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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Alliance Real Estate** **167 Tower St, Panania, NSW 2213**	**Phone: 02 9771 6115** **Fax: 02 9771 4700**
co-agent		
vendor	**SDT Constructions Pty Ltd**	
vendor's solicitor	**Kheir Lawyers** **45 Stanley St, Bankstown NSW 2200** **DX 11244 Bankstown**	**Phone: 02 9790 2522** **Email: gamel.kheir@kheirlawyers.com.au** **Fax: 02 9790 7150** **Ref: GK:23-012821**
date for completion	**42nd day after the contract date**	(clause 15)
land (address, plan details and title reference)	**19 Neutral Ave, Birrong, New South Wales 2143** **Registered Plan: Lot Y Plan DP 401043** **Folio Identifier Y/401043**	
	☐ VACANT POSSESSION ☑ subject to existing tenancies	
improvements	☐ HOUSE ☐garage ☐carport ☐ home unit ☐carspace ☐storage space ☐ none ☑other: commercial/retail	
attached copies	☐documents in the List of Documents as marked or as numbered: ☐other documents:	

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

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

exclusions		
purchaser		
purchaser's solicitor		
price	$	
deposit	$	(10% of the price, unless otherwise stated)
balance	$	
contract date		(if not stated, the date this contract was made)

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

GST AMOUNT (optional) The price includes GST of: $

buyer's agent

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

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SIGNING PAGE

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

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

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Choices

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

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

Manual transaction (clause 30) ☑NO ☐yes

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

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

Land tax is adjustable ☐NO ☑yes

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

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

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

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

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

If the further 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) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 1989
- ☐ 58 disclosure statement - off the plan contract
- ☐ 59 other document relevant to off the plan contract

Other

- ☐ 60

HOLDER OF STRATA OR COMMUNITY TITLE 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 to purchase the property, other than an option that is void under the Act, section 66ZG.

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

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

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

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

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

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

6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.

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

8. The purchaser should arrange insurance as appropriate.

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

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

11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

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

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

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

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

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

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to $2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and
- 3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

4 Electronic transaction

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

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

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

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

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

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

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

12.2 to apply (if necessary in the name of the vendor) for –

12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or

12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

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

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13 Goods and services tax (GST)

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

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

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

• Vendor

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

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

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

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

• Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

20.16 Each *party* consents to –

20.16.1 any *party* signing this contract electronically; and

20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.

20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

23.2.1 'change', in relation to a scheme, means –

- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;

23.2.3 'contribution' includes an amount payable under a by-law;

23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;

23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;

23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.

• Adjustments and liability for expenses

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

• Notices, certificates and inspections

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

• Meetings of the owners corporation

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

24 Tenancies

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

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

24.4.1 the vendor must allow or transfer –

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

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

24.4.3 the vendor must give to the purchaser –

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

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

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

25 Qualified title, limited title and old system title

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

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

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

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

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

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

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

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

25.5 An abstract of title –

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

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

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

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

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

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

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

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

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

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

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

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

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

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

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

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

30 Manual transaction

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

• Transfer

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

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

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

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

• Place for completion

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

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

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

• Payments on completion

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

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

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

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

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

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32 Residential off the plan contract

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

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

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

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

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

19 NEUTRAL AVE, BIRRONG 2143

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SPECIAL CONDITIONS

THIS AND THE FOLLOWING PAGES COMPRISE THE SPECIAL CONDITIONS OF THE AGREEMENT FOR SALE OF LAND DATED _____ 20____

BETWEEN: SDT Constructions Pty Ltd *(vendor)*

AND: *(purchaser)*

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1. Whole agreement

The provisions contained in this agreement, expressly or by statutory implication, comprise the whole of the agreement between the parties except where required by law. The parties agree that no promises, representations, warranties, undertakings or conditions are implied in their agreement or arise between them by way of any other agreement and the existence of any other agreement, promise, representation, warranty or undertaking given or made by any party or their agent to the other on or before this agreement is expressly negative.

2. Incapacity

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included herein should either party prior to completion

(a) Die or become mentally ill, then the vendor may rescind this contract by way of notice in writing forwarded to the other party's solicitor/conveyancer (or if no such solicitor/conveyancer is named then by notice forwarded to the other party at his/her address as hereinbefore stated) and thereupon this Contract shall be at an end and the provisions of Printed condition 19 hereof shall apply; or

(b) Be declared bankrupt or enter into any such scheme or make any assignment for the benefit of creditors, or being a company resolve to go into provisional liquidation or liquidation or have a petition for the winding up of the purchaser presented or enter into any scheme of arrangement with its creditors under Part 5.1 of the Corporations Law or should any Liquidator, Receiver or Official Manager be appointed in respect of the purchaser, then the purchaser shall be deemed to be in default pursuant to Printed condition 9 of this Contract and the vendor shall be at liberty to exercise any of its rights under that Condition.

3. **Property condition**

The purchaser acknowledges that it has inspected the property prior to the date hereof and it is hereby agreed and declared that the property is sold in its present state and condition including any defects latent or patent and the purchaser shall make no objection requisition or claim for compensation nor seek to rescind or terminate this Contract nor delay its completion in relation to or on account of the state and condition of the Property.

4. **Encroachments**

The purchaser shall take title to the property subject to and shall not make any objection, requisition or claim for compensation nor seek to rescind or terminate this Contract nor delay its completion in respect of or arising out of any of, the following matters:

(a) Any encroachment by or upon the property;

(b) Any breach of the Local Government Act 1993 or any Regulation made thereunder by any improvements erected on the land;

(c) The presence on the property of any sewer, manhole, vent, mains, connections, wires, pipes, channels or distributors with respect to any service as referred to in clause 10.1.2 of the printed form of conditions contained herewith.

5. **Notice to complete**

It is hereby agreed that if this contract is not completed by the date referred to herein, either party is entitled to serve upon the other a notice to complete the contract within fourteen (14) days from the date of service of the notice and make the time for completion of the essence of the contract and the parties acknowledge that the time for completion of the contract therein specified is reasonable and is of the essence of the contract and the parties are not entitled to make nor will they make any objections thereto.

6. **Interest payable on late completion**

(a) Completion of this agreement will take place on or before the date hereinbefore mentioned.

(b) If by reason of default by the purchaser completion does not take place on or before the due date, the purchaser will, in addition to the obligation to pay the balance of the purchase money, pay interest on the balance of the purchase money at the rate of 8 per cent per annum, computed from the due date to the date of actual completion (inclusive).

(c) If the purchaser fails to complete this contract on or before the completion date otherwise than through the fault of the vendor, then in addition to the payment of interest pursuant to clause 6 (b) hereof, the purchaser shall also pay to the vendor the sum of Three hundred dollars ($300.00) on account of legal costs and other expenses incurred as a consequence of the delay and it is agreed that this is a genuine pre

estimate of those additional expenses to be allowed by the purchaser to the vendor as an adjustment on completion.

7. **Deposit less than 10%, but balance required if purchaser defaults under contract**

Despite any other provision of this agreement, if

(a) the deposit actually paid by the purchaser is less than ten per cent (10%) of the purchase price, and

(b) the vendor becomes entitled to forfeit the deposit actually paid,

The purchaser will immediately upon demand pay to the vendor the difference between ten per cent of the purchase price and the amount actually paid to the intent that a full ten per cent of the purchase price is forfeitable by way of deposit upon default.

8. **Deposit guarantee bond**

(a) 'Bond' means the deposit guarantee bond (a copy of which is annexed to this contract) for $..... to be given to the vendor by .....('the guarantor').

(b) Instead of paying the deposit as required by Printed clause 2.4 of this contract, the purchaser may deliver to the vendor (on or before the date of entry into the contract) the bond.

(c) On completion of the contract, the purchaser must pay the amount of the deposit to the vendor by unendorsed bank cheque.

(d) If the vendor terminates the contract for the default of the purchaser in circumstances where, had the deposit been paid, the vendor could have forfeited it, then the vendor may give written notice to the purchaser requiring immediate payment of the amount of the deposit.

(e) If the purchaser fails to comply with paras (c) or (d), the purchaser will immediately and without notice be in breach of an essential term of this contract, and the vendor may thereupon demand payment from the guarantor of the amount stipulated in the bond.

9. **Warranty by purchaser that Foreign Investment Review Board approval not required**

(a) The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (Cth) do not apply to the purchaser or to this purchase.

(b) The purchaser will indemnify the vendor against any penalties, fines, legal costs, claims, loss or damage suffered as a result of a breach of this warranty.

10. Vendor's agent

The purchaser warrants that it was not introduced to the property or to the vendor by any real estate agent other than the vendor's agent (if any) described in this contract. The purchaser shall indemnify the vendor against any claim for commission by any real estate agent other than the vendor's agent described in this Contract arising out of the sale of the property.

11. Release of deposit

The purchaser hereby agrees that should the vendor (or vendor and a related party purchasing a property together) so require, the Purchaser will release the deposit paid herein to the vendor (and the related party, if applicable), on condition that such monies are used by the vendor as a deposit to purchase another property (in any state of Australia) and the payment of stamp duty and disbursements associated with such purchase. No further authority or consent will be required from the purchaser other than as contained in this Special Condition.

This is an essential term of the contract.

12. Non merger

Any provision of this Contract capable of continuing in force and effect following completion of this Contract shall continue in force and effect notwithstanding such completion.

13. Rescission pursuant to Section 66U of the Conveyancing Act 1919

If the purchaser serves a notice of rescission as provided for in Section 66U of the Conveyancing Act 1919, the deposit holder is authorized and directed to disburse and pay the deposit as follows:

(a) To the vendor – the amount forfeited under s.66V of that Act (0.25 of the purchase price), and

(b) To the Purchaser – the balance of the deposit.

14. Amendments to Standard Contract

The printed form of this contract shall be amended as follows:

(a) Clause 1- bank – delete the words " a building society or a credit union"
(b) Clause 7.2.4 is amended by deleting the words "and the costs of the purchaser".
(c) Clause 8.2.2 is amended by deleting the word CAN to CANNOT.
(d) Clause 11.2 is deleted.
(e) Clause 14.4.2 is deleted.
(f) Clause 14.8 is deleted.
(g) Clause 19.2.3 is amended by deleting the words "a party" and

is replaced with "the vendor".

(h) Clause 23.6.1 is deleted and replaced by the following "the vendor is only liable for if it was determined on or before the contract date and payment also falls on or before the contract date. In every other case, the purchaser is liable for any levy instalments that are due after the contract date, even if the levy was determined on or before the contract date.

(i) Clause 23.9 is deleted.

(j) Clause 23.13 & 23.14 – delete and replace with:

The vendor authorises the purchaser to apply for a certificate under section 184 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the Scheme or any higher scheme

15. Requisitions

(a) The purchaser acknowledges that the only form of general requisition on title that the purchaser shall be entitled to raise pursuant to clause 5 of the printed form of conditions contained herein shall be in the form of the requisitions on title annexed hereto.

(c) Nothing herein contained shall prohibit the purchaser from raising a specific requisition arising out of any of the matters dealt with by any of the special conditions (as opposed to the printed form of conditions) under this contract.

(d) Requisitions are not deemed served o the vendor until and unless the replies to requisitions are expressly requested in writing by the purchaser or their legal representative. In this regard the vendor relies on clause 5 of the contract of sale.

16. Swimming Pool

Not Applicable

17. Consumer Credit (NSW) Act 1995

(a) The purchaser warrants to the vendor that the Purchaser has at the date hereof obtained approval for credit to finance the purchase of the property on terms which are reasonable to the Purchaser or that credit is not required to pay for the subject property.

(b) The purchaser acknowledges that as a consequence of the warranty herein given by the purchaser this contract cannot be subject to termination pursuant to Section 124(1) of the Consumer Credit (NSW) Act 1995, as amended.

(c) Discharge of Mortgage/Withdrawal of Caveat

At or before completion, the vendor will hand to the purchaser a proper form of discharge of mortgage or withdrawal of caveat (if applicable) in registrable form. The purchaser will not be entitled to make requisitions or objections requiring the

registration of such discharge of mortgage or withdrawal of caveat prior to completion.

19. Guarantee and Indemnity – Purchaser a Corporation

In consideration of the vendor entering into this contract with a purchaser purporting to be a corporation, at the request of the person/s in whose presence the common seal of the purchaser purports to have been affixed or the person/s who sign this contract on behalf of the purchaser ("guarantor") the guarantor (if more than one jointly and severally) hereby:

(a) warrants that the purchaser is incorporated;

(b) guarantees to the vendor the observance by the purchaser of the terms of this contract;

2. indemnifies and agrees at all times hereafter to keep indemnified the vendor from and against all damages and losses which the vendor may suffer arising directly or indirectly out of any breach by the purchaser of any of the provisions of this contract;

3. agrees that the indemnity in paragraph (c) herein shall continue and the guarantor shall remain liable to the vendor under the indemnity notwithstanding that as a consequence of such breach the vendor has exercised any of its rights under this contract notwithstanding that the purchaser may be wound up and notwithstanding that the guarantee in this clause may for any reason whatsoever be unenforceable in whole or part.

4. This clause will not merge on completion.

20. Strata Properties

Not Applicable

21. Smoke Alarm Statement

The Vendor acknowledges that should the property contain a dwelling for residential purposes that is subject to the Environmental Planning and Assessment Regulation 2000, then:

(a) Division 7A (Smoke Alarms) of Part 9 (Fire Safety and matters concerning the Building Code of Australia) of the Environmental Planning and Assessment Regulation 2000 require smoke alarms or heat alarms to be installed in the building; and

(b) The vendor confirms that Smoke Detectors are installed in the property and to the best of their knowledge the building/dwelling complies with the requirements of the Regulation.

22. Tenancies

If the property is subject to any existing tenancies:

a. The vendor does not warrant that the tenant will continue to remain in the property,
b. If the lease has expired and the purchaser requires vacant possession, the purchaser must inform the vendor's solicitor in writing that he requires vacant possession within three (3) days after the date of exchange of contract.
c. The purchaser can not make any claim, objection, requisition, rescind or terminate the contract, or delay completion if the vendor is unable to provide the purchaser with vacant possession on completion as stipulated in this contract of sale.

23. Claim for Compensation

The provision of Clause 7 of the printed form of Agreement is deleted. Any claim for compensation shall be deemed to be an objection or requisition for the purpose of Clause 8 of the printed form of Agreement.

This is an essential term of the contract.

24. Interdependent Contracts

This contract is interdependent with the contract of sale for 19 Neutral Avenue Birrong NSW 2143. In the event either contract is rescinded or terminated than the other dependent contract will also be rescinded or terminated. Both parties acknowledge that the sale proceed strictly on this basis and this is an essential term of both contracts.

25. Vendor negotiating new leases.

The purchaser hereby acknowledges and accepts as a condition of this contract that the vendor is presently negotiating new terms on all / some of the current leases attached to the contract.

The vendor will provide any new executed leases to the purchaser if and when these are exchanged. All the new leases will have a demolition clause attached to them.

This contract is not conditional on the vendor obtaining any new lease, nor can the purchaser raise any requisitions, objections, delay settlement or seek to terminate/ rescind contract as a result of this disclosure.

26. Agency Fees if applicable

Settlement of this matter shall take place wherever the vendor's mortgage directs. If the property is not mortgaged and the vendor's hold the Certificate of Title then settlement shall be effected at the office of Kheir Lawyers. Should the

purchaser require settlement to take place at any other venue then the purchaser shall pay a fee of $100.00. This fee must be paid at or prior to settlement.

27. Transfer

The purchaser must serve the Transfer in accordance with Clause 4.1. Should the purchaser fail to do so, the purchaser will be liable to pay $100.00 to the vendor at settlement, being a fair and reasonable estimate to cover legal costs and other expenses incurred.

This is an essential term of the contract and the vendor shall not be required to complete until the necessary adjustment has been made.

28. GST Liability

28.1 In this clause reference to GST and taxable supply have the same meanings as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and A New Tax System (Goods and Services Transition)Act 1999 (Cth)

28.2 The parties declare that the Property is sold as a going concern ad not applicable for any GST on sale. In this regard the vendor confirms that they are registered for GST, the purchaser hereby warrants that they are registered for GST. The purchaser warrants to pay any GST liability as a breach of their said warranty in this regard.

29. Christmas / New Year Period

For the purposes of this contract any notice or time for the doing of any act or compliance with nay obligation by either party, which expires or falls on nay date between ..... and ..... (both dates inclusive) shall be deemed to expire or fall due on .....

30. SURVERY REPORT

30.1 The Vendor does not have a Survey Report in relation to the property.
30.2 The Vendor need not do anything to obtain or assist the purchaser to obtain a Survey Report.
30.3 The Purchaser must satisfy itself on all matters relating to any Survey Report and must not make a claim, objection or requisition with respect to any Survey Report which the Purchaser obtains.

31. BUILDING CERTIFICATE

31.1 The vendor does not have a building certificate under the local Government Act for the improvements on the property.
31.2 The Vendor need not do anything to obtain or assist the Purchaser to obtain a building certificate but the vendor does authorise the Purchaser to have the property inspected.
31.3 The purchaser may not make a claim, objection or requisition, delay completion of or rescind or terminate this contract because the purchaser does not obtain a building certificate before completion or obtains a building

certificate requiring work to be carried out in relation to the property or the improvements erected thereon.

31.4 The vendor does not warrant that the property or the improvements erected thereon comply, with the local government act 1993 or the local government act 1919 or any ordinates, regulation or bylaws made under or pursuant to such acts and the purchaser must make its own enquires in relation to the compliance of the property and improvements erected thereon with the said acts, ordinances, regulations and bylaws and the purchaser will not make a claim, objection or requisition, delay completion of or rescind or terminate this contract because the property or improvements erected thereon do not comply with the said act, ordinances, regulations and by laws

32. F I R B APPROVAL

The Purchase warrants to the Vendor that if it is a "foreign corporation "or a "foreign person "defined in the Foreign Acquisition & Takeovers Act 1975 ("the Act"), is has obtained the consent of the Foreign Investment Review Board in accordance with the provisions of the Act to its Purchase of the Property. The Purchaser hereby indemnifies and holds indemnified the Vendor against all liability, loss, damage and expenses which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

33. Land Tax certificate

(a) The vendor will serve a current Land Tax Certificate on the purchaser at least 7 days prior to settlement.
(b) Should the vendor fail to serve a current Land Tax Certificate on the purchaser within this timeframe, the purchaser does not have to complete earlier than 7 days after service of the certificate.
(c) The purchaser agrees to pay the cost for the section 47 Land Tax Certificate

34. Qualified Title

It is agreed between the parties that in the event that the Title or any of the Titles of the land being sold are subject to a Qualification pursuant to the Real Property Act, and that by the date of the issue of the Qualified Title the Purchaser will not require the Vendor to comply with the provisions of Clause 25 of this Contract.

35. Limited Title

It is agreed between the parties that in the event that any of the Titles to the land being sold is the subject of a limitation pursuant to the Real Property Act, the purchaser will not make any requisition, objection or claim for compensation in respect to the limitation and shall not require the Vendor to comply with the provisions of Clause 25 of the Contract.

36. Error in Adjustment of Outgoings

Each party agreed that if on completion any apportionment of outgoings required to be made under this Agreement is overlooked or incorrectly calculated he will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as in shown by such calculation to be payable. This clause shall not merge on completion.

This is an essential term of contract.

37. Electronic Transactions

1. Electronic Exchange of Contract;

(a) The Parties agree that this Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.

(b) Execution by either (or both) parties to this Contract of a facsimile or email copy of this contract executed by that party or their Conveyancer / Solicitor to the other part of the other party's Conveyancer / Solicitor shall constitute a valid and binding execution of this contract by such parties.

(c) For the purposes of the Electronic Transactions Act, 1999 (Cth) and Electronic Transaction Act, 2000 (NSW) each of the parties' consent to receiving and sending the Contract electronically.

2. Electronic Settlement;

(a) The parties agree that the electronic settlement will be conducted in an electronic workspace;
(b) The parties agree the electronic settlement shall be conducted in accordance with the ECNL and the Participation Rules;
(c) The purchaser is taken to have complied with clause 4.1 of the Printed Form by preparing and digitally signing an electronic transfer in the electronic workspace at least 14 days before the date of completion;
(d) The vendor is taken to have complied with clause 16.1 pf the printed form if, at settlement the electronic workspace contains:
(i) the electronic transfer which has been digitally signed by the vendor;
(ii) any other electronic document which is required to be provided by the vendor for the electronic lodgement of the transfer in NSW land registry services
(e) Clauses 16.5, 16.8, 16.11, 16.12 and 16.13 do not apply;
(f) The purchaser acknowledges and agrees that the vendor is not required to provide the purchase with the original certificate of title for the property;
(g) Settlement occurs when the Electronic Workspace records that Financial Settlement has Occurred
(h) If settlement does not occur at the settlement time, the parties must do all things reasonably necessary to effect settlement electronically on the same day or on the next business day.
(i) Each party is to pay its own fees and charges in connection with he

electronic settlement including any fees and charges payable to PEXA or the NSW LRS

38. Conditions of sale of land by auction (if applicable)

(a) The Bidders' record means the bidders' record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002.

(b) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.

(c) A bid for the vendor cannot be made unless the auctioneer has, before the start? of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.

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

(e) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

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

(g) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

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

(i) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement for sale.

In addition to the conditions above the following conditions apply to the sale by auction of residential property or rural land:

(j) All bidders must be registered in the bidders' record and display an identifying number when making a bid.

(k) The auctioneer may make only one vendor bid at an auction of residential property or rural land.

(l) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller.

In addition to the conditions set out above the following conditions apply to the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator

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

(n) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

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

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

STATEMENT REGARDING SMOKE ALARMS

Vendor/s: SDT Constructions Pty Ltd

Property: 77-81 Aburn Road, Birrong, New South Wales 2143

The vendor states that:

(a) This contract relates to land on which a building is situated.

(b) Smoke alarms or heat alarms are required by Division 7A (Smoke alarms) of Part 9 (Fire safety and matters concerning the Building Code of Australia) of the *Environmental Planning and Assessment Regulation 2000* to be installed in the building.

(c) The building complies with the requirement referred to in paragraph (b) above.

....

Signature/s of vendor/s:

DIRECTORS GUARANTEE AND INDEMNITY

Purchaser:

Property:

I/We.....of
.....(**Guarantors)** being
Directors of the purchaser, in consideration of the Vendor at my/our request agreeing to sell the property described in the Contract to the purchaser, agree to:

(i) Guarantee to the vendor the due and punctual performance by the purchaser of all the terms and conditions of the Contract and

(ii) Indemnify and keep indemnified the vendor against any loss and damage however arising which the vendor, may suffer in consequence of any failure of the purchaser to perform its obligations under the Contract

The guarantors acknowledge that prior to execution of this Guarantee and Indemnity they have read and understood the terms and conditions of the Contract in its entirety.

SIGNED by) .....

In the presence of:) .....

SIGNED by) .....

In the presence of:) .....

SIGNED by) .....

In the presence of:) .....

LAND REGISTRY SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: Y/401043

SEARCH DATE	TIME	EDITION NO	DATE
22/11/2023	2:20 PM	12	17/8/2018

LAND

LOT Y IN DEPOSITED PLAN 401043
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND
TITLE DIAGRAM DP401043

FIRST SCHEDULE

SDT CONSTRUCTIONS PTY LTD (T AN589200)

SECOND SCHEDULE (1 NOTIFICATION)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

23-012821 PRINTED ON 22/11/2023

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

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Received: 22/11/2023 14:20:37

[:R565196 /Doc:DP 0401043 P /Rev:29-Dec-1992 /NSW LRS /Pgs:ALL /Prt:22-Nov-2023 14:21 /Seq:1 of 1
)ffice of the Registrar-General /Src:InfoTrack /Ref:23-012821

InfoTrack

I, Bruce Richard Dolan, Registrar General for New South Wales, certify that this negative is a photographic made as a permanent record of a document in my custody this 17th day of March, 1980

CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS

DP 401043

FEET	INCHES	METRES
-	1 1/4	0.032
1	-	0.305
1	1/4	0.337
5	-	1.524
16	11 3/4	5.175
38	-	11.582
42	6	12.954
48	5	14.757
50	1	15.240
52	1	15.850
64	2	19.507
66	1	20.117
69	5 1/2	21.171
109	-	33.223

AC	RD	P	SQ M
-	-	11 1/2	290.9
-	-	11.85	299.7
1	-	24	607

6699870

F.P. 401043

PLAN

of subdivision of Lot 1 in plan annexed to Lease No. 5 to T. Rowland

Parish of Liberty Plains County of Cumberland

Scale 40 feet to an inch.

Plan Form No. 7 (Last Amendment)

Municipality of Bankstown

Shire of

BANKSTOWN MUNICIPAL COUNCIL

This plan was approved by Council on 11-2-57

FORM 1, ORDINANCE No. 32

Council Clerk's Certificate No. 49/32

I hereby certify that the requirements of the Local Government Act have been complied with in relation to the proposed subdivision set out hereon.

19-2-57

Date

Council Clerk

Auburn (66' wide) Road

Neutral (66' wide) Avenue

Misc. Plan of Subdn. (R.P.) Regd. No. 101043

X 1142

Y 24.2

A 814283

B

C

1

2

48° 5' 60'

180° 00'

0° 00' 52° 6'

142° 10'

38° 0'

62° 0'

180° 00'

58'

89° 53'

30'

189.6'

38°

30'

111'

This is the plan marked "1" referred to in transfer No. 570955

Dated 19 Vide

Registrar-General

No Survey to accompany this dealing.

I certify that this plan has been compiled from the information in

and is accurate.

Surveyor registered under Surveyors Act 1929-46

BANKSTOWN TRADING BANK

Ltd.

Ent. 1.

69.9.80

City of Canterbury Bankstown
PO BOX 8
BANKSTOWN NSW 1885
Telephone: (02) 9707 9000
Email: council@cbcity.nsw.gov.au

12821:119822

Kheir Lawyers
PO Box 3065
BANKSTOWN SQUARE NSW 1885

PLANNING CERTIFICATE

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

Certificate No: 20237983
16 November 2023

Land which Certificate is issued for:

Lot Y DP 401043

19 Neutral Avenue, BIRRONG NSW 2143

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

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

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

1 ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

1.1 Relevant Planning Instruments
Canterbury Bankstown Local Environmental Plan 2023

1.2 Relevant Development Control Plans
Canterbury Bankstown Development Control Plan 2023

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

State Environmental Planning Policies:
State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
- Chapter 3: Advertising and Signage

State Environmental Planning Policy (Planning Systems) 2021
- Chapter 2: State and regional development
- Chapter 3: Aboriginal Land
- Chapter 4: Concurrences and consents

State Environmental Planning Policy (Precincts - Central River City) 2021
State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021
State Environmental Planning Policy (Precincts - Regional) 2021
State Environmental Planning Policy (Precincts - Western Parkland City) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
- Chapter 2: Coastal Management
- Chapter 3: Hazardous and offensive development
- Chapter 4: Remediation of Land

State Environmental Planning Policy (Resources and Energy) 2021
- Chapter 2: Mining, petroleum production and extractive industries
- Chapter 3: Extractive industries in Sydney area

State Environmental Planning Policy (Transport and Infrastructure) 2021
- Chapter 2: Infrastructure
- Chapter 3: Educational establishments and child care facilities
- Chapter 4: Major infrastructure corridors

State Environmental Planning Policy (Biodiversity and Conservation) 2021
- Chapter 2: Vegetation in non-rural areas
- Chapter 3: Koala habitat protection 2020
- Chapter 6: Bushland in urban areas
- Chapter 7: Canal estate development
- Chapter 10: Sydney Harbour Catchment
- Chapter 11: Georges River Catchment

1.4 Proposed Environmental Planning Instruments (including any Planning Proposals) that are or have been the subject of community consultation or on public exhibition under the Act
Not applicable.

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2 Zoning and Land Use Under Relevant Planning Instruments

Note: The information below will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

2.1 Land Use Zone

Canterbury Bankstown Local Environmental Plan 2023

Date effective from

23 June 2023

Land Use Zone

ZONE B1 NEIGHBOURHOOD CENTRE

1. Permitted without consent
Home occupations

2. Permitted with consent
Boarding houses; Building identification signs; Business identification signs; Business premises; Car parks; Centre-based child care facilities; Community facilities; Early education and care facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Food and drink premises; Home businesses; Information and education facilities; Kiosks; Markets; Medical centres; Mortuaries; Neighbourhood shops; Neighbourhood supermarkets; Office premises; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (indoor); Respite day care centres; Roads; Service stations; Shops; Shop top housing; Specialised retail premises; Tank-based aquaculture; Veterinary hospitals

3. Prohibited
Pond-based aquaculture; Any other development not specified in item 1 or 2

2.2 Additional Permitted Uses

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

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

2.3 Minimum Land Dimensions for the Erection of a Dwelling House

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

2.4 Area of Outstanding Biodiversity Value

Not applicable

2.5 Conservation Area and/or Environmental Heritage

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

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3 Contribution Plans

Canterbury Bankstown Local Infrastructure Contributions Plan 2022

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

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

4 Complying Development

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

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

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

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

4.1 Variation of Complying Development Codes

A variation to the Complying Development Code applies to certain lots in Zone R2 Low Density Residential areas which are no more than 450m^2 in area and are located in land to which the former Bankstown Local Environmental Plan 2015 applied. For further information on the variation to the Complying Development Code, please refer to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 at the NSW Legislation website at https://legislation.nsw.gov.au/

5 Exempt Development

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

General Exempt Development Code
Yes

Advertising and Signage Exempt Development Code
Yes

Temporary Uses and Structures Exempt Development Code
Yes

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

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

6 Affected Building Notices and Building Product Rectification Orders
Not applicable

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

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

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

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

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

9 Flooding
The land, or part of the land, is **not** within the flood planning area (FPA) or probable maximum flood (PMF).

The land, or part of the land, is **not** subject to flood related development controls.

10 Council and Other Public Authority Policies on Hazard Risk Restrictions
Whether or not the land is affected by a policy adopted by Council or adopted by any other public authority (and notified to the Council for the express purpose of its adoption by that authority being referred to) that restricts the development of the land because of the likelihood of:

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

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

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

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

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

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

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

Salinity
Not applicable

Coastal Hazards
Not applicable

Sea Level Rise
Not applicable

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

Any Other Risk (including Aircraft Noise)
Not applicable

11 **Bush Fire Prone Land**
Not applicable

12 **Loose-Fill Asbestos Ceiling Insulation**
Not applicable

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

14 **Paper Subdivision Information**
Not applicable

15 **Property Vegetation Plans**
Not applicable

16 **Biodiversity Stewardship Sites**
Not applicable

17 **Biodiversity Certified Land**
Not applicable

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

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

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20 **Western Sydney Aerotropolis**
Not applicable

21 **Development Consent Conditions for Seniors Housing**
Not applicable

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

CAMILLE LATTOUF
MANAGER CITY STRATEGY AND DESIGN

Sydney WATER

Sewer Service Diagram

Application Number: 8002976321

SEWERAGE SERVICE DIAGRAM

M.W.S. & D.B.

MUNICIPALITY OF Bankstown

Copy of Diagram No. 9188918

SUBURB OF

SYMBOLS AND ABBREVIATIONS

■	Manhole	⊠	Gully	O WS	Waste Stack	BSN	Handbasin
□ Chr.	Chamber	⊠ PT	P Trap	IP	Induct Pipe	SHR	Shower
● L.H.	Lamphole	■ RV	Reflux Valve	MF	Mica Flap	Jn.	Junction
⌑	Boundary Trap	⌓	Cleaning Eye	T	Tubs	DW.	Dishwasher
⊕	Inspection Shaft	O Vert	Vertical Pipe	KS	Kitchen Sink	FW	Floor Waste
■ Pit	Pit	O VP	Vent Pipe	WC	Water Closet	WM	Washing Machine
▤ GI	Grease Intercepter	O SVP	Soil Vent Pipe	BW	Bath Waste	BS	Bar Sink

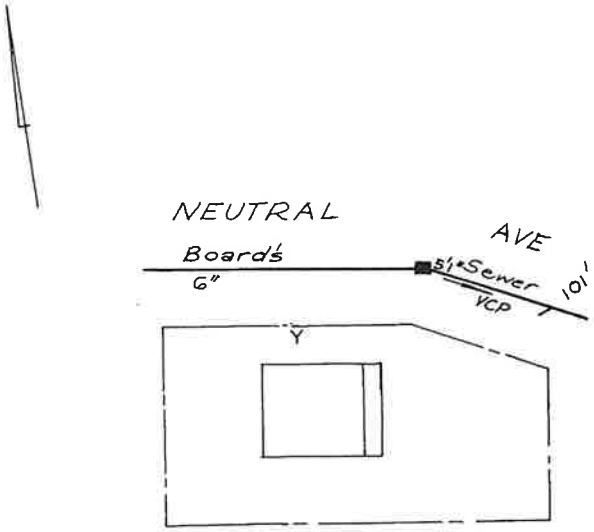
SEWER AVAILABLE

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.

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 8, Clause 3).

The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 33 of Board's Act).

Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only.



	DRAINAGE	Scale: Approx. 40 feet to 1 inch	PLUMBING
W.C.s	Supervised by ...../...../..... Inspector	Date of Issue.....	Supervised by ...../...../..... Inspector
Ur.s	Field Diagram Examined by ...../...../..... Chief Inspector	Outfall..... Drainer.....	..... for House Services Engineer
SHEET No. 6672	Tracing Checked by...../...../.....	Plumber..... Boundary Trap ■/is not required	...../...../.....

B100

Connection Date: ...../...../.....

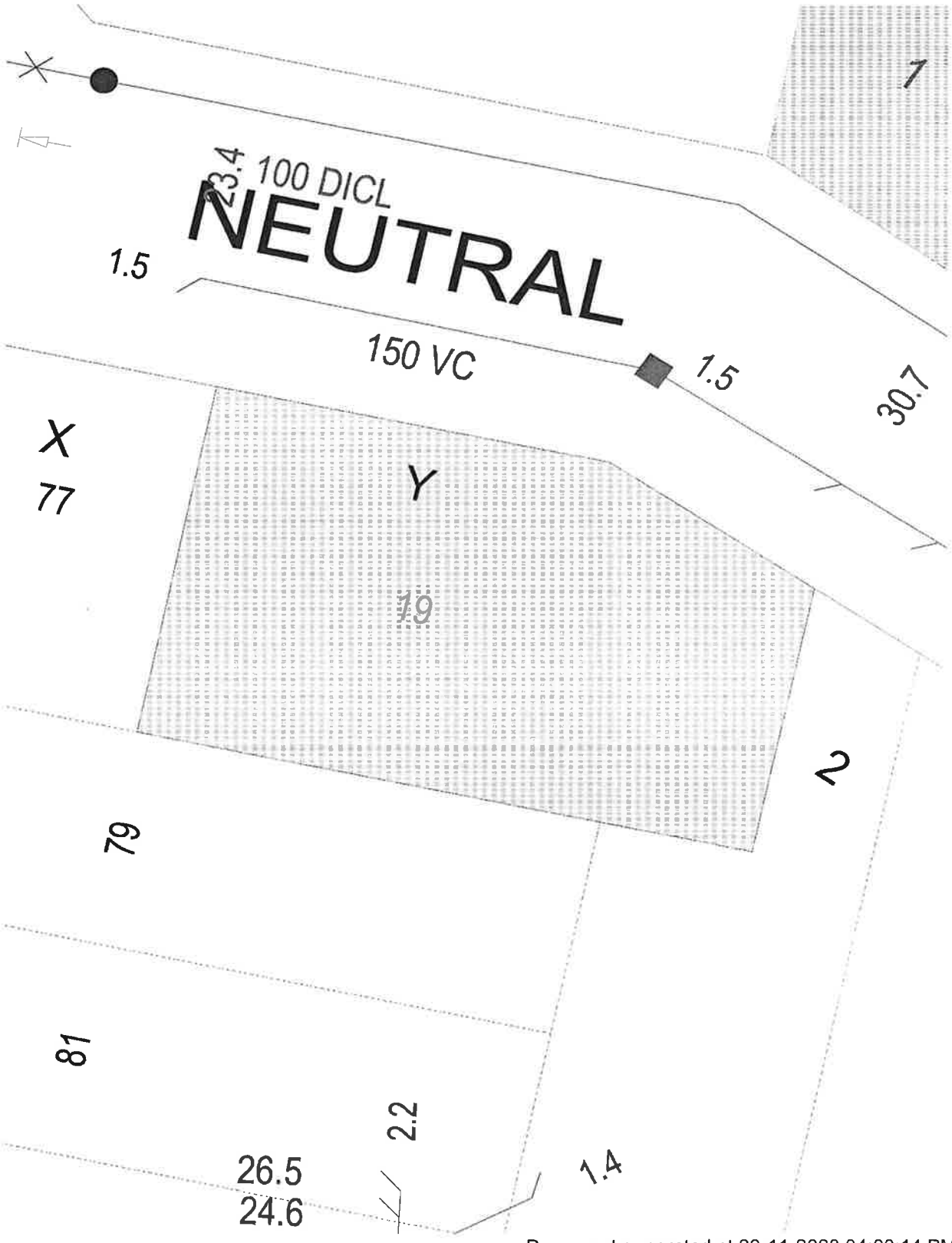
Document generated at 22-11-2023 02:40:10 PM

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

Sydney WATER

Service Location Print

Application Number: 8002976816



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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.**

Sydney WATER

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
- Ventshaft EDUCT — VSE
- Ventshaft INDUCT — VSI
- Property Connection Point (with chainage to downstream MH) — 10.5
- 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

- Boundary Line
- Easement Line
- House Number — 25, 6, 8
- Lot Number — 26
- Proposed Land
- Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

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

Private Mains

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

Disclaimer
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Sydney WATER

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)

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