

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

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

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

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13 Goods and services tax (GST)

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

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

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

13.3.1 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

● Vendor

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

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

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

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

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
20.16 Each *party* consents to –
20.16.1 any *party* signing this contract electronically; and
20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed by the *parties*.
20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions
21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975
22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development contract or management statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

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

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
23.6.2 the purchaser is liable for all contributions determined after the contract date.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if –
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

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

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

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24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

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

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

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

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

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

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

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

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

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do whatever is reasonably necessary to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
28.3 If the plan is not registered *within* that time and in that manner –
  28.3.1 the purchaser can *rescind*; and
  28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

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

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

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.

30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.

30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.

30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.

30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

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

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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32 Residential off the plan contract

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

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

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

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

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

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SPECIAL CONDITIONS

ADDITIONAL CLAUSES ANNEXED TO CONTRACT FOR SALE OF LAND

VENDOR: **Percival Street Investments Pty Ltd ACN 666 563 935 / ABN 23 666 563 935**
PURCHASER:
PROPERTY: **23 Percival Street, Lilyfield**

33. Definitions and Interpretation

33.1. **Definitions**

In this Contract:

Claims or Actions means any claims, requisitions, objections, demands or causes of actions (whether based in a contract, tort or statute, or otherwise arising) in respect of contract or any part of it or any transaction contemplated by it including any attempt to rescind or terminate this Contract or refusal to complete or attempt to delay completion.

Pre-Contractual Materials means any marketing or advertising material, in brochure form or on a website or in an information memorandum, or in a printed advertisement, and any verbal representation or statements made by or on behalf of the vendor.

Settlement date means the actual date that completion takes place under this Contract.

33.2 Interpretation

In this Contract:

(a) headings are for convenience only and do not affect interpretation;

And unless the context indicates a contrary intention:

(b) **Person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(c) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

(d) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;

(e) a reference to clause, schedule, exhibit, attachment or annexure is a reference to a clause, schedule, exhibit, attachment or annexure to or of this Contract, and a reference to this Contract includes all schedules, exhibits, attachments and annexure to it;

(f) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(g) **includes** in any form is not a word of limitation; and

(h) a reference to **$** or **dollar** is to Australian currency

34. Amendments to printed form of contract

Clauses 1 to 12 and 14 to 32 are amended as follows:

(a) Clause 3 – delete the clause;

(b) Clause 4.1 – This clause is deleted if this Conveyancing Transaction is to be conducted as an electronic transaction;

(c) Clause 10.1 – insert after 10.1.9 ";or" and add clause 10.1.10 – "any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under *legislation,* common law or otherwise."

(d) Clause 10.2 – add after "*rescind or terminate*" the words "or make a requisition or a claim or delay completion or attempt to delay completion";

(e) Clause 10.3 – add after "claim or *requisition* or *rescind or terminate"* the words *"or requisition* or claim or attempt to delay completion";

35. Property sold in present condition, survey and building certificate

35.1. **Condition and state of repair**

Subject to section 52A (2)(b) of the *Conveyancing Act* 1919 and the *Conveyancing Act (Sale of Land) Regulation* 2017; the purchaser acknowledges that they are purchasing:

(a) the property in its current condition and state or repair (including structural repair) at the contract date;
(b) the property with all faults, and all latent and patent defects, and all infestations and dilapidations; and
(c) as a result of their own inspection and inquiries; and
(d) subject to any existing water, sewerage (except sewer belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations and connections (the Services).
(e) subject to any non-compliance that is disclosed in this Contract, the Local Government Act or any Ordinance under that Act in respect of any building on the land.

35.2. **No claim**

The purchaser cannot make a claim, objection or requisitions or rescind or terminate or delay completion of this Contract in respect of:

(a) the condition, state of repair, dilapidation or infestation (if any) of the property;
(b) any latent or patent defects in the property;
(c) any environmental hazard or contamination;
(d) the nature, location, availability or non- availability of the Services or defects in the Services;
(e) any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;
(f) any rainwater downpipe being connected to the sewer;
(g) the location of or potential damage or injury from any tree;
(h) whether or not the property complies with the regulations under the *Environmental Planning and Assessment Act 1979*.

35.3. **Survey Report**

The vendor has no survey certificate for the property. If upon survey the purchaser finds any encroachments or non-compliances to which the purchaser shall be entitled to object, the vendor shall not be obliged to cure or remedy such encroachments or non- compliances, and notwithstanding the provisions of Clause 7 of this Contract, the vendor shall not obliged to satisfy any claim for compensation in respect thereof.

35.4 **Inclusions**

The items of fittings, fixtures, furnishings and chattels referred to in this contract (if any) are included in the sale without further consideration and are sold in their existing physical condition and state of repair. The Purchaser shall make no objection, requisition or claim for compensation in those respects. The vendor does not agree to provide the purchaser with a depreciation schedule for any of the inclusions.

36. Completion

36.1. **Completion date**

Completion of this contact is to take place no later than the completion date (as defined in this Contract), no later than 5:00 pm that day. If the completion date is not a business day, then completion will fall due on the next business day.

36.2. **Notice to complete**

These provisions shall apply to a notice to complete:

(a) If either party is unable or unwilling to complete by the date for completion, the other party shall be entitled at any time after the date for completion to serve a notice to complete making time for completion essential.

(b) The notice to complete shall give not less than fourteen (14) days' notice following the day on which that notice is served on the recipient and such notice can require completion by no later than 4:00pm on the day nominated in such notice. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.

(c) The party issuing a notice to complete may at any time withdraw the notice to complete without prejudice to their continuing right to give a further notice to complete.

(d) The vendor is not obliged to remove any charge over the property for any rate, tax or outgoing until the time when completion of this Contract is effected and may serve a notice to complete on the purchaser notwithstanding that there is such a charge, rate, tax or outgoing on the property at the time the notice to complete issues.

(e) The party that issues the notice to complete shall be entitled to recover the fee of $330.00 (GST inclusive) from the other party to cover the costs of issuing such notice.

36.3. **Liquidated damages**

Without prejudice to the rights, powers and remedies otherwise available to the vendor and despite any other provision of this Contract, if for any reason not attributable solely to the vendor's failure to complete on the complete on the date determined in accordance with this Contract, the purchaser on completion must pay to the vendor as liquidated damages and in addition to all other money payable under this Contract, an amount calculated at the rate of 8% per annum on a daily basis on the balance of the price from the completion date until the date of the actual completion. The vendor is not obliged to complete this Contract unless the purchaser pays the liquidated damages on completion.

37. Incapacity of a party

If either party (and, if comprising more than one person, any one or more of them) before completion:

(a) if a natural person – dies, is found by court of competent jurisdiction to be incapable of administering their estate or affairs, commits an act of bankruptcy, is declared bankrupt or enters into a scheme or makes an assignment for the benefit of creditors; or

(b) if a company – resolves to go into liquidation, has a summons or application presented or an order made for its winding up, has an official manager or receiver appointed over the whole or part of its assets or undertaking, or enters into a deed of arrangement, assignment or composition for the benefit of creditors;

then the other party may rescind this Contract and clause 19 applies.

38. Due Diligence and Attachments

38.1. **Attachment as agent**

The purchaser acknowledges that if before this Contract was signed by or on behalf of the purchaser, documents or copies of documents were attached to this Contract at the request of the vendor or the vendor's *solicitor* by or on behalf of the purchaser or the purchaser's solicitor*,* the person attaching those documents or copies of documents did so as the agent of the vendor.

38.2. **No warranty for attachment of documents**

Without excluding, modifying or restricting the rights of the purchaser under section 52A(2)(a) of the *Conveyancing Act* 1919 and the *Conveyancing (Sale of Land) Regulation* 2017, the vendor does not warrant that the documents or copies of documents attached to this Contract, including the Due Diligence Materials, are complete or accurate.

38.3. **Attachment of annexures**

Without limiting the generality of clause 38.4, the purchaser acknowledges that it has satisfied itself in relation to the context of the attachments or disclosed documents.

38.4. **Pre-Contractual Materials**

Except where provided elsewhere in this Contract, the purchaser:

(a) acknowledges and warrants that it does not rely on any the Pre-Contractual Materials; and

(b) will not make or take any Claim or Action against the vendor in respect of or arising from any statement, disclosure, representation, warranty, condition, promise or undertaking, whether express or implied, made in the Pre-Contractual Material; and

(c) for these purposes, the Pre-Contractual Materials means the marketing materials provided by the Vendor and the Vendor's Agent and any plans, approvals and other materials provided which relate to the property.

38.5. **Own investigations**

The purchaser acknowledges that prior to signing this Contract it has made its own investigations and enquiries in relation to the property and that the purchaser has not relied upon any warranty or statement made by the vendor or by anyone on its behalf, including any of the documents attached to this Contract.

39. Entire agreement

39.1. **Entire agreement**

To the extent permitted by law, in relation to its subject matter, this Contract:

(a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and

(b) supersedes any prior written or other agreement of the parties.

39.2. **No warranty by vendor**

Without limiting clause 39.1, the vendor does not warrant or represent that any information or statements contained or referred to in any brochure, website, information memorandum, advertisement or other document made available by or on behalf of the vendor in connection with this sale or this Contract is accurate or complete.

39.3. **Warranty by purchaser**

The purchaser represents and warrants that the purchaser:

(a) has not relied on any brochure, website, information memorandum, advertisement or other document referred to in clause 39.2;

(b) has made its own inquiries in relation to the property;

(c) does not rely on any representation, letter, document or arrangement (whether oral or in writing) or other conduct as adding to or amending this Contract;

(d) is satisfied as to all information relevant to the risks, contingencies and other circumstances affecting the purchase of the property; and

(e) is satisfied as to the need for and the existence or validity of any development or other approval for the property.

39.4. **Vendor's Agent**

The purchaser warrants that it has not been introduced to the property by a real estate agent or other person other than the vendor's agent (if any) named on page 1 of this contract, and in this respect:

(a) The expression vendor's agent includes any employee or person connected with the real estate agent;

(b) The purchaser indemnifies the vendor in respect of any actions, proceedings or claims brought against the vendor due to any breach by the purchaser of the warranty in sub clause (a), the indemnity given on the basis that the vendor has not signed an exclusive selling agency agreement with any real estate agent other than the vendor's agent;

(c) It is agreed that this indemnity shall be a continuing indemnity and shall not merge upon completion;

(d) The purchaser's obligation to indemnify the vendor under this clause will not merge on completion of this Contract;

(e) The vendor warrants that there is no sole agency agreement in force at the date of Contract with any agent not named in this Contract; and

(f) Rights under this clause continue after completion.

40. General

40.1. **Governing law**

This Contract is governed by and must be construed according to the law applying in New South Wales.

40.2. **Jurisdiction**

Each party irrevocably:

(a) submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Contract; and

(b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 40.1.

40.3. **Severance**

If at any time any provision of this Contract is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that will not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Contract; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Contract.

40.4. **Information for transfer**

For the purposes of clause 4.2, the purchaser acknowledges that sufficient information for the form of transfer is disclosed in this Contract and that the vendor need not give any further information to the purchaser.

40.5. **No merger**

(a) Any clause to which effect is not given by completion or registration of the transfer to the purchaser and which is capable of taking effect after completion or registration does not merge on completion.

(b) Each warranty and each indemnity of the purchaser in this Contract survives completion or termination.

40.6. **Notices**

Despite clause 20.6.5, a document is sufficiently *served for* the purpose of this Contract if the document is sent by fax to any *party* whose fax number appears in this Contract. If a document is *served* by fax, then *service* is taken to have taken place when transmission has been completed, unless:

(a) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case *service* is taken not to have taken place; or

(b) the time of dispatch is a bank or public holiday or a Saturday or Sunday in the place to which the document is sent; or

(c) is at or after 5.00 pm (local time in the place to which the document is sent) on a day that is not a bank or public holiday or a Saturday or Sunday, in which case the document is taken to be received at 9:00 am on the next day that is not a bank or public holiday or a Saturday or Sunday.

40.7. **Indemnities**

(a) Each indemnity by the purchaser in this Contract is a continuing obligation, separate and independent from the purchaser's other obligations and survives completion, rescission or termination of this Contract.

(b) It is not necessary for the vendor to incur expense or to make any payment before enforcing a right of indemnity conferred by this Contract.

(c) The purchaser must pay on demand any amount it must pay under an indemnity in this Contract.

40.8. **Privacy**

(a) The purchaser acknowledges that during or after the term of this Contract:

(i) personal information concerning the purchaser, its directors and guarantors may be collected for the vendor (**information**).

(ii) that the information collected for the vendor may be used for assessing the ongoing management of this Contract.

(iii) that the information collected for the vendor may be released to third parties, such as the vendor's managing agents and property managers.

(b) For the purpose of this clause, the vendor will give 48 hours notice of any access request to the purchaser.

41. Purchaser's finance arrangements

The Purchaser expressly acknowledges and represents to the vendor that:

(a) prior to the exchange of this Contract the purchaser has obtained approval for such financial assistance or loans as he may need to complete this Contract;

(b) such financial assistance or loans are on reasonable terms and satisfactory to the purchaser; and

(c) The purchaser acknowledges that the vendor in entering into this Contract with the purchaser is relying upon this representation in order to enter into binding contractual and/or financial obligations (including but not limited to a contract for the purchase of real estate) after the exchange of this Contract and prior to its completion.

42. If less than 10% deposit

Although a full 10% deposit is payable by the purchaser, if the vendor has agreed to allow the purchaser to exchange the contract on the basis that only part of the deposit is paid at the time of exchange then:

(a) 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; and

(b) The full earnest of 10% of the price will be forfeited in the event that the purchaser fails to complete in accordance with these terms.

43. Foreign persons

(a) The purchaser warrants that the provisions of the Foreign Acquisitions and *Takeovers Act, 1975* requiring the obtaining of consent to this transaction do not apply to the purchaser of this Contract.

(b) If there is a breach of this warranty, the purchaser must indemnify the vendor in respect of any loss, damage, fine or legal costs incurred by the vendor as a consequence.

(c) This warranty and indemnity do not merge on completion.

44. Corporate Purchaser

If the purchaser purports to be a proprietary company, each of the persons signing on behalf of the purchaser as an officer of the purchaser:

(a) personally warrants that the company has been incorporated and exists at law and agrees that he or she shall be personally liable under this Contract both jointly and severally as if he or she had been named as a purchaser if this warranty is breached; and

(b) personally guarantees jointly and severally the due performance of the purchaser in relation to its obligations pursuant to the terms of this Contract in every respect as if he or she has personally entered into this Contract.

45. Exchange by e-mail or fax

Without limiting the method by which this contract may be exchanged:

(a) each party consents to any duly signed scanned or faxed counterpart copy of this contract being treated as an original document for the purpose of exchange;

(b) if exchange takes place by treating a party's duly signed scanned or faxed counterpart of this contract as an original document, then that party undertakes to provide the other party with the original duly signed pages of such counterpart within 7 days of exchange, or within such other time as the parties otherwise agree in writing.

46. Electronic execution and consents under the *Electronic Transactions Act 2000*

Without limiting the methods by which this contract may be signed and/or exchanged:

(a) each party consents to this contract being signed by the other party in accordance with an electronic communication method approved by the vendor;

(b) despite customary practises followed in respect of the exchange of counterpart contracts for sale of land in New South Wales, this contract:

i. may be made upon execution of a single contract by all parties;

ii. does not need to be executed in counterparts and exchanged;

iii may constitute an original document in electronic format ("**the Electronic Contract**").

(c) If this contract is made upon electronic execution by all parties and constitutes an Electronic Contract:

i. the vendor may still require the purchaser to sign a customary paper form contract on the same terms as this contract ("**the Paper Contract**");

ii if the vendor requests the purchaser sign a Paper Contract the purchaser must deliver a duly signed Paper Contract to the vendor's solicitor within 14 days of receipt of the request;

iii if the purchaser does not comply with the request then the purchaser appoints the vendor as its attorney to comply with the request; and

iv the parties acknowledge that the Paper Contract is only intended to record the detailed terms of the contract in paper form, and they confirm that they will be bound by this contract on and from the date that it is made.

49. Guarantee for corporate purchaser

In consideration of the vendor contracting with the corporate purchaser **[ ]** (the guarantors), as is evidenced by the guarantors execution hereof, 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 as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. 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.

Signed by)
The guarantors in the presence of:)

_____ _____

Signature of witness Signature of guarantor

_____

Name of witness

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3/1260392

SEARCH DATE	TIME	EDITION NO	DATE
3/9/2026	9:36 AM	1	23/6/2026

LAND

LOT 3 IN DEPOSITED PLAN 1260392
AT LILYFIELD
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1260392

FIRST SCHEDULE

PERCIVAL STREET INVESTMENTS PTY LTD (T AT202003)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1260392

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

0882026... PRINTED ON 3/9/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

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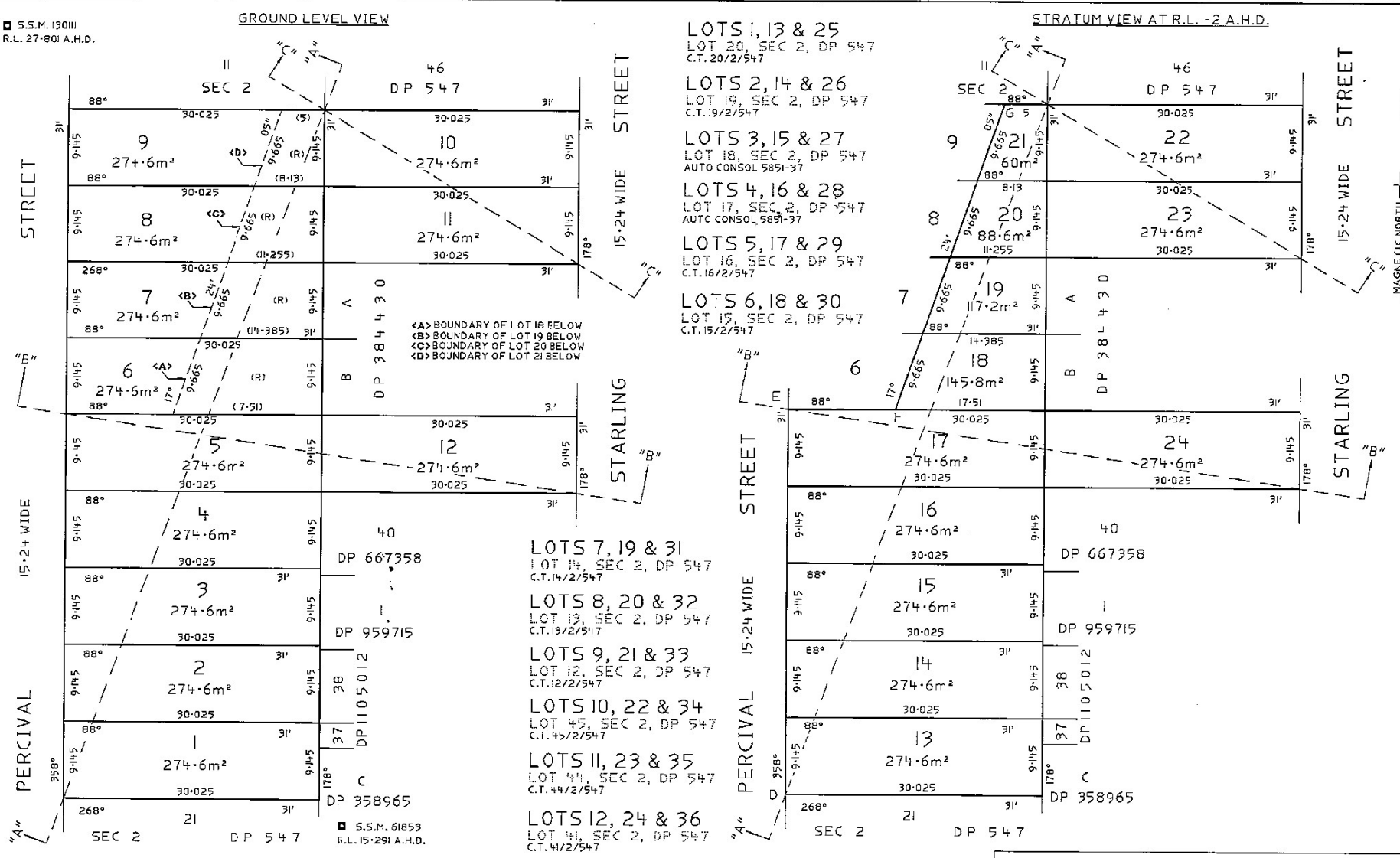
Received: 03/09/2026 09:36:03

PLAN FORM 2 (A2) DP1260392

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet 1 of 2 sheets



LOTS 1, 13 & 25
LOT 20, SEC 2, DP 547
C.T. 20/2/547

LOTS 2, 14 & 26
LOT 19, SEC 2, DP 547
C.T. 19/2/547

LOTS 3, 15 & 27
LOT 18, SEC 2, DP 547
AUTO CONSOL 5851-37

LOTS 4, 16 & 28
LOT 17, SEC 2, DP 547
AUTO CONSOL 5851-37

LOTS 5, 17 & 29
LOT 16, SEC 2, DP 547
C.T. 16/2/547

LOTS 6, 18 & 30
LOT 15, SEC 2, DP 547
C.T. 15/2/547

LOTS 7, 19 & 31
LOT 14, SEC 2, DP 547
C.T. 14/2/547

LOTS 8, 20 & 32
LOT 13, SEC 2, DP 547
C.T. 13/2/547

LOTS 9, 21 & 33
LOT 12, SEC 2, DP 547
C.T. 12/2/547

LOTS 10, 22 & 34
LOT 45, SEC 2, DP 547
C.T. 45/2/547

LOTS 11, 23 & 35
LOT 44, SEC 2, DP 547
C.T. 44/2/547

LOTS 12, 24 & 36
LOT 41, SEC 2, DP 547
C.T. 41/2/547

LOTS 1 TO 5 INCLUSIVE ARE STRATUM UNLIMITED IN HEIGHT LYING ABOVE A HORIZONTAL PLANE AT R.L.-2 A.H.D. AS IDENTIFIED HEREON AND ON SHEET 2 AS BOUNDARIES OF LOTS 13 TO 17 INCLUSIVE BELOW.

LOTS 6 TO 9 INCLUSIVE ARE UNLIMITED IN HEIGHT AND DEPTH EXCEPT FOR THOSE PARTS DESIGNATED (R) WHICH ARE STRATUM UNLIMITED IN HEIGHT LYING ABOVE A HORIZONTAL PLANE AT R.L. -2 A.H.D. AS IDENTIFIED HEREON AND ON SHEET 2 AS BOUNDARIES OF LOTS 18 TO 21 INCLUSIVE BELOW.

LOTS 10 TO 12 INCLUSIVE ARE STRATUM UNLIMITED IN HEIGHT LYING ABOVE A HORIZONTAL PLANE AT R.L.-2 A.H.D. AS IDENTIFIED HEREON AND ON SHEET 2 AS BOUNDARIES OF LOTS 22 TO 24 INCLUSIVE BELOW.

LOTS 13 TO 24 INCLUSIVE ARE STRATUM LIMITED IN HEIGHT LYING BELOW A HORIZONTAL PLANE AT R.L. -2 A.H.D. AS IDENTIFIED HEREON AND ON SHEET 2 AS BOUNDARIES OF LOTS 1 TO 12 INCLUSIVE ABOVE AND LIMITED IN DEPTH LYING ABOVE A HORIZONTAL PLANE AT R.L.-38 A.H.D. AS IDENTIFIED HEREON AND ON SHEET 2 AS BOUNDARIES OF LOTS 25 TO 36 INCLUSIVE BELOW.

Surveyor : JAMES THOMAS WARDS
Date of Survey : 23/12/2019
Surveyor's Ref : CII926, CHECKLIST
WCX 3b EXEMPTION :
2018M7100(90)3b

PLAN OF LAND TO BE ACQUIRED FOR THE PURPOSES OF THE ROADS ACT, 1993

L.G.A. : INNER WEST
Locality : LILYFIELD
Subdivision No : N/A
Lengths are in metres. Reduction Ratio 1: 300

Registered
7.1.2020

DP1260392

10 20 30 40 50 60 70 80 90 100 110 120 130 140

CSC

FILE : 2019/049770

PLAN: 6013 C10 SS 4547

Req:R869330 /Doc:DP 1260392 P /Rev:07-Jan-2020 /NSW LRS /Pgs:ALL /Prt:09-Dec-2022 15:11 /Seq:1 of 4
© Office of the Registrar-General /Src:GlobalX /Ref:dda0214000

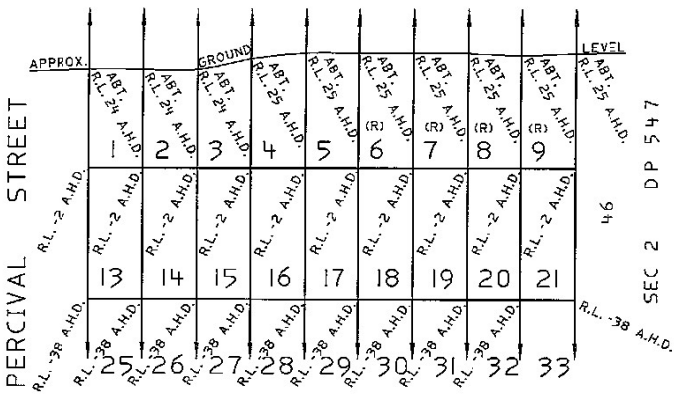
PLAN FORM 2 (A2) DP1260392

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet 2 of 2 sheets

SECTION "A" - "A"

HORIZONTAL REDUCATION RATIO 1 : 600
VERTICAL REDUCATION RATIO 1 : 900



SECTION "B" - "B"

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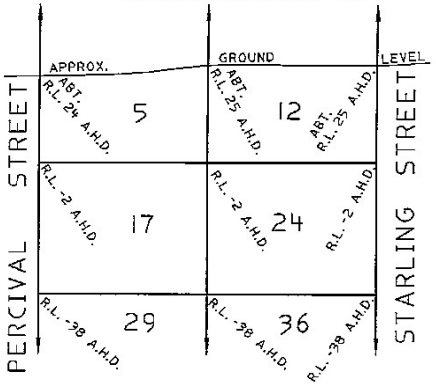
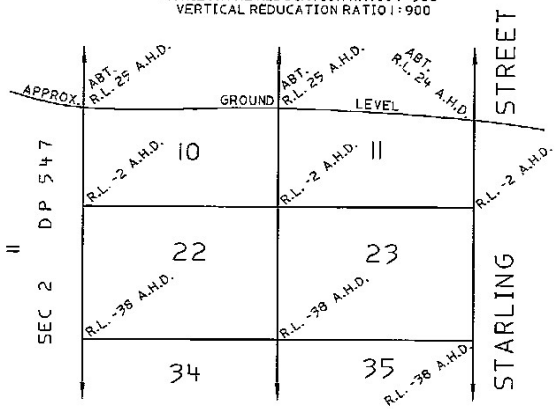
VERTICAL REDUCATION RATIO 1 : 900

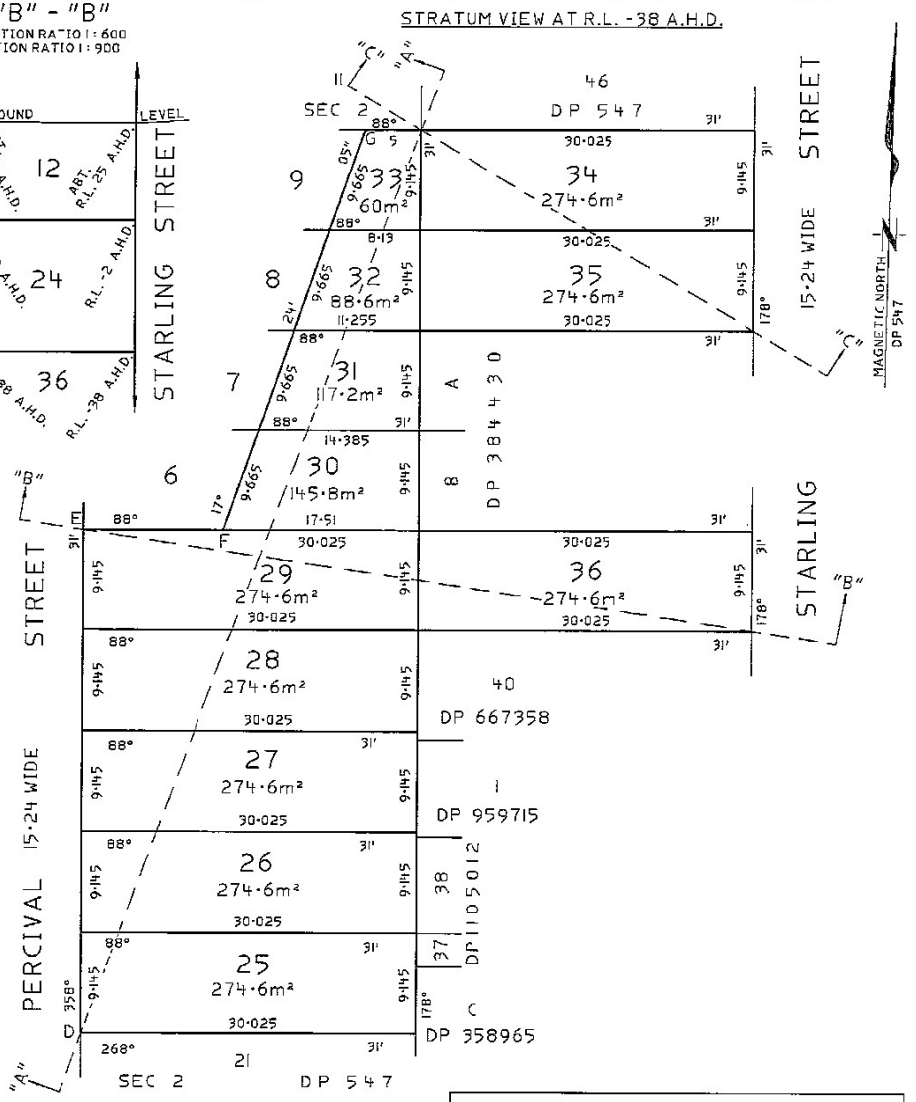


SECTION "C" - "C"

HORIZONTAL REDUCATION RATIO 1 : 300
VERTICAL REDUCATION RATIO 1 : 900



STRATUM VIEW AT R.L. -38 A.H.D.



LOTS 25 TO 36 INCLUSIVE ARE STRATUM UNLIMITED IN DEPTH LYING BELOW A HORIZONTAL PLANE AT R.L. -38 A.H.D. AS IDENTIFIED HEREON AS BOUNDARIES OF LOTS 13 TO 24 INCLUSIVE ABOVE

NATURAL SURFACE NOT SURVEYED
INDICATIVE ONLY
DERIVED FROM TOPOGRAPHIC CONTOURS

10 20 30 40 50 60 70 80 90 100 110 120 130 140

Surveyor : JAMES THOMAS WARDS Date of Survey : 23/12/2019 Surveyor's Ref : CII926, CHECKLIST WCX 5b EXEMPTION : 2018M7100(90)3b	PLAN OF LAND TO BE ACQUIRED FOR THE PURPOSES OF THE ROADS ACT , 1993	L.G.A. : INNER WEST Locality : LILYFIELD Subdivision No : N/A Lengths are in metres. Reduction Ratio 1: 900	Registered 7.1.2020	DP1260392

CSC FILE : 2019/043770 PLAN: 6013 010 SS 4547

Req:R869330 /Doc:DP 1260392 P /Rev:07-Jan-2020 /NSW LRS /Pgs:ALL /Prt:09-Dec-2022 16:11 /Seq:2 of 4
© Office of the Registrar-General /Src:GlobalX /Ref:dda0214000

Req:R869330 /Doc:DP 1260392 P /Rev:07-Jan-2020 /NSW LRS /Pgs:ALL /Prt:09-Dec-2022 15:11 /Seq:3 of 4
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ePlan

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheet(s)

Registered: 7.1.2020 Office Use Only

Title System: TORRENS

Office Use Only

DP1260392

PLAN OF LAND TO BE ACQUIRED FOR THE PURPOSES OF THE ROADS ACT, 1993

LGA: INNER WEST

Locality: LILYFIELD

Parish: PETERSHAM

County: CUMBERLAND

Survey Certificate

I, JAMES THOMAS WARDS.....

of TRANSPORT FOR NSW .....

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

~~*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on ....., or~~

~~*(b) The part of the land shown in the plan (*being/*excluding ** .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation, or~~

*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.

Datum Line: N/A.....

Type: *Urban/~~*Rural~~

The terrain is *Level-Undulating ~~/ *Steep-Mountainous.~~

Signature: ..... Dated: 23/12/2019

Surveyor Identification No: 8764
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

I, ... (Authorised Officer) in approving this plan certify 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, ...

*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of compilation.

DP 547

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

LOTS 13 TO 36 INCLUSIVE ARE REQUIRED FOR FREEWAY UNDER SECTION 48 OF THE ROADS ACT, 1993

ACCESS WILL BE RESTRICTED ACROSS THE BOUNDARIES OF LOTS 13 TO 21 INCLUSIVE AND LOTS 25 TO 33 INCLUSIVE MARKED D-E-F-G

Surveyor's Reference: CI1926, CHECKLIST

WCX3B EXEMPTION: 2018M7100(901)3b

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

FILE : 2019/043770

PLAN: 6013 010 SS 4547

Req:R869330 /Doc:DP 1260392 P /Rev:07-Jan-2020 /NSW LRS /Pgs:ALL /Prt:09-Dec-2022 15:11 /Seq:4 of 4
© Office of the Registrar-General /Src:GlobalX /Ref:dda0214000

ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 2 sheets

Office Use Only

Registered: 7.1.2020

Office Use Only

DP1260392

PLAN OF LAND TO BE ACQUIRED FOR THE PURPOSES OF THE ROADS ACT, 1993

Subdivision Certificate number: .....

Date of Endorsement: .....

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT 1 - NO.19 PERCIVAL STREET, LILYFIELD
LOT 2 - NO.21 PERCIVAL STREET, LILYFIELD
LOT 3 - NO.23 - 25 PERCIVAL STREET, LILYFIELD
LOT 4 - NO.23 - 25 PERCIVAL STREET, LILYFIELD
LOT 5 - NO.27 PERCIVAL STREET, LILYFIELD
LOT 6 - NO.29 PERCIVAL STREET, LILYFIELD
LOT 7 - NO.31 PERCIVAL STREET, LILYFIELD
LOT 8 - NO.33 PERCIVAL STREET, LILYFIELD
LOT 9 - NO.35 PERCIVAL STREET, LILYFIELD
LOT 10 - NO.36 STARLING STREET, LILYFIELD
LOT 11 - NO.34 STARLING STREET, LILYFIELD
LOT 12 - NO.28 STARLING STREET, LILYFIELD

LOTS 13 TO 36 INCLUSIVE – N/A

APPROVED:

.....

A/ **DIRECTOR SURVEYING**
TRANSPORT FOR NSW

If space is insufficient use additional annexure sheet

Surveyor's Reference: CI1926, CHECKLIST
WCX3B EXEMPTION: 2018M7100(901)3b

FILE : 2019/043770

PLAN: 6013 010 SS 4547

PLANNING CERTIFICATE

UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Cert. No.: PCT/2026/2835

Fee: $62.00

Certificate Date: 25/06/2026

Applicant	Owner (as recorded by Council)
InfoTrack DX 578 SYDNEY ecertificates@infotrack.com.au	Percival Street Investments Pty Ltd

Subject property address (if applicable)	Legal description
23-25 Percival Street LILYFIELD NSW 2040	Lot 3 DP 1260392

Information provided pursuant to *Environmental Planning and Assessment Act 1979* and *Environment Planning and Assessment Regulation 2021*

In accordance with the requirements of section 10.7 of the *Environmental Planning and Assessment Act 1979 ("the Act")* and Schedule 2 of the *Environment Planning and Assessment Regulation 2021,* the following prescribed matters relate to the land at the date of this certificate.

1. Names of relevant planning instruments and Development Control Plans

The following is a list of State Environmental Planning Policies (SEPPs) and proposed SEPPs that may apply to the carrying out of development on the land:

- *State Environmental Planning Policy (Biodiversity and Conservation) 2021*
- *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*
- *State Environmental Planning Policy (Housing) 2021*
- *State Environmental Planning Policy (Industry and Employment) 2021*
- *State Environmental Planning Policy (Planning Systems) 2021*
- *State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021*
- *State Environmental Planning Policy (Primary Production) 2021*
- *State Environmental Planning Policy (Resilience and Hazards) 2021*
- *State Environmental Planning Policy (Resources and Energy) 2021*
- *State Environmental Planning Policy (Sustainable Buildings) 2022*
- *State Environmental Planning Policy (Transport and Infrastructure) 2021*

The following Local Environmental Plan applies to the land:

- *Inner West Local Environmental Plan 2022*

The following Development Control Plan applies to the land:

- Leichhardt Development Control Plan 2013

The following proposed Local Environmental Plan (which is, or has been, subject to community consultation or public exhibition) applies to the land:

NONE APPLICABLE

The following proposed Development Control Plan (which is, or has been, subject to community consultation or public exhibition) applies to the land:

- Draft Inner West Development Control Plan

Note: it has been less than 3 years since the end of the public exhibition period for the draft Development Control Plan.

2. Zoning and land use under relevant environmental planning instruments

Inner West Local Environmental Plan 2022

Zone R1 General Residential

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide residential development that maintains the character of built and natural features in the surrounding area.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Dual occupancies; Eco-tourist facilities; Emergency services facilities; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Water supply systems; Wharf or boating facilities; Wholesale supplies

Do any additional permitted uses apply to the land?

NO

Are there any development standards that fix minimum land dimensions for the erection of a dwelling-house on the land?

YES

The minimum required allotment size is 200 square metres. Refer to Minimum Lot Size Map in *Inner West Local Environmental Plan 2022*.

2. Zoning and land use under relevant environmental planning instruments

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

NO

Is the land in a conservation area, (however described)?

NO

Is there an item of environmental heritage, however described, on the land?

NO

3. Contributions plans

1. The following contributions plans apply to the land under Division 7.1 of the *Environmental Planning and Assessment Act 1979*:
   - Section 7.11 and 7.12 Inner West Local Infrastructure Contributions Plan 2023.
   - *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024.*
2. This land is identified as being within a region within the meaning of the *Environmental Planning and Assessment Act*, under Division 7.1, Subdivision 4 –
   (a) The name of this region is the Greater Sydney region.
   (b) The name of the Ministerial planning order in which this region is identified is *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024.*
3. This land is not in a special contribution area to which a continued 7.23 determination applies.
4. In this section –

   Continued 7.23 determination means a s7.23 determination that –

   (a) Has been continued in force by the Act, Schedule 4, Part 1, and

   (b) Has not been repealed as provided by that part.

Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4. Complying Development - *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

Housing Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Rural Housing Code

NO. The Rural Housing Code does not apply to land within the Inner West Local Government Area.

Low Rise Housing Diversity Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Pattern Book Development Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Greenfield Housing Code

NO. The Greenfield Housing Code does not apply to land within the Inner West Local Government Area.

4. Complying Development - *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

Inland Code

NO. The Inland Code does not apply to land within the Inner West Local Government Area.

Housing Alterations Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

General Development Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Industrial and Business Alterations Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Industrial and Business Buildings Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Container Recycling Facilities Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Subdivisions Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Demolition Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Fire Safety Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

5. Exempt Development - *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

Can exempt development be carried out on the land?

YES. Exempt Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Note: Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.* It is necessary to review the Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

6. Affected building notices and building product rectification orders

Is the council aware of an affected building notice (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) in force in relation to the land?

NO

Is the council aware of a building product rectification order (as defined under the *Building Products (Safety) Act 2017*) in force in relation to the land that has not been fully complied with?

NO

Is the council aware of any outstanding notice of intention (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) to make a building product rectification order that has been given in relation to the land?

NO

7. Land reserved for acquisition

Is Council aware of an environmental planning instrument or proposed environmental planning instrument that makes provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Act?

NO

8. Road widening and road realignment

Is the land affected by any road widening or road realignment?

NO

9. Flood related development controls

Is the land or part of the land located within a flood planning area and subject to flood related development controls?

NO

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

NO

In this section—

- **flood planning area** has the same meaning as in the Flood Risk Management Manual.
- **Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.
- **probable maximum flood** has the same meaning as in the Flood Risk Management Manual.

10. Council and other public authority policies on hazard risk restrictions

Is the land affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding?

a) Land slip	**NO**
b) Bushfire	**NO**
c) Tidal inundation	**NO**
d) Subsidence	**NO**
e) Acid sulfate soils	**NO**

f) Contamination	**NO**
g) Aircraft noise	**NO**
h) Salinity	**NO**
i) Coastal hazards	**NO**
j) Sea level rise	**NO**

11. Bush fire prone land

Is any part of the land bushfire prone land as designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*?

NO

12. Loose-fill asbestos insulation

Does the land include residential premises that are listed in the loose-fill asbestos insulation register maintained by the NSW Fair Trading as containing loose-fill asbestos ceiling insulation?

NO

13. Mine subsidence

Is the land declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

NO

14. Paper subdivision information

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land?

NO

15. Property vegetation plans

Has council been notified that a property vegetation plan is approved (and in force) in relation to the land under Part 4 of the *Native Vegetation Act 2003*?

NO

16. Biodiversity stewardship sites

Has council been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

NO

17. Biodiversity certified land

Is the land biodiversity certified under Part 8 of the *Biodiversity Conservation Act 2016*?

NO

18. Orders under *Tree (Disputes Between Neighbours) Act 2006*

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

NO

19. Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

Has a current (or previous owner) provided written consent to the land being subject to annual charges for coastal protection services under the section 496B *Local Government Act 1993* that relates to existing coastal protection works?

NO

20. Western Sydney Aerotropolis

Does Chapter 4 of the *State Environmental Planning Policy (Precincts – Western Parkland City) 2021* (Aerotropolis Chapter) apply to the land?

NO

21. Development consent conditions for seniors housing

Does Chapter 3 of Part 5 of the *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

Do any conditions of a development consent granted after 11 October 2007 that are of the kind set out in Section 88(2) of *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

22. Site compatibility certificates and development consent conditions for affordable rental housing

1. Is the council aware of a current (or former) site compatibility certificate in relation to proposed development on the land under the *State Environmental Planning Policy (Housing) 2021*?

   NO

2. Do any conditions of development consent that are of the kind referred to in sections 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* apply to the land?

   NO

3. Do any conditions of development consent that are of the kind referred to in clauses 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* apply to the land?

   NO

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

- **NO.** Properties in the Inner West are not provided water or sewerage services under the *Water Industry Competition Act 2006*.

24. Special Entertainment Precincts

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

NO

25. Interim development in future infrastructure corridors

Does section 4.7A of the *State Environmental Planning Policy (Transport and Infrastructure) 2021* apply to the land?

NO

MATTERS PRESCRIBED BY ACTS OTHER THAN THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979 TO BE INCLUDED IN S10.7(2) PLANNING CERTIFICATE

Section 59(2) of the *Contaminated Land Management Act 1997* (CLM Act)

Is the land:

(a) Significantly contaminated land within the meaning of the CLM Act?

NO

(b) Subject to a management order within the meaning of the CLM Act?

NO

(c) Subject of an approved voluntary management proposal within the meaning of the CLM Act?

NO

(d) Subject to an ongoing maintenance order within the meaning of the CLM Act?

NO

(e) Subject of a site audit statement within the meaning of the CLM Act?

NO

Information regarding outstanding notices and orders

For information regarding outstanding notices and orders a Certificate for outstanding notices or intention and/or an Order under section 735A of the *Local Government Act 1993* may be applied for at any of the Inner West Council's Service Centres in Ashfield, Leichhardt, or Petersham.

General Message on matters not able to be included in this Certificate

The s10.7 Certificate provides information relating to the land itself. Persons should make their own enquiries into external matters which may affect the enjoyment of the land such as development consents on adjacent land, Park Plans of Management etc.

General Information

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

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

When advice in accordance with section 10.7(5) is requested, the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and section 2 of schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

Any enquiries regarding State Environmental Planning Policies should be directed to NSW Department of Planning and Environment.

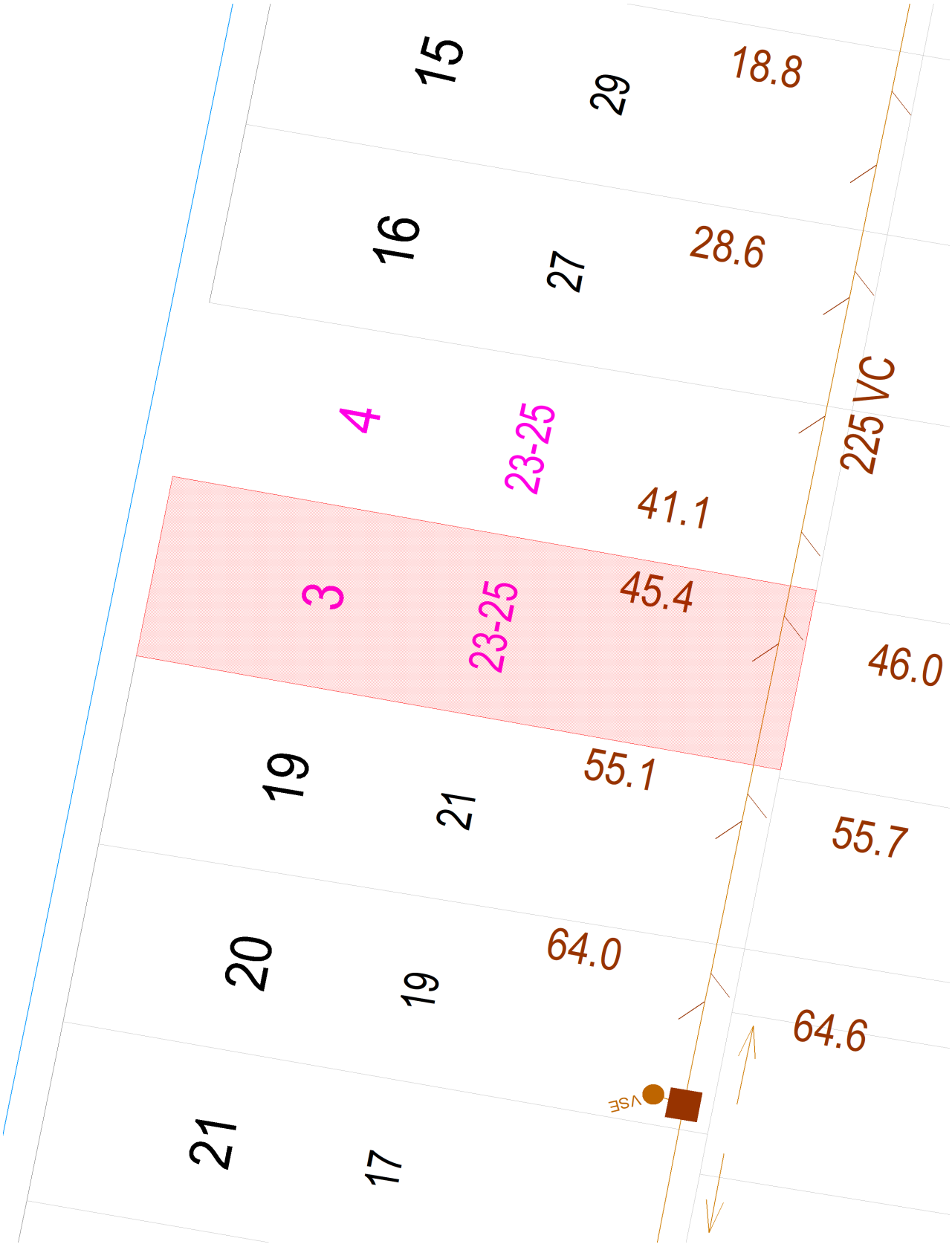
Please contact Council's Strategic Planning section for further information about this Planning Certificate.



DANIEL EAST
SENIOR MANAGER STRATEGIC PLANNING

Service Location Print

Application Number: 8005516149



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Disclaimer

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

Asset Information

Legend

Sewer

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

Pressure Sewer

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

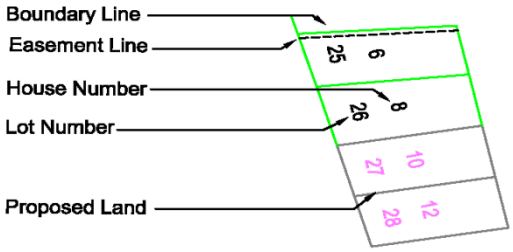
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



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

Water

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

Private Mains

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

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

Pipe Types

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

Further Information

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

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

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

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

Sewer Service Diagram

Application Number: 8005516157

H.S.73.

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of *Leichhardt* **No.** *117677*

Neose Prop Ltd.

SYMBOLS AND ABBREVIATIONS

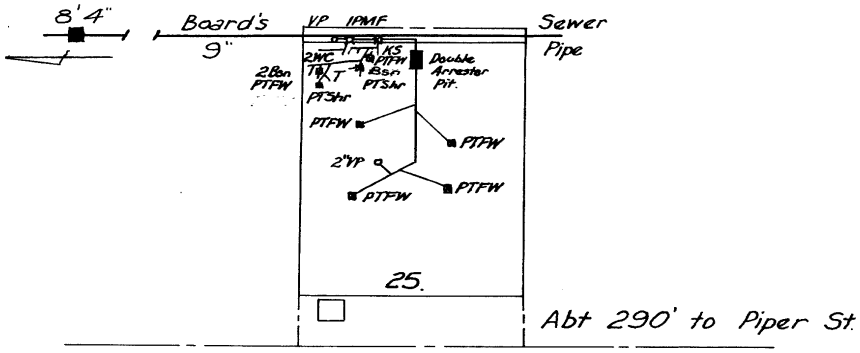
	Boundary Trap	R.V.	Reflux Valve	I.P.	Induct Pipe	Bsn.	Basin
	Pit		Cleaning Eye	M.F.	Mica Flap	Shr.	Shower
G.I.	Grease Interceptor	VERT.	Vertical Pipe	T.	Tubs	W.I.P.	Wrought Iron Pipe
	Gully	V.P.	Vent. Pipe	K.S.	Kitchen Sink	C.I.P.	Cast Iron Pipe
P.T.	P. Trap	S.V.P.	Soil Vent. Pipe	W.C.	Water Closet	F.W.	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.

50/52212 BOS Satisfactory



PERCIVAL *ST.*

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

SHEET No. *2316*

OFFICE USE ONLY

FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING	
Supervised by ..... Inspector	DATE / /	BRANCH OFFICE	Supervised by ..... Inspector	DATE / /
Examined by ..... Chief Inspector	/ /	Date / /		
Tracing Checked	/ /	Outfall ..... HL LL		
		Drainer		
		Plumber		
		Boundary Trap is/~~is not~~ required.		

55'1143
436 104
1091 245

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

Enquiry ID	4620839
Agent ID	81429403
Issue Date	03 Sep 2026
Correspondence ID	1840681207
Your reference	Cordato Partners

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D1260392/3	23-25 PERCIVAL ST LILYFIELD 2040	$2 560 000	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2026 tax year.

This Certificate also relates to the following Land ID(s) contained in a single valuation with the above land: D1260392/4

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,



Phil Minns

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?
A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?
A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?
Under section 47 of the *Land Tax Management Act 1956,* land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?
A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?
A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds
The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online servce at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

Certificate in respect of insurance for residential building work

Policy No: HBCF25013851 **Policy Date:** 13/03/2025

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^	Three Level 4 bedroom house, concrete base, masonry and timber walls, metal roof
At	
	23 Percival Street
	Lilyfield New South Wales 2040
Site plan number^	NA
Site plan type^	NA
Homeowner	Percival Street Investments Pty Ltd
Carried out by	Aussie Building Inspections NSW Pty Ltd
Licence number	265175C
Builder job number^	Lily1
Contract amount^	$900,000.00
Contract date^	17/03/2024
Premium paid	$9,090.36
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.	$10,899.35

^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 noncompletion of building work, and never more than $340,000 per dwelling for all loss, damage, costs and liabilities covered.

Certificate No: HBCF25013851 **Issued on:** 13/03/2025

Nathan Agius, General Manager, General Lines Underwriting
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.

Scan this QR code to check the validity of your HBCF policy on the Home Building Compensation (HBC) Check database.

© icare™ | Insurance and Care NSW 2024

22 October 2026

Mr Matthew J Dennis
8 Bedford Pl
SYLVANIA NSW 2224

OCCUPATION CERTIFICATE
Issued under the Environmental Planning & Assessment Act 1979
Sections 6.9, 6.10, 6.11

OCCUPATION CERTIFICATE: OC/2026/0067

APPLICANT DETAILS	
Name:	Mr Matthew J Dennis
Address:	8 Bedford Pl SYLVANIA NSW 2224

OWNER DETAILS	
Name:	Percival Street Investments Pty Ltd

SUBJECT LAND	
Address:	23 Percival Street LILYFIELD NSW 2040
Property Description:	Lot 2 DP 1260392

COMPLYING DEVELOPMENT CERTIFICATE	
Complying Development Certificate No:	CDC/2023/0058
Determination Date:	3 May 2024

DESCRIPTION OF DEVELOPMENT				
Type:	**Part**	☐	**Whole**	☒
Description:	Two new dwellings numbered 23 and 25. Being two storey, four bedroom houses with basements, garage parking on Torrens titles.			

CLASSIFICATION OF BUILDING in accordance with the Building Code of Australia	
Classification:	1a & 10b

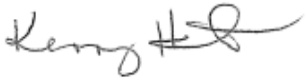
BASIX COMMITMENTS		
BASIX Completion Receipt obtained	**Yes** ☒	**N/A** ☐

DECISION	
Decision:	Approved
Date of Determination:	22 October 2026

RECORD OF CRITICAL STAGE INSPECTIONS			
Inspection(s)	**Council Accredited Certifier**	**Inspection Result**	**Date**
Footings & Reinforced Slab	Terry Oh Terry Oh Terry Oh Tom Williams Terry Oh Terry Oh	Satisfactory	29 May 2024 31 July 2024 20 August 2024 27 September 2024 08 October 2024 26 March 2025
Framing construction	Terry Oh	Satisfactory	25 February 2025
Waterproofing of wet areas	Terry Oh	Satisfactory	01 October 2025
Stormwater connection	Kerry Hunt	Satisfactory	14 October 2026
Final inspection	Kerry Hunt, Terry Oh, Jennifer Kim	Satisfactory	14 October 2026

DOCUMENTARY EVIDENCE RELIED UPON TO ISSUE OCCUPATION CERTIFICATE		
Document	**Prepared By**	**Date**
Structural Certification	Portes Project & Service Pty Ltd	8 October 2026
Waterproofing Certification	Go Building	7 October 2026
Glazing Certification	Rylock Pl Atf Rylock Unit Trust	9 October 2026

Termite Certification	Go Pest	10 June 2025
Plumbing Certification	All Terrain Plumbing	14 October 2026
Stormwater Drainage Certification	All Terrain Plumbing	14 October 2026
BASIX Commitments installed as per Certificate	Efficient Living Pty Ltd	20 September 2023
Survey Report	S.J Dixon Surveyors Pty Ltd	11 November 2025

CERTIFICATION	
As the Principal Certifier for this development, I am satisfied that: • A Complying Development Certificate is in force for the building. • The building or part of the building is suitable for occupation or use in accordance with its classification under the Building Code of Australia. • The design and construction of the new building; or any part of the new building that is completed; or an altered portion or extension to an existing building are not inconsistent with the development consent in force with respect to the building.	
Signature: **Council Accredited Certifier:** **BPB Accreditation number:** **Date:**	 Kerry Hunt BDC 1430 22 October 2026

Right of Appeal
Under Section 8.16 where the certifying authority is a Council an applicant may appeal to the Land and Environment Court against the refusal to issue an Occupation Certificate within 6 months from the date of the decision.

Certificate in respect of insurance for residential building work

Policy No: HBCF24065639 **Policy Date:** 19/11/2024

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^	Three Level 4 bedroom house, concrete base, masonry and timber walls, metal roof
At	
	25 Percival Street
	Lilyfield New South Wales 2040
Site plan number^	NA
Site plan type^	NA
Homeowner	Percival Street Investments Pty Ltd
Carried out by	Aussie Building Inspections NSW Pty Ltd
Licence number	265175C
Builder job number^	Lily1
Contract amount^	$900,000.00
Contract date^	17/03/2024
Premium paid	$9,249.84
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.	$11,090.55

^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: HBCF24065639 **Issued on:** 19/11/2024

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.

icare™ | Insurance and Care NSW 2020

S.J. DIXON SURVEYORS PTY LTD
A.B.N. 21 160 591 275
SUITE 16, 17 SURF ROAD, CRONULLA NSW 2230
PHONE: (02) 9523 3586 (02) 9544 0666
EMAIL: sjd@dixonsurvey.com.au

S.J. DIXON B.Surv. (UNSW), M.I.S., AUST.
REGISTERED SURVEYOR 946

SURVEYOR'S REPORT

GOBUILDING
8 Bedford Place
Sylvania NSW 2224

Our ref: 55077
Your ref: *Matt Dennis*

We have surveyed the land edged red on the sketch adjoining for identification purposes only, being that comprised in the Certificate of Title registered Folio Identifier Auto Consol 5851-37 being Lots 3 and 4 in Deposited Plan Number 1260393 having a total frontage of 18.29 metres Percival Street at Lilyfield in the Local Government Area of Inner West.

The survey reveals that the two storey cement rendered brick duplex, known as Numbers 23-25 Percival Street, on concrete foundations and with a metal roof erected thereon, stands wholly within the boundaries thereof and does not encroach upon any adjoining property or street. The same applies to the brick shed and swimming pool erected thereon.

The said duplex stands in relation to the boundaries of the land as shown on the adjoining sketch. The duplex complies with the Local Government Site Requirements as regards the distances from the walls to the boundaries and the clearance of the overhang.

The land is limited in stratum in the manner described in DP1260392.

Levels have been taken on Australian Height Datum as shown on the adjoining sketch.

Part of the gutter attached to the northern wall of the cottage erected upon the adjoining land (No.21) projects by up to 125mm over the subject land.

Apart from fencing irregularities, there are no further apparent encroachments by or upon the subject property.

Full details in relation thereto are shown on the adjoining sketch together with sufficient information for identification purposes.

This survey has been made for identification purposes only. If it is intended to erect any improvements along or near the boundaries of the subject land, those boundaries should be marked.

11 November, 2025

S.J.DIXON SURVEYORS PTY.LTD

Per: .....

Surveyor registered under the Surveying and Spatial Information Act, 2024

S.J. DIXON SURVEYORS PTY LTD
A.B.N. 21 160 591 275
SUITE 16, 17 SURF ROAD, CRONULLA NSW 2230
PHONE: (02) 9523 3586 (02) 9544 0666
EMAIL: sjd@dixonsurvey.com.au

S.J. DIXON B.Surv. (UNSW), M.I.S., AUST.
REGISTERED SURVEYORS 946

SURVEYOR'S REPORT

GOBUILDING
8 Bedford Place
SYLVANIA NSW 2224

Our ref: 54148
Your ref: Matt Dennis

We have surveyed the land edged red on the sketch adjoining for identification purposes only, being that comprised in the Certificate of Title registered Folio Identifier Auto Consol 5851-37 being Lots 3 and 4 in Deposited Plan Number 1260392 having a total frontage of 18.29 metres to Percival Street at Lilyfield in the Local Government Area of Inner West.

The survey reveals that the brick commercial building, known as Numbers 23-25 Percival Street, on concrete foundations and with a fibro roof erected thereon, stands on and within the boundaries thereof and does not encroach upon any adjoining property or street, except that part of the northern wall of the building stands up to 40mm upon the adjoining land (No. 27).

The said building stands in relation to the boundaries of the land as shown on the adjoining sketch.

The subject land is limited in stratum in the manner described in DP1260392.

Part of the eaves and gutter attached to the northern wall of the brick cottage erected upon the adjoining land (No. 21) project by up to 125mm over the subject land.

Apart from fencing irregularities, there are no further apparent encroachments by or upon the subject property.

Full details in relation thereto are shown on the adjoining sketch together with sufficient information for identification purposes.

This survey has been made for identification purposes only. If it is intended to erect any improvements along or near the boundaries of the subject land, those boundaries should be marked.

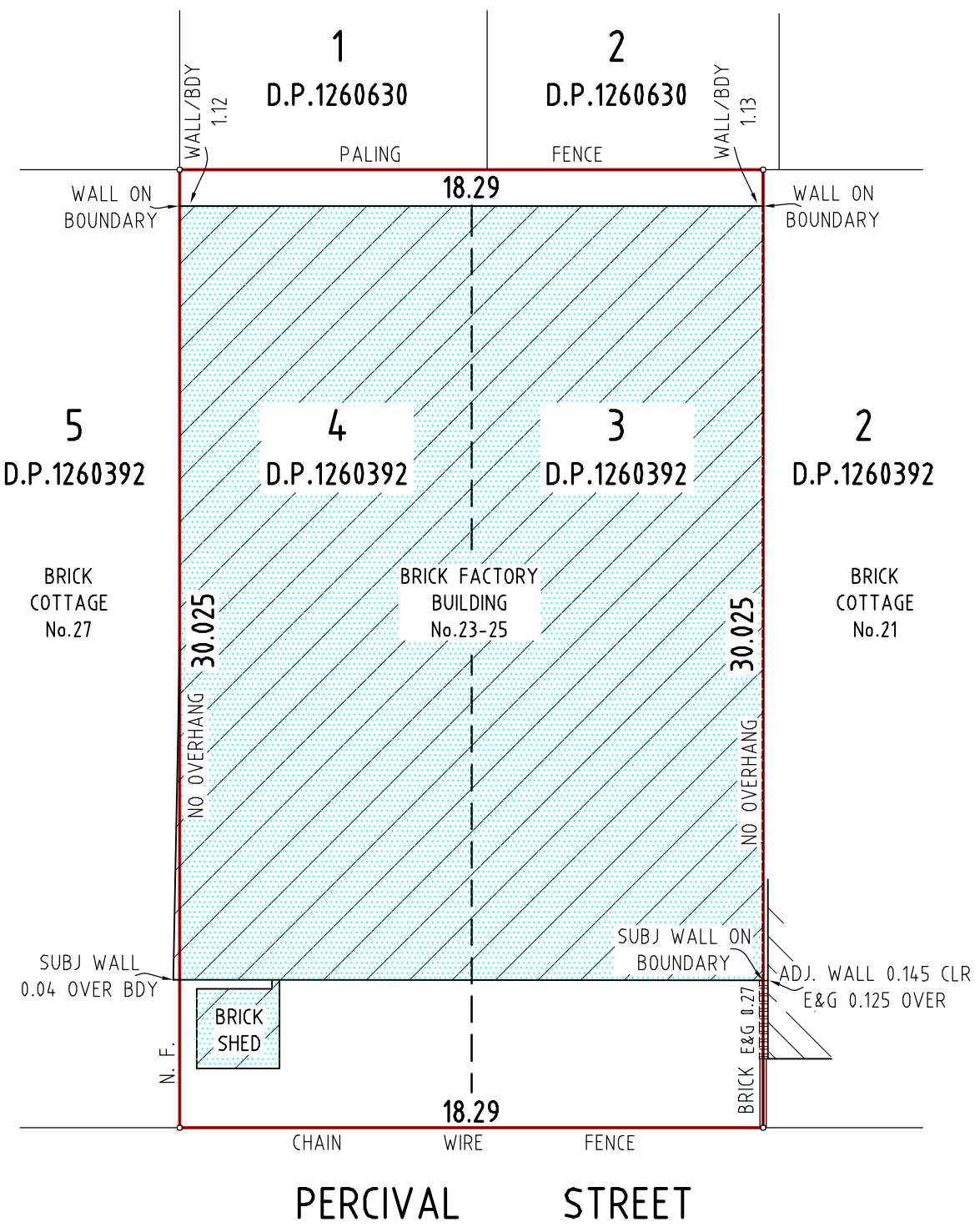
3 April, 2023

S.J.DIXON SURVEYORS PTY.LTD

Per: .....
Surveyor registered under the Surveying and Spatial Information Act, 2002

SKETCH

RATIO: 1.200



(Registered Surveyor)

WE, S.J.DIXON SURVEYORS PTY LTD, HEREBY CERTIFY THAT THE SURVEY REPRESENTED IN THIS PLAN WAS MADE BY US IN ACCORDANCE WITH THE SURVEYING AND SPATIAL INFORMATION ACT, 2002.

Portes

Project & Service ***Pty Ltd***

Civil & Structural Consulting Engineers

Enquiries to: MP Our Reference: 23-242

Date: 08-10-2026

C/o: Matt
E. matt@go-group.com.au

Re: FINAL STRUCTURAL CERTIFICATE (OC Stage)
HOUSE DEVELOPMENT
AT 23-25 PERCIVAL ST, LILYFIELD NSW

Portes Project and Services Pty Ltd Engineer being professional Civil & Structural Engineers within the meaning of the National Construction Code Building Code of Australia, I hereby certify the structural adequacy for the building was designed and inspected by us and the works complies with our design document and BCA/NCC 2022 volume 2 part H1 Structure and normal engineering practice and meets the requirements of the Building Code of Australia 2022, relevant Australian Standards. In particular, the design is in accordance with the following:

- AS2870:2011 Residential Slabs and Footings
- AS1170:2011 Loading Codes Series
- AS3600:2018 Concrete Structures
- AS3700:2018 Masonry Structures
- AS1684:2010 & AS1720:2010 Timber Structures Codes
- AS4100:2020 Steel Structures Code

This office inspected the structural works and at the time of our inspections the structural works had been carried out to the best of knowledge and belief, in accordance our design intent which are detailed on the PP&S drawings:

S1.0, S1.1, S1.2, S2.0, S2.1, and S3.0 Issue 1 for CDC

This is a structural certificate for the structural design works complete by PPS and this certificate does not relieve the Builder of their responsibility as supervisors.

We are not certifying the accuracy of method and means of construction or Compliance by the Builder with laws, regulations, codes or applicable standards outside the structural discipline designed by us.

Full Name of Designer: Marcio R. Portes
Qualifications: Master Eng. Env. Eng. B. Eng Civil / Structural., MIEAust, NPER, CPEng. Civil/Structural (1149560), MAISC, Dip. Civil Eng., Dip.Eng. Mech., RPEQ, JP.
Fair Trading DEP0001014 Professional Engineer
Business Telephone: M: 0412 258 348 Tel: 02 9703 3650
Name of Employer: Portes Project & Services Pty Ltd

Yours faithfully,

Signature:

THIS CERTIFICATE HAS BEEN ISSUED WITHOUT ALTERATION OR ERASURE

Portes
Project
& Services
Pty Ltd

ACN
102 082 575
ABN
35 102 082 575

Suite G04
440 Burwood Road
Belmore NSW 2192

Mobile:
0412 258 348

Tel : 9703 3650

E : info@portes.com.au
www.portes.com.au

Certificate of Installation in accordance with AS 3660.1-2000

Terms and Conditions

DISCLAIMER OF LIABILITY TO THIRD PARTIES: - Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this Certificate of Installation. Any third party acting or relying on this Certificate of Installation, in whole or in part, does so entirely at their own risk. This disclaimer does not apply to persons responsible for Building Approvals.

1. Prior to the site being prepared the builder should have ensured that all termite activity found was eradicated in accordance with AS 3660.1-2000. Prior to work commencing, the builder should have arranged for a qualified licensed person to inspect the site to investigate and eradicate all economically important termite nests found. The failure to have this inspection carried out may mean that termite nests may not have been found and eradicated and may still be active under the construction. See clauses 3 and 10 below.

2. The effectiveness of this installation is dependent upon the provision of a complete (full) termite management system being installed in accordance with AS 3660.1-2000 using approved termiticides, systems and/or products. If the system(s) are disturbed, breached or bridged then concealed entry by subterranean termites is possible.

3. No liability is accepted for any failure of a termite management system and this firm warrants only too provide such remedial action as may be necessary during the first 12 months from the date of this Certificate. No such warranty is provided if there are limitations listed on this Certificate or if the system is an incomplete barrier or treated zone or if the builder has not arranged for the termite eradication in clause 1 above.

4. The barrier(s) and/or treated zone(s) installed, as detailed on this Certificate and in the diagram, provide a barrier against subterranean termites only. The barrier or treated zone is not a barrier against any other pest(s) and in particular does not provide any barrier against “drywood (KALOTERMITIDAE) or dampwood termites.

5. No responsibility is accepted, or warranty implied, for any termite damage that may occur as the result of termite activity, either past, current or in the future.

6. The termite management system(s) can be rendered ineffective due to building alterations, renovations, additions (pergolas, awnings, verandas etc), introducing infested materials, timber offcuts, wood chips and formwork left on site, materials stored against the building. External barriers and/or treated zones can be destroyed by the installation of lawns, gardens, pathways, landscaping etc adjacent to the building. When making such changes you should first contact this firm. Where such changes are made a further termite barrier installation and/or treated zone is essential.

7. When installing paths, lawn, gardens etc it is very important not to cover air vents or weep holes. If the slab edge is exposed by 75 mm to form part of the termite management system then it is equally important not to cover the slab edge unless another form of barrier and/or treated zone is installed. Again contact this firm before carrying out any such covering. Where such changes are made a further termite barrier and/or treated zone installation is essential.

8. Do not use untreated timbers for garden edges or retaining walls. Untreated timber attracts termites.

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9. Good ventilation and drainage are important, as poor ventilation and drainage greatly increases the risk of termite attack.

10. This firm takes NO RESPONSIBILITY for the concealed entry by termites resulting from poor building design or poor building practices.

11. It is the building owner's responsibility to ensure that the inspections, recommended in AS 3660.2-2000, are performed. Please contact this firm.

VERY IMPORTANT

If you become aware of the presence of termites within the grounds or on or within the building you should contact this firm or another termite management firm immediately. You should also notify this firm if you become aware that the installed barrier and/or treated zone has been breached or bridged in any way.

The Australian Standard recommends that inspections be carried out by a suitably qualified person, at intervals no greater than 12 months and where timber pest "pressure" is greater, this interval should be shortened. Inspections WILL NOT stop infestation of timber pests; however, the damage which may be caused will be reduced when the infestation is found at an early stage. Termites can build around termite management systems; but can be detected during the recommended inspections.

Modern termiticides have a limited life expectancy. The liquid termiticide barrier and/or treated zones will need to be re-installed. The timing can only be determined by regular, competent inspections as recommended by AS 3660.2-2000 and carried out by a qualified experienced termite inspector competent in Unit 8 "Inspect and Report on Timber Pests" & Unit 10 "Control Timber Pests" of the National Pest Management Competency Standards or equivalent.

IMPORTANT INFORMATION: Termite management systems installed during construction of the building are designed to discourage termites from gaining concealed entry to the property. Termite management systems may be bridged by termites, however the evidence of the termite entry will normally be evident to the inspector. A treatment in accordance with AS 3660.2-2000 to eradicate such an infestation will be required.

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Certificate of Installation in accordance with AS 3660.1-2000 - New Construction

Name of owner/builder: Percival Street Investments Pty Ltd **Nº: I4565**

Property Address: **23-25 Percival Street Lilyfield NSW**

State: **NSW**

The Termite Management System(s) Installed:

Note: The term treated zone used in this document refers to liquid termiticides when used to form part of a termite management system(s) referred to in AS3660.1-2000 as “Termite Barrier Systems”.

AS 3660.1Termite work: Physical Barrier Installation and Termite Resistant Collars to Slab Penetrations

A Liquid Termiticide Barrier was installed to the following area(s) NIl using the liquid termiticide(s) Nil which contain the active constituent(s) Nil. The concentration of the liquid termiticide/s spray mixture used was 2% and the total volume used was 200 Lt.

A Physical Barrier System was installed in the following area(s) Nil using Nil. The method(s) of installation was.

The above system(s) **are not** integrated with each other.

The system(s) **are not** integrated with the concrete poured by the builder to form the termite barrier.

The resulting Combined termite management system(s) is an incomplete barrier or zone, if the barrier or zone is not complete further work may be required as partial barriers and/or treated zones are not effective and may allow undetected Termite entry. You should consult with the builder. See the limitations below.

The Termite Management System were installed on the 28th day of June 2015 and a durable notice was placed in Meter box.

A qualified Timber Pest Inspector should inspect the building and its surrounds at least every twelve (12) months.

It is strongly recommended by the Australian Standard AS 3660.2 that more frequent inspections (3 to 6 monthly) should be carried out.

We recommend an inspection prior to the installation of gardens, paths, lawns and other landscaping and again on completion of this work to ensure that this work does not breach any termite management system installed or allow concealed termite entry to the property.

We recommend an inspection of the building and the surrounds every 12 Months.

Termiticide Liquid Barriers and/or treated zones degrade (break down) over time and should be replenished in the future. After one of the required regular inspections of the property, the inspector may advise you of the need to re-install the Treated Zone or Liquid Termiticide Barrier.

If the above barrier(s) and/or treated zone(s) is/are integrated with the concrete then the concrete forms an integral part of the termite management system to this structure. In this case, the Builder should be asked for a Certificate from the concrete firm that the concrete has been poured in accordance with AS 3600 or AS2870-1996 and amendments.

Terms and Conditions on Page 1 and important information on page 2 form an important part of this Certificate.

Limitations that apply to the above installation are: **Sub-floor area surronding garage walls and piers only**

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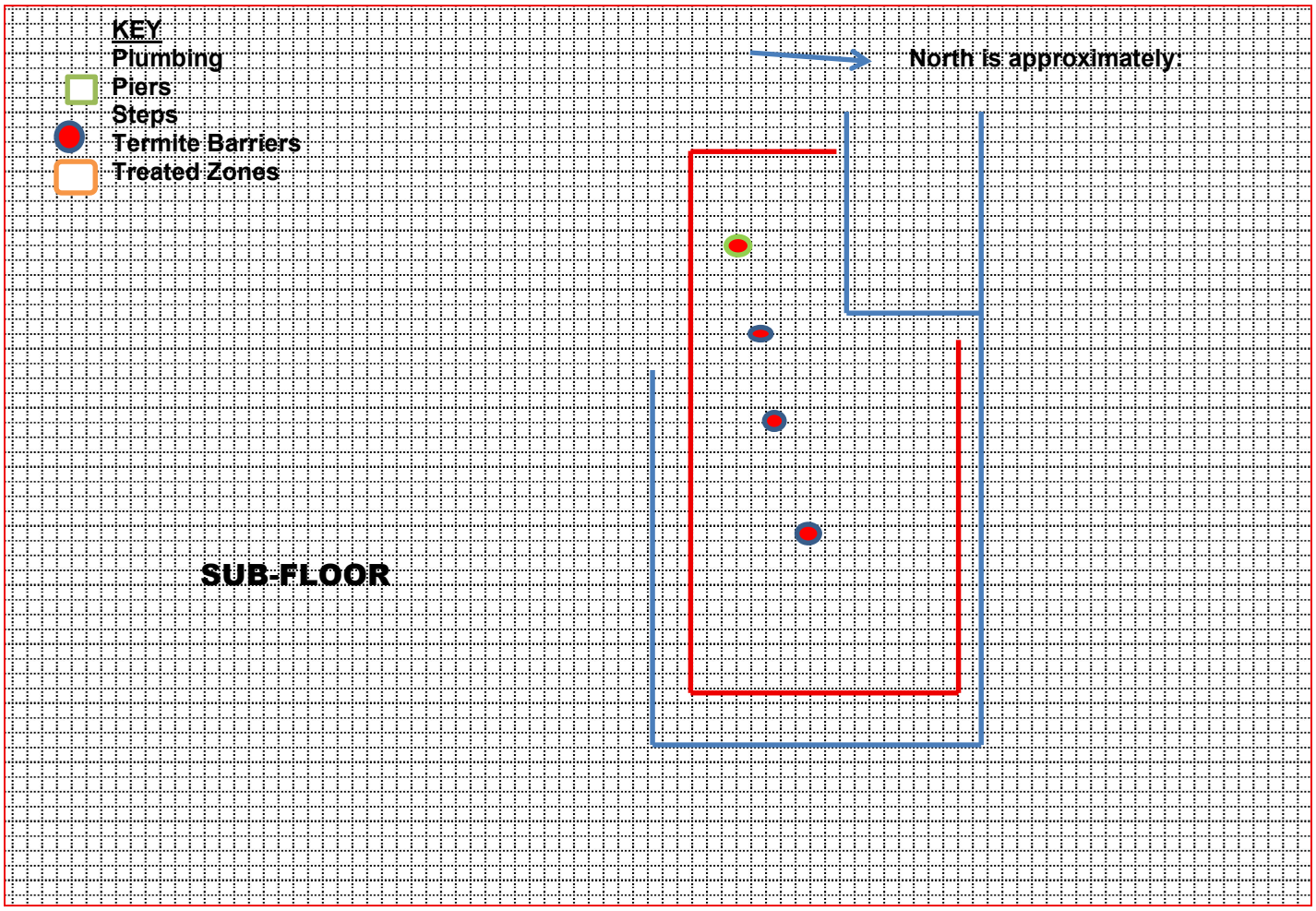
Diagram (not to scale) showing the location of the installed Termite Management System(s).
The direction of North is indicated by the ↑ symbol.



It is very important that the Termite Barrier and/or Treated Zone is not bridged or breached. This can happen when installing garden beds, lawn or other landscaping or building works. You should contact this firm prior to carrying out any such work. DO NOT disturb the treated areas in any way.

Frequent inspections are very important. Termite Management Systems do not kill off or stop termites. The barriers and treated zones are installed to prevent concealed access only. The barriers and/or treated zones are designed to force the termites into the open. Thus the mud tubes that they use to gain access may be seen during inspections. For this reason such inspections should be carried out at least annually. A Termite treatment in accordance with AS 3660.2-2000 can then be carried out to eradicate the termites.

If you become aware of any activity **do not disturb the termites** in any way. You should notify this firm as soon as possible. Please contact us if ever you have any concerns about Termites or the effectiveness of the Termite Management System(s) installed.

Installation Firm: Gopest

Name of Installer: M. Dennis

Date: 10/6/2025

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COMPLIANCE CERTIFICATE

Company Name: RYLOCK PL ATF RYLOCK UNIT TRUST
ABN: 30 634 917 768
Address: Unit 11/76 Reserve Road, Artarmon NSW 2064
Phone Number: 02 9425 0100

As a participating member of the AGWA Accreditation Program, Rylock Pty Ltd provide a 6 year guarantee against faulty workmanship and materials (refer to our Manufacturers Warranty), is committed to the AGWA Industry Code of Conduct and has met the requirements of the annual AGWA Compliance Audit.

As the Manufacturer and Supplier of the windows and doors ordered on: **06-Nov-2024**

and delivered to site at: **23-25 PERCIVAL STREET, LILYFIELD. NSW**

Rylock Pty Ltd certify they have been manufactured to comply with the Australian Window Standard AS 2047:2014 and the Australian Glass Standard AS 1288:2021, including its human impact requirements.

As specified on the Plans and/or by the Purchaser, the windows and doors have been supplied to meet the following performance criteria.

For Wind and Water Penetration Resistance:

N1 Housing

For Energy Performance (results disclosed as Uw and SHGCw per AFRC/NFRC protocols):

NHERS: HR-SI3VPM-01

Name: JODIE BAIN **Signed (on behalf of Rylock Pty Ltd) by:** _____ **Date:** 09-Oct-2026

In addition, the builder/installer certifies that the windows and doors supplied have been installed correctly and in accordance with the requirements of the National Construction Code and the human impact glass located in the correct openings.

Builder/Installer: _____ **Date:** _____

CERTIFICATE OF INSTALLATION

Water proofing barrier installation. 7th October 2026

CERTIFICATE NUMBER 0048556

Client:	Percival Street Investments Pty Ltd
Site address:	23-255 Percival Street Lilyfield NSW 2040
Deposited Plan:	
Description:	Water proofing carried out to - Master ensuite. Common bathroom Level 1. Ensuite 2 Bedroom 4 Laundry Balcony 1,2,3

Development Concent

CDC/2023/0058

This is to confirm that the above mention water proofing membrane has been manufactured and installed in accordance with the follow standards.

- Australian standard S 4654 Parts 1 & 2 – 2012
- Building standard: BCA Australia Part 3.8.1.

Building company	Gobuilding
Signed	M Dennis
Dated	7/10/2026

GO-GROUP Po box 534 Sylvania NSW 2224 Phone: 0295230111 0417747747
Builders license 265175c