

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:23-012822
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	77-81 Aburn Road, Birrong, New South Wales 2143 Registered Plan: Lot C Plan DP 323054, Lot B DP 323054, Lot 2 DP387131 & Lot X DP 401043 Folio Identifier C/323054, B/323054, 2/387131 & X/401043	
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: commercial/retail	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

<p>VENDOR</p> <p>Signed by _____</p> <p>Vendor</p> <p>_____ Vendor</p>	<p>PURCHASER</p> <p>Signed by _____</p> <p>Purchaser</p> <p>_____ Purchaser</p>												
<p>VENDOR (COMPANY)</p> <p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> </tr> <tr> <td style="border: none;"> _____ Name of authorised person </td> <td style="border: none;"> _____ Name of authorised person </td> </tr> <tr> <td style="border: none;"> _____ Office held </td> <td style="border: none;"> _____ Office held </td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held	<p>PURCHASER (COMPANY)</p> <p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> </tr> <tr> <td style="border: none;"> _____ Name of authorised person </td> <td style="border: none;"> _____ Name of authorised person </td> </tr> <tr> <td style="border: none;"> _____ Office held </td> <td style="border: none;"> _____ Office held </td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
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_____ Office held	_____ Office held												

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):

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group	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.

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

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

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

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

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

2 Deposit and other payments before completion

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

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

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

2.4 The purchaser can pay any of the deposit by –

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

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

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

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

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

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

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

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

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

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

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

3 Deposit-bond

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

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

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

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

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

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

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

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

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *-serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *-serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- Purchaser**
- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

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

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

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

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

77-87 AUBURN RD, BIRRONG 2143

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*)

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 on 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 and 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 any obligation by either party, which expires or falls on any date between and (both dates inclusive) shall be deemed to expire or fall due on

30. SURVEY 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 ordinances, 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 of 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:)



FOLIO: B/323054

SEARCH DATE	TIME	EDITION NO	DATE
22/11/2023	1:19 PM	12	17/8/2018

LAND

LOT B IN DEPOSITED PLAN 323054
AT BIRRONG
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND
TITLE DIAGRAM DP323054

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 ***

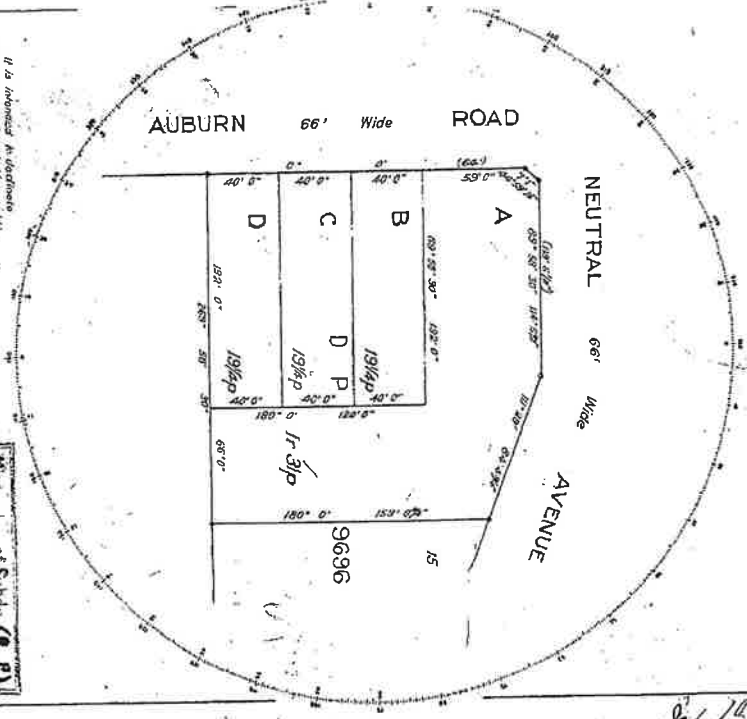
Part 1 (for application)
 of the
 City of Bankstown

B 814 283

F.P. 323054

of Subdivision of Lots 16, 17 and 18 DP 9696
 Parish of Liberty Plains County of Cumberland
 Scale 50 Feet to an Inch.

PLAN



Misc. plan of Subdn. (R. P.)
 Regd. No. 23054

It is intended to dedicate
 the corner hereby to the public
 Approved by the Council of the Municipality
 of Bankstown on the 13/10/92

I certify that this plan has been compiled from the information shown in
 Deposited Plan No. 23054 and is correct for the purpose of
 the said property etc.

This Plan (which includes the Plans required by me)
 Certificate No. 1072 and dated 19/3/92
 was approved by the Council of the Municipality
 of Bankstown on the 13/10/92

MUNICIPALITY OF BANKSTOWN
 Town Clerk

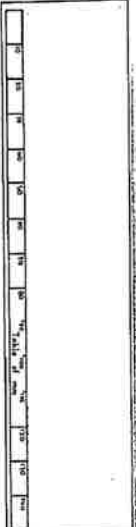
Handwritten signature and notes:
 Attention of parties to be made to this effect.
 All those parties who are interested in the purchase
 of the land should apply to the Registrar-General for Bankstown

This is the plan marked " " referred to in
 Dated _____

CONVERSION TABLE ADDED IN
 DEPARTMENT OF LANDS

FEET	INCHES	METRES
7	1	2.159
40	-	12.192
59	-	17.983
64	-	19.507
66	-	20.117
84	4 3/4	25.724
114	5 1/2	34.887
119	5 1/2	34.887
120	-	36.576
132	0 3/4	40.234
153	-	46.653
AC RD	P	SO H
-	19 1/4	486.9
-	1 31	1796

I, Bruce Richard Davles, Registrar General for New South Wales, certify that this is a true and correct copy of the plan as deposited in my custody this 11th day of May, 1978





FOLIO: C/323054

SEARCH DATE	TIME	EDITION NO	DATE
22/11/2023	1:19 PM	9	10/7/2019

LAND

LOT C IN DEPOSITED PLAN 323054
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND
TITLE DIAGRAM DP323054

FIRST SCHEDULE

SDT CONSTRUCTIONS PTY LTD (T AP382531)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AF969950 LEASE TO THI HUE NGUYEN EXPIRES: 16/1/2015. OPTION OF RENEWAL: 5 YEARS.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Form: 97-07L

Licence: LAW/0537/98

LEASE
New South Wales
Real Property Act 1901

Land Titles Office use only



AF969950M

PRIVACY NOTE: this information is legally required and will be

STAMP DUTY

Office of State Revenue use only

(A) **PROPERTY LEASED**
If appropriate, specify the part or premises.

Folio Identifier C/323054 being the whole of the land situated at and known as 81 Auburn Road, Birrong NSW

(B) **LODGED BY**

LTO Box <i>1116X</i>	Name, Address or DX and Telephone Photios Vouroudis & Co Solicitors 1 st Floor, 195B Burwood Road Burwood NSW 2134 Tel: (02) 9744 6233 Reference: PV/MV9485	<i>123807M</i> <i>PATLEY</i> Fax: (02) 9744 1860
-----------------------------	--	--

(C) **LESSOR**

PETLEN INVESTMENTS PTY LIMITED ACN 108 876 286

(D) The lessor leases to the lessee the property described above.

Encumbrances (if applicable) 1. 2. 3. 4.

(E) **LESSEE**

L	THI HUE NGUYEN TENANCY:
----------	--

(F)

(G) 1. **TERM: Five (5) years**

2. **COMMENCING DATE: 17 November 2010**

3. **TERMINATING DATE: 16 November 2015**

4. With an **OPTION TO RENEW** for a period of **Five (5) years** set out in Article 4 herein

5. With an **OPTION TO PURCHASE** set out in **Not Applicable**

6. Together with and reserving the **RIGHTS** set out in Articles 1 to 19 annexed hereto

7. Incorporates the provisions set out in **ANNEXURE "A"** hereto.

8. Incorporates the provisions set out in **MEMORANDUM No.**

filed in the Land Titles Office.

NI 2011 FA EQ 48119

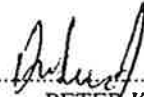
(H) DATE

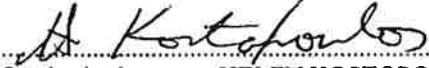
We certify this dealing correct for the purposes of the Real Property Act 1900.

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

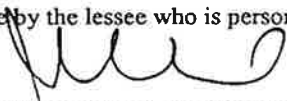
Corporation: PETLEN INVESTMENTS PTY LIMITED ACN 108 876 286

Authority: Section 127 of the Corporation Act


Name of authorised person: PETER KOSTOPOULOS
Office held: Director


Name of authorised person: HELEN KOSTOPOULOS
Office held: Director/Secretary

Signed in my presence by the lessee who is personally known to me.


Signature of Witness

Name of Witness (BLOCK LETTERS)
VUONG NGUYEN
LLB.(Saigon) LLB.(UTS)
Address of Witness


Signature of Lessee: THI HUE NGUYEN

Level 1,294 Chapel Rd Bankstown 2200

(I) STATUTORY DECLARATION

I solemnly and sincerely declare in respect of every option to renew or purchase in Lease No. _____ that the time for exercise of the option has ended; the lessee under that lease has not exercised the option; and a variation of lease extending the term has not been entered into. I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at in the State of on 20 in the presence of

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and Qualification of Witness

Signature of Lessor

ARTICLES 1. TO 19. ANNEXED TO MEMORANDUM OF LEASE

BETWEEN

PETLEN INVESTMENTS PTY LIMITED (AS LESSORS)


AND

THI HUE NGUYEN (AS LESSEE)

DATED THE DAY OF 2010

ARTICLE 1: DEFINITIONS AND INTERPRETATIONS

- 1.1 LESSOR: The term "the Lessor" shall where the context admits extent to and include in the case of a corporation its successor in the title and assigns and in the case of a natural person or persons their and each of their respective heirs executors administrators and assigns.
- 1.02 LESSEE: The term "the Lessee" shall where the context admits extend to and include in the case of a corporation its successors in title and permitted assigns and in the case of a natural person or persons their and each of their respective heirs administrators and permitted assigns.
- 1.03 PERSON: The word "person" shall include a corporation.
- 1.04 PLURALS AND GENDERS: Words importing the singular or plural number include the plural and singular numbers respectively and works of each gender shall include any other gender.
- 1.05 LESSEES SEVERALLY BOUND: Where two or more persons are lessees the covenants and obligations on their part herein contained shall bind them jointly and each of them severally.
- 1.06 STATUTES AND REGULATIONS: Reference to Statutes Regulation Ordinances or By-Laws shall be deemed to extend to all Statutes Regulations Ordinances for By-Laws amending consolidating or replacing the same.
- 1.07 DEMISED PREMISES: The term "demised premises" means the premises hereby demised and all fixtures fittings furnishings plant and machinery and equipment (if any) now or hereafter installed therein by the lessor.
- 1.08 THE BUILDING: The term "the building" shall mean the building of which the demised premises forms part, together with any modifications extensions or alterations thereto from time to time and together with the fittings and fixtures and other improvements and conveniences amenities and appurtenances thereof from time to time and including (but without limiting the generality hereof) any entrances corridors vestibules stairways ramps and other plant machinery and toilets and common parts and conveniences thereon or therein and the land.



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- 1.09 COMMON PARTS: The term "common parts" shall mean those parts of the building for common use by the occupants of the building and including (but without limiting the generality hereof) the entrances lobbies corridors toilets stairways ramps and other common amenities and conveniences thereof by excluding those areas delineated from time to time as car parking spaces.
- 1.10 SEVERABILITY: If any term covenant or condition of these presents or the application thereof to any person or circumstances shall be or become invalid or unenforceable the remaining terms covenants and conditions of these present shall be valid and enforceable to the fullest extent permitted by law.
- 1.11 OBLIGATIONS CONSTRUED AS COVENANTS: The respective covenants and obligations of the parties hereto as set out herein whether positive or negative shall be construed as if each such obligation or covenant is a separate and independent covenant made by one party in favour of the other party.
- 1.12 IMPLIED COVENANTS:
- a. None of the covenants and powers implied in every Memorandum of Lease by virtue of the Conveyancing Act 1919 Sections 84 and 85 shall apply to this Memorandum of Lease save so far as the same are embodied in the covenants and powers herein expressed and such implied covenants and powers (except as aforesaid) are accordingly hereby expressly negated.
 - b. Sections 84A and 85 of the Conveyancing Act 1919 shall not apply to the lease hereby granted and the covenants powers and provisions implied thereby are hereby expressly negated.
 - c. The employment in this Memorandum of Lease of any words in any of the forms of words contained in the first column of Part 2 of the Fourth Schedule to the Conveyancing Act, 1919 shall not imply any covenant under Section 86 of the said Act.
- 1.13 COVENANTS TO ENSURE THROUGHOUT TERM: The terms covenants conditions and restrictions herein contained shall unless the context otherwise requires be construed as continuing throughout the term hereof and shall be observed performed and fulfilled by the parties hereto at all times during the term hereof.
- 1.14 HEADINGS: Headings and sub-headings are included for the sake of ease of reference and none of the terms covenants conditions or restrictions herein appearing are to be construed or interpreted by reference to such headings or sub-headings.

ARTICLE 2: RENT

- 2.01 YEARLY RENT: The lessees will during the term pay to the lessor free from all deductions in each year the rent and other payment (if any) specified calculated and payable as hereinafter provided:-

The rent payable by the lessee to the lessor pursuant to this lease shall be calculated and paid as follows:-

- i. The lessee will during the first year of the term pay to the lessor free of exchange without demand from the lessor and without any deduction whatsoever a rent of THIRTY TWO THOUSAND NINE HUNDRED AND NINETY ONE DOLLARS AND FORTY EIGHT CENTS (\$32,991.48) per annum payable monthly in advance.

The said annual rentals shall be paid in the following manner:-

- i. On the date of commencement of the within lease by an amount equivalent to one-twelfth of the first year's rental, and
- ii. Thereafter by regular and consecutive calendar monthly payments the first to be made on the 17 day December 2010 being an amount equivalent to one-twelfth of the rental payable for the year in question.

2.03 IT IS HEREBY EXPRESSLY COVENANTED AND DECLARED that the yearly rent hereby reserved shall be reviewed on the first and each subsequent anniversary of the date of commencement of the term herein granted (hereinafter called "the date of review"). The first review shall be made on the expiration of one (1) year from the date of commencement of the term herein granted. The yearly rent payable commencing from the date of review is to be either:-

- a) If the Price Index applicable at the date of review exceeds;
 - i) in the case of the first review the Price Index applicable at the date of commencement of the term herein granted;
 - ii) in the case of each and every subsequent review the Price Index applicable at the last date of review;




THEN and in any such event the yearly rent payable by the lessee shall increase in the proportion that the Price Index applicable at the date of review bears in the case of the first review to the Price Index applicable at the date of commencement of this lease and in the case of each subsequent review to the Price Index applicable at the last date of review PROVIDED ALWAYS that the yearly rent payable on the date of review shall in no case be less than the yearly rent immediately prior to the date of review.

The term "Price Index" used in this Clause shall be the All Group Consumer Price Index in Sydney published by the Australian Bureau of Statistics and in the event that there is any suspension or discontinuance of the Price Index or any change in the basis for ascertaining it, then a valuer nominated by the President for the time being of the New South Wales Division of the Australian Institute of Valuers on application of the Lessor shall determine the figure which shall be used in lieu of the Price Index which would otherwise be applicable. A statement signed by the attorney or agent or manager or auditor for the time being of the Lessor shall be prima facie evidence of the rent hereby reserved as at the date of such statement.

The rent payable herein shall be paid to the persons from time to time nominated in writing by the lessor and in such manner as the lessor may from time to time direct in writing.

ARTICLE 3: OUTGOINGS

3.01 The Lessee shall pay to the Lessor in addition to the rental reserved by this Lease FIFTY PER CENTUM (50%) of the amount of any outgoings which are referable or proportionately referable to any period in which the Lessee is in occupation of the Premises or entitled to possession of the demised premises and the following provisions shall apply:-


_____  

1. The term "the Outgoings" where used in this Lease shall mean the total of all outgoings costs and expenses assessed charged imposed levied paid or payable by the Lessor in relation to those premises known as 81 Auburn Road, BIRRONG (hereinafter called "the Rateable Premises") or the Land and in particular but without limiting the generality of the foregoing shall include:
 - i) all rates costs and charges in relation to the supply of water, sewerage, drainage and water usage to and from the Rateable Premises, including but not limited to any increase from the date hereof.
2. The Lessee shall pay to the Lessor the percentage of the outgoings payable by the Lessee within fourteen (14) days of the Lessor giving to the Lessee written notice of the amount thereof together with reasonable details of the calculations of such amount which notice shall be prima facie evidence of the details set out therein.

ARTICLE 4: GOODS AND SERVICES TAX

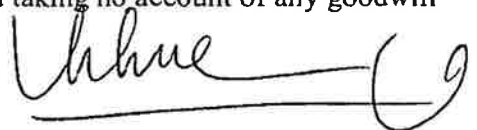
- 4.01 The amount payable by the Lessee to the Lessor under this Lease does not include any Goods and Services Tax ("GST"). If any GST is or becomes chargeable with respect to the payment by the Lessee to the Lessor of rent or any other amounts under this Lease, the Lessee must pay the GST or reimburse the Lessor for any GST paid or payable by the Lessor with respect to any amount payable by the Lessee under this Lease.

ARTICLE 5: OPTIONS FOR RENEWAL OF LEASE

- 5.01 **OPTIONS:** If the lessee shall desire to take a renewed lease of the demised premises for a further term of FIVE (5) years from the expiration of the term of this lease and shall give to the lessor not less than three (3) and not more than six (6) months previous notice in writing thereof and shall in the meantime due and punctually pay the rent reserved by the lease and all other monies payable pursuant to this lease at the times and in the manner herein appointed for payment thereof and shall duly observe and perform the covenants conditions provisions and agreements by and on the part of the lessee expressed or implied in this lease up to the expiration of the term hereof except to the extent to which any breach non-observance or non-performance may have been waived or excused by the lessor in writing the lessor shall at the cost and expense of the lessee lease to the lessee (and the lessee shall take as tenant) the demised premises for a further term of FIVE (5) years at the yearly rentals to be determined in accordance in accordance with Clause 5.02 hereof and otherwise on and subject to the same covenants terms conditions obligations and agreements as are herein contained by excluding articles 5.01 and 5.02.
- 5.02 **DETERMINATION OF OPTION RENTAL:** The yearly rental to be paid by the lessee during the first year of any renewed lease referred to in Clause 5.01 hereof shall be the sum (which sum shall in no case be less than the rental payable by the lessee during the last year of the term hereof-
- a. being the annual open market rental value at the date of renewal of the Lease of the demised premises based on a lease between a willing Lessor and a willing Lessee granted with vacant possession and taking no account of any goodwill

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attributable to the demised premises by reason of any trade or business carried therein by the Lessee and in all other respect (except as to rent payable) on the terms, covenants and conditions of this lease PROVIDED ALWAYS that if the Lessor and Lessee are unable to agree on the amount of such annual open market rental value of the demised premises as aforesaid before the expiration of two months prior to the commencement of the new term then in every such case the question shall be referred for the decision of the President for the time being of the Real Estate Institute of New South Wales or his nominee appointed for that purpose (or such institute then have ceased to exist or such body or association as then served substantially the same objects of such Institute) (whose fees, if any shall be shared by the parties equally.

ARTICLE 6: ABATEMENT OF RENT OR TERMINATION
OF LEASE ON DAMAGE TO BUILDING

- 6.01 **TERMINATION:** If the whole or any part of the building shall be resumed or taken for any public purpose by any competent authority or shall be destroyed or damaged by fire flood lightning storm tempest earthquake or by other disabling cause or inevitable accident during the term of the use and occupation or so as to deprive the lessee of substantial use of the same or so as to render the re-building or reconstruction to the building in its previous form impracticable or undesirable in the opinion of the lessor then notwithstanding anything herein contained or implied this lease and the term hereby created may be terminated without right or claim on the part of the lessee to compensation by either the lessor or the lessee by notice in writing to the other.
- 6.02 **TERMINATION NOT TO PREJUDICE ANTECEDENT RIGHTS:** Any such termination in accordance with the provisions of Clause 6.01 of this Article shall be without prejudice to the rights of either the lessor or the lessee in respect of any antecedent breach or non-observance of any covenant agreement or provisions hereof.
- 6.03 **ABATEMENT:** Upon the happening of any damage or destruction by reason of any of the causes referred to in Clause 6.01 of this Article the yearly rent hereby reserved or a fair and just proportion thereof according to the nature and extent to the damage or destruction sustained shall abate and all or any remedies for the recovery of such rent or such proportionate part thereof shall be suspended until either:
- i. the demised premises shall have been rebuilt or reinstated or made fit for the occupation and use of the lessee, or
 - ii. the lease shall be terminated pursuant to the provisions of Clause 6.01 of this Article.
- 6.04 **NO OBLIGATION TO REBUILD OR REINSTATE:** Nothing herein contained or implied shall be deemed to impose any obligations upon the lessor to rebuild or reinstate or make fit for occupation and use the demised premises BUT NEVERTHELESS the lessor shall have right at all reasonable times with workmen and others and all necessary materials and appliances to enter upon the demised premises for the purpose of rebuilding or reinstating the same or the building or making them or it fit for the occupation and use of the lessee or of the other tenants or occupiers thereof.

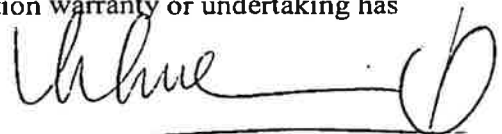


ARTICLE 7: THE USE OF THE DEMISED PREMISES BY THE LESSEE

- 7.01 BUSINESS USE: The lessee will not use or permit to be used the demised premises or any part thereof for any purpose other than as premises for carrying on the business of a MIXED GROCERY STORE and the lessee will not permit or suffer the demised premises or any part thereof to be used for any other purpose or for any residential purpose whether temporary or permanent.
- 7.02 NO NOXIOUS USE OF PREMISES: The lessee will not at any time during the continuance of this lease:
- a. Use and exercise or carry on or permit or suffer to be used exercised or carried on in or upon the demised premises or any part thereof any noxious noisome or offensive trade business occupation calling, or
 - b. Do or omit or permit or suffer to be done or omitted any act matter or thing whatsoever in upon or about the demised premises or the building or any part thereof which is or shall or may be or grow to the annoyance nuisance grievance damage or disturbance of other lessees, tenants or occupiers of the building or person otherwise lawfully therein or occupiers or owners of any adjacent premises.
 - c. Fail to use to best advantage all space available in the demised premises for display windows and other appropriate parts of the demised premises adequately lighted with electric illumination at all times when the lessee has the demised premises open for business subject to the availability of electric power.
 - d.(i) Use or permit or suffer to be used the demised premises for any illegal purpose or activity;
 - (ii) Hold or permit to be held any auction sale or meeting other than a meeting of the officers and/or employees of the lessee in or about the demised premises.
- 7.03 EXTERIOR SIGN:
- a. The lessee will not without the prior approval in writing of the lessor display affix or exhibit on or to the exterior or interior of the demised premises or the building any sign lights embellishments advertisements name or notice.
 - b. Upon the expiration or sooner determination of the terms hereby created the lessee shall at its own expense remove any signs lights embellishments advertisements name or notice put by the lessee on the exterior or interior of the demised premises or the building and the lessee will make good any damage or disfigurement caused by reason of such removal.
- 7.04 RADIO OR T.V. AERIALS ETC: The lessee will not without the consent in writing of the lessor which consent shall be at the lessor's absolute discretion permit or place on the outside of the demised premises or the building any radio or television aerial or antenna or any loud speakers screens or similar device or equipment and will not without such written consent use or permit to be used any radio gramophone T.V. or other like media or equipment likely to be heard from outside the demised premises PROVIDED FURTHER THAT any consent so given as aforesaid may at anytime be withdrawn where the lessor reasonably so determines.
- 7.05 NO WARRANTY BY THE LESSOR AS TO SUITABILITY OF PREMISES: The lessee acknowledges that no promise representation warranty or undertaking has

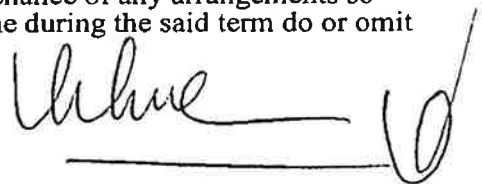
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been given by or on behalf of the lessor in respect to the suitability of the demised premises or the building for any business to be carried on therein or to the fittings finish facilities and amenities of the demised premises or the building or as to other businesses to be carried on in the building otherwise than in the lease contained.

- 7.06 USE OF LAVATORIES ETC: The lessee shall not use nor permit nor suffer to be used the lavatories toilets sinks and drainage and other plumbing facilities in the demised premises or the common parts for any purposes other than those for which they were constructed or provided and shall not deposit or permit to be deposited therein any sweepings rubbish or other matter and any damage caused by misuse by the lessee his servants agents or invitees shall be made good by the lessee forthwith.
- 7.07 HEAVY INSTALLATIONS: The lessee will not bring upon the demised premises any heavy machinery or other plant or equipment without the consent of the lessor or its agent in writing and in no event shall any such machinery plant or equipment be of such nature weight or size as to cause or in the opinion of the lessor, be likely to cause any structural or other damage to the floors or walls or any other part or parts of the demised premises or the building. Before bringing any such equipment upon the demised premises for the common areas the lessee shall inform the lessor of the lessee's intention so to do and the lessor may direct the routing installations and location of all such machinery plant and equipment and the lessee shall observe and comply with all such directions. All damages caused to the building or any part thereof by the lessee or anyone on his behalf by taking in or out furniture goods or other articles or during the time such are in the building shall be made good at the expense of the lessee.
- 7.08 PROHIBITION ON USE REQUIRING STRUCTURAL ALTERATIONS: The lessee shall not make any use of the demised premises whether for the lessee's permitted business or other wise or permit any use to be made of the demised premises or do or suffer to be done on the demised premises anything (including but without prejudice to the generality of the foregoing installation or use of any machinery or the employment of any person) whereby or by reason whereof any public statutory or other authority may give or issue or be entitled to give or issue any notice requiring structural alterations or repairs to be made or carried out to the demised premises or to the whole or part of the building.
- 7.09 LESSEE'S COMPLIANCE WITH REGULATION ORDINANCES AND BY-LAWS: The Lessee shall at all times during the said term observe and comply in all respects with the provisions and requirements of any and every enactment (which expression in this covenant includes as well any and every Federal and State Act of Parliament already or hereafter to be passed and any and every order regulation ordinance and by-law already or hereafter to be made under or in pursuance of any such Act) so far as they relate to or affect the demised premises or any additions or improvements thereto or the use thereof or the employment or residence therein of any person or persons or any fixtures machinery plant or chattels for the time being affixed thereto or being thereon or used for the purpose thereof and shall execute all works and provide and maintain all arrangements which by or under any enactment or by any government department local authority or public authority or duly authorised officer or Court of competent Jurisdiction acting under or in pursuance of any enactment are or may be directed or required to be executed provided or maintained at any time during the said term upon or in respect of the demised premises or any additions or improvements thereto or in respect of the user thereof or employment or residence therein of any person or fixtures machinery plant or chattels as aforesaid whether by the lessee or tenant thereof and shall indemnify the lessor at all times against all costs charges and expenses of or incidental to the execution of any works or the provisions or maintenance of any arrangements so directed or required as aforesaid and not at any time during the said term do or omit



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or suffer to be done or omitted on or about the demised premises any act or thing by reason of which the lessor may under any enactment incur or have imposed upon it or become liable to pay any damages compensation fees costs charges or expenses.

7.10 DRAINS AND WATERPIPES: The lessee shall at all times keep at its own expense clean and free all drains and waste pipes including grease traps in or leading from the demised premises.

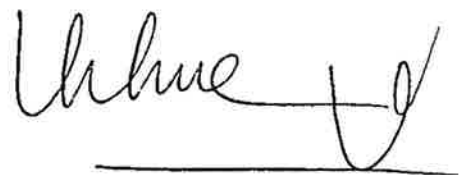
7.11 WINDOWS AND OPENINGS: The lessee shall not stop-up darken or obstruct any windows or lights belonging to the demised premises or permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the demised premises.

7.12 GENERAL PROVISIONS RE: USE: The lessee agrees with the lessor that:-

1. The outside of the demised premises and any entrance passages stairways and basement levels of the building shall be under the absolute control of the lessor and shall not be obstructed by the lessees or their employees agents clients invitees or used by them for any other purpose except ingress and egress to and from the said premises.
2. No sign device fitting furnishing ornament or object which is visible from the street or building or from any other building which is in the opinion of the lessor incongruous or unsightly or may detract from the general appearance of the building shall be erected constructed or maintained by the lessees in the building.
3. The lessee shall give to the lessor prompt notice of any breakages or defect of the water pipes air-conditioning ducts electric light or other fittings.
4. Electrical radiators or air-conditioning or cooling units or other methods of heating or cooling other than provided by the lessor shall not be used unless the consent of the lessor or its managing agent is first obtained.
5. No towels or other similar articles shall be hung out of the windows or upon the roof.
6. The lessees shall not bring or permit any employee agent or invitee of the lessee to bring or leave in the building or in any parking area adjacent to the building any animal or play or permit any such persons to play any musical instrument in or about the building, except with the consent of the lessor.
7. The lessor shall be in no way responsible to any lessee for any loss of property from the premises however occurring or any damage done to the furniture or other effects of any lessee.
8. The lessee shall advise the lessor and the managing agent of the demised premises for the time being of the private address and telephone number of the lessee or if the lessee shall be a corporation of the manager thereof or if there shall be more than one lessee of each of them. The lessor and the said managing agent shall be promptly informed of any change in such address or telephone number.
9. All electric light globes and tubes which may become damaged or worn out, or fail to light and light switches and power points which may become damaged

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or fail to operate within the demised premises shall be replaced by the lessee at the cost of the lessee.

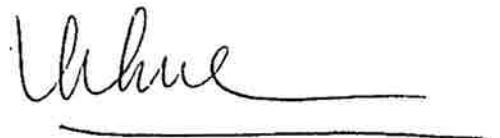
10. All doors and windows of the premises shall be securely fastened on all occasions when the premises are left insecurely fastened.
11. The lessee shall not do or permit or cause or suffer to be done and he shall restrain his servants, agents, licensees and invitees from manipulating, interfering with or attempting to control any of the electrical or mechanical equipment in the building other than the demised premises.
12. No lessee may apply for any licence to sell or supply intoxicating liquor without the consent of the lessor in writing and the granting of withholding of such consent shall be at the absolute discretion of the lessor.
13. All keys belonging to the building held by the lessee during his occupancy whether the same have been provided by the lessor or made or procured by such lessee, for his own use shall be surrendered to the lessor on the termination of his tenancy.
14. The lessee shall not throw or allow to fall anything out of the doors passages, or skylights, or deposit waste paper rubbish or liquid anywhere except in the proper receptacles or drains where appropriate.
15. The lessee will use or permit to be used or the receipt deliver or other movement of goods, wares, or merchandise or articles of bulk quantity, only such parts of the common areas as the lessor may from time to time period the lessee will generally comply with all reasonable requirements of the lessor in regard to such matters.
16. The lessee shall not prepare or cook any food or beverage in any area other than in the area which has been approved by the lessor or its agent for this purpose.
17. No rubbish or waste shall at any time be burned in or upon the demised premises or the building.
18. The lessee shall not cover or obstruct the floor, skylights, glazed panels, ventilators and windows that reflect or omit light or air into passageways or into any part of the building or over or obstruct any lights or any other means of illumination.
19. The lessee shall conduct its business within the demised premises during the regular customary days and hours for which similar types of business are conducted within New South Wales and may provided the same shall be permitted by law keep the premises open for business during the other days and hours as the lessee may determine.

ARTICLE 8: ASSIGNMENT AND SUB-LETTING

- 8.01 NO ASSIGNMENT ETC: The lessee will not during the continuance of this lease assign transfer demise sub-let or part with or share the possession of or grant any licence affecting or mortgage charge or otherwise deal with or dispose of the demised premises or any part thereof or by any act or deed procure the demised premises or any part thereof to be assigned transferred demise sub-let unto shared or put into possession of any person or persons.

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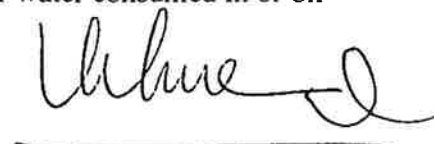
- 8.02 The Lessor hereby covenants with the Lessee that if the Lessee shall have duly observed and performed all of the covenants and provisions herein contained on the part of the lessee to be observed or performed the Lessee may assign this lease to a respectable solvent and responsible corporation or person of stature and experience comparable to that of the lessee and capable of carrying on the business as referred to in Article 07.01 (the onus of proving all of which to the satisfaction of the lessor being upon the lessee) who contemporaneously with such assignment:
- a. executes an assignment of this lease (to which the lessor shall be a party) in such form as the lessor or its solicitors approve and in which there shall be repeated by the assignee with the lessor such of the lessee's covenants herein contained as may be required by the lessor (such assignment and the consent of the lessor thereto shall not in any way release the assignor from the covenants or provisions herein contained on the part of the Lessee to be observed or performed which shall remain in full force and effect regardless of the assignment);
 - b. pays to the Lessor its costs of and incidental to the investigation of the respectability reputation responsibility solvency stature experience and capabilities of the assignee and of the approval and completion of any such assignment;
 - c. delivers to the lessor an executed stamped counterpart of any such assignment;
 - d. where the assignee is a corporation it procures the execution of a guarantee in such form as the lessor requires of the covenants and provisions herein contained on the part of the lessee to be observed or performed by guarantors acceptable to the lessor;
 - e. pays to the lessor where the lessor so requires a bond of such amount as the lessor shall in its absolute discretion determine not being in excess of two months of the minimum annual rent then payable under this lease as security for the due observance and performance of all the covenants and provisions herein contained and on the part of the lessee to be observed and performed and such bond shall be held by the Lessor in accordance with the provisions set out in Articles 19.01 and 19.02 provided that where Articles 19.01 and 19.02 have been struck out that clause shall for the purposes of any assignment be deemed not to have been so struck out but shall be deemed to be incorporated in this lease.

ARTICLE 9: LIGHT POWER WATER AND TELEPHONE

- 9.01 **SOURCE OF LIGHT AND POWER:** The lessee shall not use any form of light power or heat other than generated by electrical current or gas supplied through meters except in the case of failure in the supply.
- 9.02 **NO ALTERATION TO ELECTRICAL INSTALLATIONS:** The lessee shall not make any alterations or additions to the electrical installations or wiring of the demised premises or install any electrical equipment on the demised premises which in any event overloads the cables switchboards or sub-boards through which electricity is conveyed to the demised premises.
- 9.03 **CHARGES FOR ELECTRICITY GAS WATER AND TELEPHONE:** The lessee shall promptly pay all charges for electricity gas and water which may from time to time be imposed or charged in respect of electricity gas or water consumed in or on

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the demised premises to the supplying authority on or before the due date therefore and the lessee shall also pay all charges in respect of any telephone service connected to the demised premises and all other charges and impositions imposed by any public authority.

- 9.04 ELECTRICAL WORKS AND INSTALLATIONS: All electrical works or other electrical installations are to be performed and installed by a person or company nominated or approved by the lessor.

ARTICLE 10: MAINTENANCE AND REPAIR

- 10.01 REPAIR OF PREMISES DURING LEASE: The lessee during the whole of the said term and otherwise so long as the lessee may remain in possession of occupation when where and so often as need shall be maintained replaced or repaired and keep the whole of the demised premises in good and substantial repair working order and condition and particularly all plate glass machinery plant equipment fixtures and things thereto belonging or which at any time during the term of possession or occupation as aforesaid shall be erected therein or there on or be part thereof damage by fire flood lightning storm tempest Act of God war damage and reasonable wear and tear only excepted PROVIDED HOWEVER that nothing herein contained shall impose any obligation upon the lessee to do any work of a structural nature except such as may be occasioned by the Act neglect or default of the lessee or by its use or occupancy of the demised premises.
- 10.02 REPAIR ON TERMINATION OF LEASE: The lessee will at the expiration or sooner determination of this lease peaceably surrender and yield up unto the lessor the whole of the demised premises and every part thereof in good and substantial repair order and condition in all respects (having regard to their condition at the commencement of the lease) and clean and free from rubbish damage by fire flood lightning storm tempest Act of God and war damage; reasonable wear and tear structural defects not caused by the lessee only excepted.
- 10.03 GENERAL MAINTENANCE: The lessee will without affecting the generality of the preceding clauses 9.01 and 9.02 of this Article at the lessee's expense:
- a. PAINTING AND PAPERING: So often as the lessor may reasonably require but at intervals of not less than three (3) years during the term or any extension or renewal thereof and in any event not later than three (3) months prior to the expiration of the term paint colour and paper with materials and to reasonable standards all parts of the demised premises which have to be painted coloured or papered to the satisfaction of the lessor or its agent.
 - b. CLEANING:
 - i. Cause the demised premises to be cleaned regularly by the cleaner nominated or approved by the lessor.
 - ii. Keep during the whole of the term the demised premises free from dirt and rubbish and in particular shall store and keep all trade waste trash shop refuse and garbage in proper receptacles to be installed by the lessee and arrange for the regular removal thereof from the demised premises and the receptacles therefore.
 - c. MAINTENANCE AND CLEANING OF LESSEE'S EQUIPMENT: Keep and maintain clean and in good order repair and condition all fittings plant furnishings and equipment of the lessee.



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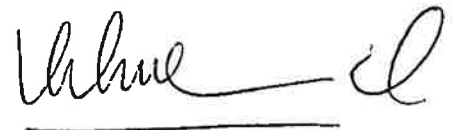
- d. **DAMAGE TO COMMON PARTS:** From time to time make good any breakage defect or damage to the common parts or to any adjoining premises or any facility or appurtenance thereof occasioned by want of care misuse or abuse on the part of the lessee or the lessee's servants agents licensees contractors sub-tenants or other persons claiming through or under the lessee or otherwise occasioned by any breach or default of the lessee hereunder.
- e. **REPLACEMENT OF BREAKAGES ETC:** From time to time immediately repair and replace all broken glass including exteriors shop or office windows with glass of the same or similar quality and all damaged or broken window frames heating lighting electrical equipment and plumbing installed upon the demised premises.

ARTICLE 11: ALTERATIONS

- 11.01 **NO ALTERATION TO DEMISED PREMISES:** The lessee shall not without the previous consent in writing of the lessor make any alterations or additions in or to the demised premises or any part thereof.
- 11.02 **INSTALLATION OF EQUIPMENT ETC:** The lessee shall not without the previous consent in writing of the lessor install any water gas or electrical fixtures equipment or appliances or any apparatus for illuminating air-conditioning heating cooling or ventilating the demised premises nor shall the lessee mark paint or drill or in any way deface or damage any walls ceilings partitions floors wood or other part thereof.
- 11.03 **PARTITIONING:** The lessee shall not without the previous consent in writing of the lessor or his agent and using the company approved by the lessor, install or alter any partitioning equipment (other than unfixed furnishings or unfixed business equipment) or other installation in or on the demised premises.
- 11.04 **NOISY MACHINERY:** The lessee shall not without the previous consent in writing of the lessor install or use or permit to be installed or used in the demised premises any engine machine machinery or equipment which causes or in the opinion of the lessor may cause unreasonable noise or vibrations and except as agreed in writing by the lessor noise or vibration so caused and heard or felt outside the demised premises shall be deemed unreasonable for the purpose of this application.
- 11.05 **CONSENTS:**
 - a. Upon any application by the lessee to the lessor for any consent in writing referred to in either Articles 7.12, 11.01, 11.02, 11.03 or 11.04 hereof the lessee shall furnish to the lessor or the Architect engineer builder and/or other professional consultants (herein called the consultants) such detailed drawings plans specifications and/or other details and particulars as the lessor or the consultants may require of the proposed alterations additions fixtures equipment appliances apparatus partitioning installations or machinery (herein jointly or collectively called the lessee's works) together with written evidence that all necessary statutory planning permissions and consents to or for the lessee's works including those contemplated by Article 7.09 hereof have been duly obtained or given.
 - b. Upon giving to the lessee by the lessor of any consent in writing the subject of any application pursuant to the preceding clause 11.05 a. and which consent shall not be unreasonably withheld the lessee shall forthwith at its own expense cause the lessee's works to be carried out by persons approved by the lessor in writing under the supervision of the consultants in a proper and workmanlike manner to the satisfaction of the lessor and the consultants in accordance with

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the consent so given and in such manner as causes as a little inconvenience as possible to the lessor and other lessees and occupiers of the building or adjoining properties.

- c. The lessor reserves the right to withdraw any consent given to the lessee pursuant to this Article and in the event that the lessee's works are not substantially commenced within three (3) months of the date of such consent shall automatically cease.
- d. The lessee shall on demand made by the lessor pay or reimburse the lessor all reasonable costs fees charges and expenses incurred by the lessor howsoever in connection with the lessee's work including those incurred in investigating any application for the consent whether or not the same shall have been given or the lessee's works commenced and without limiting the generality of the foregoing shall include all reasonable fees or charges paid or payable to the consultants and the cost of any alteration to the air-conditioning and air-circulation fire alarm sprinkler water gas or electricity systems necessitated or occasioned by the lessee's works.

11.06 REMOVAL AND OWNERSHIP OF PARTITIONING AND EQUIPMENT: Unless otherwise agreed in writing between the parties hereto all such approved partitioning equipment and installations shall remain the property of the lessee who shall be responsible for all maintenance and repair thereof and shall be removed by the lessee not later than or immediately prior to the expiration or sooner determination of the leased or in default the lessor may at the termination of the lease or in default the lessor may at the expense of the lessee remove and dispose of the same or if not so removed shall at the option of the lessor become the property of the lessor provided the lessee shall make good all damage occasioned by such removal whether by the lessee or the lessor and shall reinstate the premises to the condition existing prior to the installation or alteration.

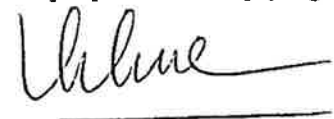
11.07 LESSOR'S RIGHT TO INSPECT AND REPAIR: The lessor and its agents may at all reasonable times (except in the case of emergency when any time shall be reasonable) enter upon the demised premises and view the state of repair thereof and may serve upon the lessee a notice in writing of any defect (the repair of which is the lessee's obligation hereunder) requiring the lessee forthwith to repair the same and in default of the lessee so doing to the satisfaction of the lessor's Architect it shall be lawful for the lessor from time to time to enter and execute the required repairs as if it were the lessee and for that purpose the lessor its Architects contractors workmen and agents may enter upon the whole or any part of the demised premises and there remain for the purpose of doing erecting or effecting any such thing and any expenses and costs of carrying out such work including all sums paid or payable for any insurances indemnities or compensation under Workers Compensation Acts or otherwise howsoever with respect thereof shall forthwith be payable by the lessee to the lessor.

11.08 LESSOR MAY ENTER TO REPAIR: The lessee will permit the lessor at all times on reasonable notice to carry out repairs renovations maintenance modifications extensions or alterations to the demised premises or to any part thereof or to the building or any part thereof deemed necessary or desirable by the lessor and for any of these purposes to enter the demised premises or the building PROVIDED ALWAYS that in the exercise of the lessor's powers under this Clause no undue inconvenience shall be caused to the lessee.

11.09 REQUIREMENTS OF PUBLIC AUTHORITIES: The right is reserved to the lessor by itself and/or those authorised by it to enter the demised premises with workmen and others and all necessary materials and appliances for the purpose of complying

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with the terms of any present or future legislation affecting the demised premises or the building or any notice served upon the lessor or lessee by the Board of Health, Licensing Municipal or other competent authority involving the destruction of noxious animals rodents or other pests, or the carrying out of any repairs alterations or works (including the provisions of lighting power and telephone services to the lessee and other tenants of the building for the purpose of which the lessor may from time to time require access to any false ceilings in the premises) which the lessee may not be bound or if bound may neglect to do and also for the purpose of exercising the powers and authorities of the lessor herein provided that such destruction repairs alterations and works shall be carried out by the lessor as far as possible without undue interference with the occupation and use of the demised premises by the lessee.

- 11.10 PREMISES TO BE KEPT FREE OF PESTS: The lessee will take all reasonable precautions to keep the demised premises free of rodent vermin insects pests birds and animals and in the event of failing so to do will if so required by the lessor but at the cost of the lessee employ from time to time or periodically pest exterminators approved by the lessor.
- 11.11 INFECTIOUS ILLNESS: The lessee will in the event of any infectious illness occurring in the demised premises forthwith give notice to the lessor and to the proper public authorities and at the expense of the lessee will thoroughly fumigate and disinfect the demised premises to the satisfaction of the lessor and such public authorities and otherwise comply with their reasonable and lawful requirements in regard to the same.
- 11.12 NOTICE OF ACCIDENT OR DEFECT IN SERVICES: The lessee will give to the lessor prompt notice in writing of any accident to or defect or want of repair in any services to or fittings in the demised premises and of any circumstances likely to be or cause any danger risk or hazard to the demised premises or to the building or any person thereon.

ARTICLE 12: INSURANCES

- 12.01 RISKS: The lessee will effect and keep effected the following policies of insurance at all times during the continuance of this lease:
- a. A policy insuring the lessee's fixtures stock fittings and permitted signs to the full insurable value thereof from time to time against loss or damage by fire theft lightning explosions tempest riot impact of vehicles earthquake damage by aircraft or articles dropped therefrom.
 - b. Public Risk Policy indemnifying the lessee in the sum of not less than TWENTY MILLION DOLLARS (\$ 20,000,000.00) for any one claim and otherwise in the form of a standard Public Risk Policy and to bear the endorsement by the insurer agreeing to extend the indemnity under the said policy so far as not already covered to include claims arising out of any contract or indemnity or any other of the lessee's covenants herein contained imposing a liability which the lessee would not otherwise have been under and also to include such of the other inclusions usually listed in a standard Public Risk Policy as the lessor may reasonable require.
 - c. A policy in the joint names of the lessor and the lessee against breakage or damage from any cause whatsoever of all glass including the plate glass in or upon the demised premises.

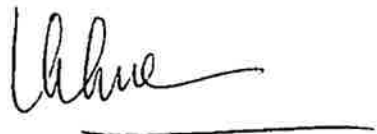


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- 12.02 NEITHER PARTY TO VOID INSURANCES: Neither party shall at any time during the said term do permit or suffer to be done any act matter or thing upon the demised premises whereby any insurances in respect thereof may be vitiated or rendered void or voidable or (except with the approval in writing of the other party) whereby the rate of the premium on any such insurances shall be liable to be increased.
- 12.03 NO INFLAMMABLE SUBSTANCES: Without prejudice to the generality of any of the provisions of this Article or of this lease the lessee shall not (other than as and to the extent expressly approved in writing by the lessor) store chemicals inflammable liquids acetylene gas or alcohol volatile or explosive oils compounds or substances upon the demised premises and will not use any of such substances or liquids in the demised premises for any purpose.
- 12.04 EXTRA PREMIUMS: The lessee will from time to time as and when required by notice in writing from the lessor pay all extra premiums of insurance of the demised premises and its contents if any be required on account of extra risk caused by the use of which the demised premises are put by the lessee and approved by the lessor.
- 12.05 COMPLIANCE WITH FIRE REGULATIONS: The lessee will comply with insurances sprinklers and/or fire alarm regulations in respect to any partitions which may be erected by the lessee upon the demised premises and the lessee will pay to the lessor the cost of any alterations to the sprinklers and/or fire alarm installations which may become necessary by reason of the non-compliance by the lessee with the regulations of the Fire and Accident Underwriters' Association or the requirements of the insurer.
- 12.06 APPROVED INSURERS: All policies of insurance liable or required to be effected by the lessee hereunder whether in respect of the property or risk either of the lessor or lessee shall be taken out with an insurance company approved by the lessor.
- 12.07 PRODUCTION OF POLICIES AND RECEIPTS: The lessee will in respect of any policy of insurance to be effected by the lessee hereunder if required by the lessor forthwith produce to the lessor the policy of insurance and the receipts for the last premiums.

ARTICLE 13: INDEMNITIES

- 13.01 RELEASE OF LESSOR FROM ACCIDENT DAMAGE: The lessee agrees to occupy use and keep the demised premises at the risk of the lessee and hereby releases to the full extent permitted by law the lessor and its agents servants contractors and employees from all claims and demands of every kind resulting from any accident damage or injury occurring therein and the lessee EXPRESSLY AGREES that the lessor shall have not responsibility or liability for any loss of or damage to fixtures or personal property of the lessee.
- 13.02 LESSEE'S INDEMNITIES: The lessee will and does hereby indemnify the lessor from and against all actions claims demands losses damage costs and expenses for which the lessor shall or may be or become liable in respect of or arising from:-
- i. The negligent use misuse waste or abuse by the lessee or any servant agent sub-tenant of or any other person claiming through or under the lessee of the water gas electricity oil lighting and other services and facilities of the demised premises or the building.



P.K
dA.K

- ii. Overflow or leakage of water (including rain water) in or from the demised premises but having origin within the demised premises or caused or contributed to by any act or omission on the part of the lessee his servants agents sub-tenants or other persons as aforesaid.
- iii. Loss damage or injury from any cause whatsoever to property or person caused or contributed to by the use of the demised premises by the lessee or any servants agent sub-tenants or other persons as aforesaid.
- iv. Loss damage or injury from any cause whatsoever to property or person within or without the demised premises or the building occasioned or contributed to by any act omission neglect breach or default of the lessee or any servant agent contractor or sub-contractor sub-tenant or other person as aforesaid.
- v. All actions suits claims demands costs damages and expenses to which the lessor is or may be liable in respect of any loss damage accident or injury of whatsoever nature or kind and howsoever sustained or occasioned whether to property or person upon or in connection with the property and whether the same does or does not arise from the use of the demised premises or from fire or from leakage or from rain or flood water which may flow into or from the property or from any fault in construction of any improvements erected on the property or any fittings or apparatus herein including air-conditioning equipment fire alarm and sprinkler systems and all other machinery or from the carelessness or negligence of any servant or agent or sub-tenant of the lessee or howsoever otherwise except where such loss damage or injury is caused by the carelessness or negligence of the lessor and notwithstanding that any time or other indulgence has been given by the lessor to the lessee in respect of any obligation of the lessee under this lease.

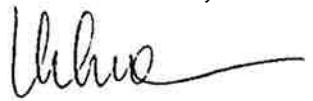
ARTICLE 14: LESSOR'S COVENANTS

- 14.01 QUIET ENJOYMENT: The lessee paying the rent hereby reserved and duly and punctually observing and performing the covenants obligations and provisions in this lease on the part of the lessee to be observed and performed shall and may peaceably possess and enjoy the demised premises for the term hereby granted without any interruption or disturbance from the lessor or any other person or persons lawfully claiming by from or under the lessor.
- 14.02 HOLDING OVER: In the event of the lessee holding over after the expiration or sooner determination of the term granted by this demise with the consent of the lessor the lessee shall become a monthly tenant only of the lessor at a monthly rental equivalent to a monthly proportion of the total yearly rent including contribution to outgoings payable by the lessee hereunder at the expiration or sooner determination of such term and otherwise on the said terms and conditions mutatis mutandis as those herein contained so far as applicable which monthly tenancy shall be determinable by a month's notice in writing from either party hereto to the other expiring on any day.

ARTICLE 15: DEFAULT BY LESSEE AND TERMINATION OF LEASE

- 15.01 DEFAULT BY LESSEE: That if the rent hereby reserved or any part thereof or any other monies payable by the lessee to the lessor hereunder shall be unpaid for the space of fourteen (14) days after any of the days on which the same ought to have been paid and in accordance with the covenants for payment herein contained (although no formal or legal demand shall have been made therefore) or if the lessee

P.12
dA. 12



commits permits or suffers to occur any breach or default in the due and punctual observance and performance of this lease or any rules made hereunder of if the lessee be a company an order is made or a resolution is effectively passed for the winding up of the lessee (except for the purpose of reconstruction or amalgamation with the written consent of the lessor which consent shall not be unreasonably withheld) or if the lessee goes into liquidation or makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts within the meaning of the Companies (New South Wales) Code or if execution is levied against the lessee and not discharged within thirty (30) days of the lessee (being an individual) becomes bankrupt or commits an act of bankruptcy or brings his estate within the operation of any law relating to bankruptcy then and in any one or more of such events the lessor at any time or times thereafter shall have the right to re-enter into and upon the demised premises or any part thereof in the name of the whole and to have again repossess and enjoy the same as if its former estate anything herein contained to the contrary notwithstanding but without prejudice to any action or other remedy which the lessor has or might or otherwise could have for arrears of rent or breach of covenant or for damages as a result of any such event and thereupon the lessor shall be freed and discharged from any action suit claim or demand by or obligation to the lessee under or by virtue of this lease.

- 15.02 **RIGHT OF LESSOR TO REMEDY LESSEE'S DEFAULT:** On each and every occasion in which the lessee omits or neglects to pay any money or to do or effect anything which the lessee has herein covenanted to pay do or effect then it shall be lawful for but not obligatory upon the lessor (and without prejudice to any rights and powers arising from such default) to pay such money or to do or effect such thing by itself its Architect agents contractors and workmen as if it were the lessee and for that purpose the lessor its Architects contractors workmen and agents may enter upon the whole or any part of the demised premises and there remain for the purpose of doing or effecting any such thing and the lessor may recover from the lessee the amount expenses and costs of such payment doing to effecting forthwith.
- 15.03 **INTEREST ON OVERDUE MONEY:** Without prejudice to the rights powers and remedies of the lessor otherwise under this lease the lessee will pay to the lessor interest at the rate of eighteen per centum (18%) per annum on any monies due but unpaid for fourteen (14) days by the lessee to the lessor on any account whatsoever pursuant to this lease such interest to be computed from the due date for the payment of the monies in respect of which the interest is chargeable until payment of such monies in full and to be recoverable in like manner as rent in arrears.
- 15.04 **POWER OF ATTORNEY:** In the case of the happening of any event whereby the lessor may become entitled so to re-enter and take possession of the demised premises and to determine this lease as aforesaid after necessary compliance with any relevant statutory provisions as to the exercise of rights of forfeiture (of which the statutory declaration of any officer of the lessor shall be conclusive evidence for the purpose of the Registrar General) the lessee for itself and its successors and assigns hereby irrevocably appoints the lessor and each of its Attorneys and their respective substitutes and the assigns of the lessor to be the several Attorneys of the lessee (including any successor or assign) for it in its name and as its act and deed from time to time if and when such Attorney shall think fit for the purpose of giving full effect to the power of re-entry to execute a surrender of this lease and to procure the registration thereof and to record this Power of Attorney and procure to be done any act matter or thing which may be requisite or proper for giving full effect thereof according to the Real Property Act, 1900 or any law or usage for the time being in force in the State of New South Wales and all and whatsoever such attorney shall lawfully do or purport to do or cause to be done by virtue of the said appointment is by this Deed ratified and confirmed.

P.K
A.K



Page 19 of 22



- 15.05 APPLICATION OF MORATORIUM NEGATIVED: The application of this lease of any Moratorium of other Act whether State or Federal having the effect of extending the term reducing or postponing the payment of the rent hereby reserved or otherwise affecting the operation of the covenants conditions and stipulations on the part of the lessee to be performed or observed or providing for compensation rights for privileges at the expense of the lessor in favour of the lessee or any other person is hereby expressly excluded and negatived.

ARTICLE 16: GENERAL PROVISIONS

- 16.01 LESSOR'S NON-LIABILITY FOR LOSS OR DAMAGE: Notwithstanding any implications or rule of law to the contrary the lessor shall not be liable for any damage or loss the lessee may suffer by any act default or neglect of the lessor or any other persons in carrying out the powers authorities and provisions herein contained or otherwise with respect to the demised premises or the building or by reasons of the lessor neglecting to do something to the premises or the building of which the premises form part and which as between the lessor and the lessee it might be legally liable to do unless the lessee has given the lessor written notice to do such thing and the lessor has without reasonable time thereafter to take proper steps to comply therewith.
- 16.02 NOTICE: Any notice or request hereunder may be served in manner mentioned in Section 170 of the Conveyancing Act 1919 and may be signed on behalf of either party by its Attorney or by a Director associate director manager or secretary of that party and any notice so signed shall be conclusive evidence as to its execution and of the authority of the person whose name appears therein to sign the same.
- 16.03 COSTS OF LEASE: The lessee shall pay:
- i. the costs as prescribed by the Conveyancing Act, 1919 of the lessor's Solicitors of and incidental to the lease and of any agreement therefore including the obtaining of any necessary consents thereto and stamp duties payable on any agreement for lease and any other fees payable in connection therewith.
 - ii. the proper legal costs and expenses of the lessor incurred in on or about any default by the lessee pursuant to the terms of this lease.
- 16.04 WAIVER: The lessee and the lessor further covenant and agree that no waiver by the lessor of one breach of any covenant obligation of provision in this lease contained or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in this lease contained or implied.
- 16.05 INSPECTION BY PURCHASER OF LESSEE: The lessee will at all reasonable times permit the lessor to exhibit to prospective purchasers the demised premises and will at all times allow the lessor to affix and exhibit where the lessor shall think fit at any time the usual "For Sale" notice and in each case with the name and address of the lessor and/or its agents thereon the lessee will not remove any such notice without the written consent of the lessor. PROVIDED, the "To be Let" sign will only be exhibited within two (2) months prior to the expiration of the lease agreement where the lessee has decided not to renew such agreement.
- 16.06 CONSENTS OR APPROVALS OF LESSOR: In any case where pursuant to these presents or to any rule or regulation made hereunder the doing or executing of any act matter or thing by the lessee is dependent upon the consent or approval of the lessor such consent or approval may be given or withheld by the lessor in its absolute uncontrolled discretion unless otherwise provided.

*P.K.
M.K.*

[Handwritten signature]

- 16.07 NO COVENANTS OR TERMS OTHER THAN COMPRISED IN LEASE: The covenants provisions terms and agreements contained herein expressly or by statutory implication cover and comprise the whole of the agreement between the parties and the parties expressly agree and declare that no further or other covenants agreement provisions or terms whether in respect of the demised premises or otherwise shall be deemed to be implied herein or to arise between the parties by way of collateral or other agreement by reason or any promise representation warranty or undertaking given or made by either party to the other on or prior to the execution hereof and the existence of any such implication or collateral other agreement is hereby negatived.
- 16.08 ENLARGEMENT OF BUILDING: The lessor reserves the right to add to or alter the building at any time during the term hereof.

ARTICLE 17: SERVICES



- 17.01 Should any gas electrical or water fitting, air-conditioning plant lift or other fitting appliance or service installed in the said building fail to function or malfunction from any cause whatsoever or should the lessor for the purpose of maintenance repair or replacement desire or cause such fitting appliance or service to be shut off or removed from the said building the lessee shall not by reason thereof be entitled to determine this lease nor shall the lessee have any right of action or claim for compensation or damages or abatement of rent against the lessor in respect thereof.
- 17.02 That the lessee will at all times comply with and observe the reasonable requirements of the lessor in regard to such plant and services and will not do or permit to be done anything in relation to the same or otherwise in relation to the use or ventilation of the demised premises of the building which might interfere with or impair the efficient operation of such plant and services in the demised premises or the building.

ARTICLE 18: GUARANTEE

- 18.01 Deliberately omitted.

ARTICLE 19: SECURITY DEPOSIT

- 19.01 The lessee shall on or before the date of commencement of the within lease pay a security deposit being the equivalent of ONE month rent. ✓
- 19.02 The security deposit is to secure the lessor against any failure by the lessee to comply with those conditions of this lease relating to the care maintenance or repair of the premises or the payment of rent or charges. In the event of such failure the lessor is entitled to apply the security deposit wholly or in part to any loss or damage sustained and to claim payment accordingly.


H.K.

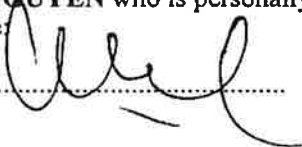
IN WITNESS WHEREOF the parties hereto have set their hands on the
day of _____, 2010

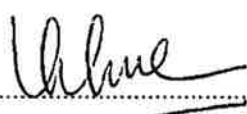
SIGNED for and behalf of the Lessor
PETLEN INVESTMENTSPTY LIMITED
ACN 108 876 286 pursuant to Section
127 of the Corporations Law.


.....
Director: Peter Kostopoulos


.....
Director/Secretary: Helen Kostopoulos

SIGNED in my presence by the Lessee
THI HUE NGUYEN who is personally
known to me:


.....
Witness


.....

.....
Name of Witness **VUONG NGUYEN**
LLB.(Saigon) LLB.(UTS)
Solicitor

.....
Address of Witness

Level 1,294 Chapel Rd Bankstown 2200



FOLIO: 2/387131

SEARCH DATE	TIME	EDITION NO	DATE
22/11/2023	1:19 PM	12	17/8/2018

LAND

LOT 2 IN DEPOSITED PLAN 387131
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND
TITLE DIAGRAM DP387131

FIRST SCHEDULE

SDT CONSTRUCTIONS PTY LTD (T AN589200)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 T555860 RIGHT OF CARRIAGEWAY AFFECTING THE LAND SHOWN AS
RIGHT OF CARRIAGEWAY 6.095 WIDE IN DP117648

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

F970955

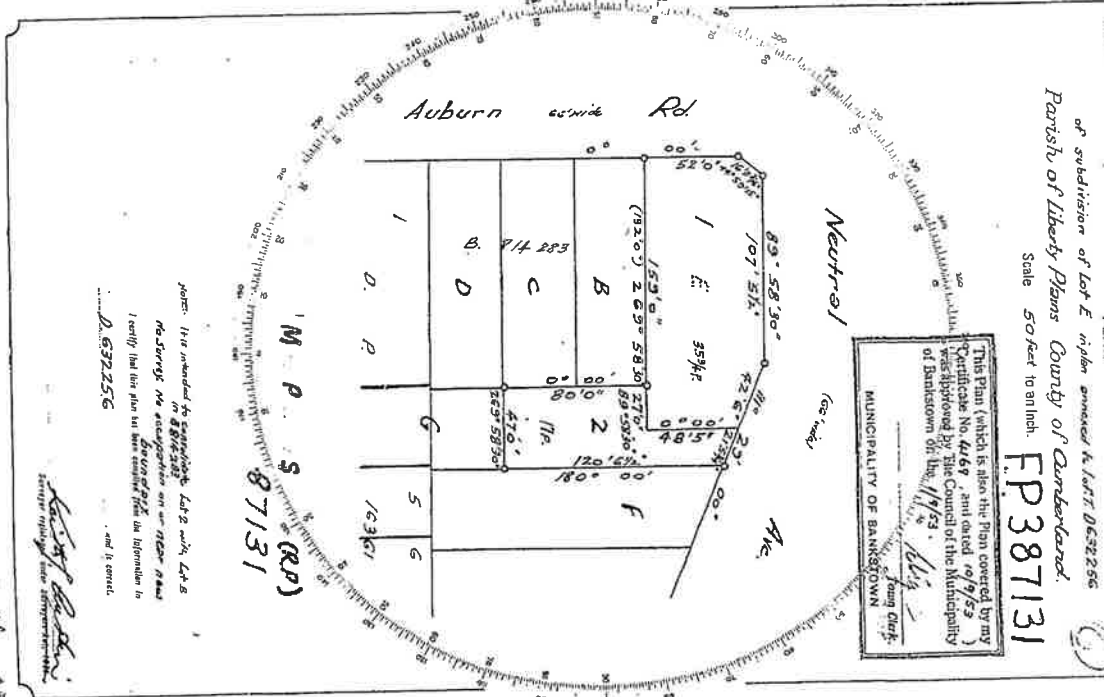
From the Municipality of Bankstown
 State of New South Wales

IF ANY PART OF THIS PLAN IS FOUND TO BE IN BREACH OF THE PROVISIONS OF THE REGISTRATION ACT 1988 OR THE REGISTRATION OF LANDS ACT 1988, THE REGISTRAR GENERAL SHALL BE RESPONSIBLE FOR THE CORRECTION OF THE PLAN AND THE REVISION OF THE REGISTERED INSTRUMENT.

of subdivision of Lot E within amended Lot 2 within Lot 8
 Parish of Liberty Plains County of Cumberland.
 Scale 50 feet to an inch.
FP387131

PLAN

This Plan (which is also the plan covered by my Certificate No. 44169, and dated 29/9/93) was approved by the Council of the Municipality of Bankstown on the 11/9/93.



NOTE: It is intended to subdivide Lot 2 within Lot 8 into six sections. The original subdivision was approved under the original plan. I certify that this plan is a true and correct copy of the original plan and is correct.

D. G. Z. Z. S. G.

Richard Davies
 Registrar General

7/10/1993

FXM

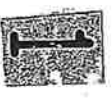
This is the plan marked " " referred to in
 Dated

Signatures of parties to be made in the margin.

CONVERSION TABLE ADDED IN
 DEPARTMENT OF LANDS

FEET	INCHES	METRES
16	11 3/4	5.175
21	5 3/4	6.547
27	-	8.230
42	6	12.234
47	-	14.725
50	5	15.240
56	-	20.117
80	-	24.384
107	5 1/2	32.753
120	6 1/2	36.741
132	-	40.234
159	-	48.463
270	-	82.296
470	-	143.256
AC RD	P	50 M
-	17	430
-	35 3/4	904.2

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made on a permanent record of a document in my custody this 19th day of March, 1979.



AP 138

STAMP DUTY

\$ 6-25

NEW SD
 \$ = 0625
 STAMP DUTY

12 MAY 1983



TRANSFER GRANTING EASEMENT

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

TG 1304
 \$ 30

STATUTE FOR 40-90 PAID
 GEN No. 226 UP 20.7.8

Servient Tenement (Land burdened)	Dominant Tenement (Land benefited)
Torrens Title Reference	Torrens Title Reference
Volume 6846 Folio 7	Volume 9888 Folio 166
TRANSFEROR (registered proprietor of servient tenement) KLEFOOT PTY. LIMITED	

DESCRIPTION OF LAND Note (a)

TRANSFEROR (registered proprietor of servient tenement) Note (b)

Note (c)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$1.00 (One Dollar) and TRANSFERS and GRANTS a right of carriageway over that portion of the servient tenement (Lot 2 in plan with Transfer F.970955) as is shown in plan attached and therein referred to as "Right of Carriageway 6.095m wide".

OFFICE USE ONLY
over

TRANSFEEE (registered proprietor of dominant tenement) Note (b)

out of the servient tenement and appurtenant to the dominant tenement to the TRANSFEEE

PHYLLIS MAY LEGGE of 27 Cogarah Street, Blakehurst, Widow

PLAN REFILED
 AS D.P. 117648

PRIOR ENCUMBRANCES Note (d)

subject to the following PRIOR ENCUMBRANCES: 1. ~~S376000 Mortgage~~ 2. ~~S030000 Mortgage~~

EXECUTION Note (e)

DATE OF TRANSFER 6th May 1983
 We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by the transferor who is personally known to me
 THE COMMON SEAL OF **KLEFOOT PTY. LIMITED** was)
 HEREBY)
 Signature of Witness affixed in accordance)
 with the Articles of Association and in the)
 presence of)
 Name of Witness (BLOCK LETTERS)

[Signature]
 Director
[Signature]
 Secretary 4.5.83



Note (e)

Signed in my presence by the transferee who is personally known to me

Signature of Witness
 Name of Witness (BLOCK LETTERS)
 Address and occupation of Witness

[Signature]
 Signature of Transferee
Roy Drasser
 SOLICITOR

TO BE COMPLETED BY LODGING PARTY Notes (f) and (g)

LODGED BY <i>Hind & Ass. G.P.O. Box 4519 Sydney</i>	LOCATION OF DOCUMENTS	
	CT	OTHER
Delivery Box Number <i>42</i>	Herewith In R.G.O. with Produced by	
Extra Fee <i>\$40</i>	Checked by <i>EBH</i>	REGISTERED 30-7-1983 <i>[Signature]</i> Registrar General
OFFICE USE ONLY PAID		CT 9888-166 to JOS

RP 13B

INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.
 Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to the grant of easement; otherwise, the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

Rule up all blanks.

The following instructions relate to the side notes on the form.

- (a) Description of land. **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifiers or Volume and Folios of the Certificates of Title/Crown Grants for both the dominant and servient tenements, e.g., 135/SP12345 or Vol. 8514 Fol. 126.
- (b) Show the full name, address and occupation or description.
- (c) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919), and accurately describe the site of the easement. The transfer and grant must comply with section 88 of the Conveyancing Act, 1919.
- (d) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the consent of the mortgagee, lessee or chargee is furnished), and of any writ recorded in the Register.
- (e) Execution.

GENERALLY (i) Should there be insufficient space for the execution of this dealing, use an annexure sheet.
 (ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known.

ATTORNEY (iii) The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
 (iv) If the transfer is executed by an attorney for the transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. and I declare that I have no notice of the revocation of the said power of attorney".

AUTHORITY (v) If the transfer is executed pursuant to an authority (other than specified in (iii)), the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.
CORPORATION (vi) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

- (f) Insert the name, postal address, Document Exchange reference, telephone number, and delivery box number of the lodging party.
- (g) The lodging party is to complete the **LOCATION OF DOCUMENTS** panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, p/bt for probate, L/A for letters of administration.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS

DIRECTION: PROP No. OF NAMES:					NAME AND DESCRIPTION
(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) (E)	

SECOND SCHEDULE & OTHER DIRECTIONS

(F)	FOLIO IDENTIFIER (OR REF. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) NOTFN TYPE	(I) DEALING NUMBER	(K) DETAILS
	6846-7	DN	E	T555860	Right of carriage way affecting the land shown so burdened in the plan hereon.
	9888-166	DN	E	T555860	Right of carriage way appurtenant to the land above described affecting the land shown so burdened in the plan hereon.



FOLIO: X/401043

SEARCH DATE	TIME	EDITION NO	DATE
-----	-----	-----	-----
22/11/2023	1:19 PM	7	17/8/2018

LAND

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

FIRST SCHEDULE

SDT CONSTRUCTIONS PTY LTD (T AN589116)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 G760571 COVENANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

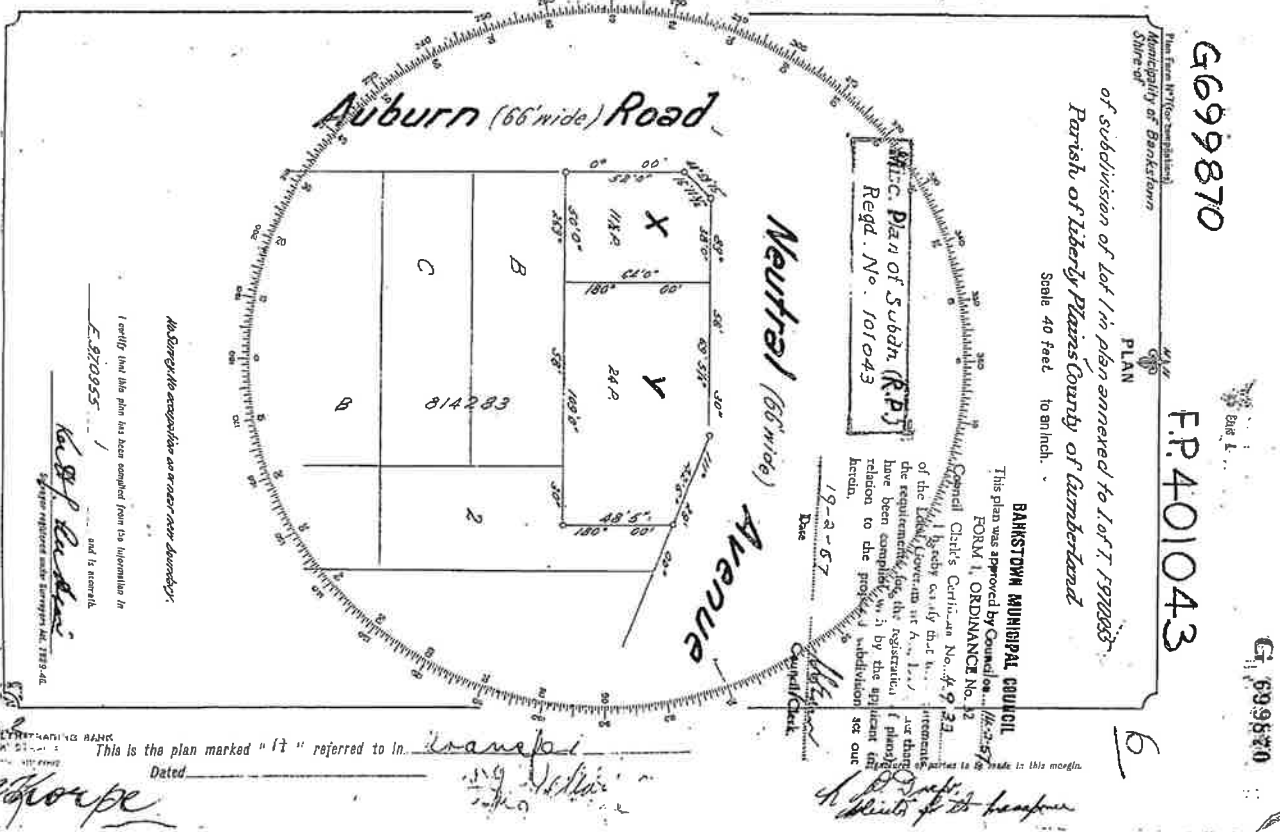


L. Bruce Richard Deves, Registrar General for New South Wales, certify that this negative is a photograph of a permanent record of a document in my custody this 17th day of March, 1980.

CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS

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	12.954
48	14.757
52	15.240
64	19.830
90	25.907
66	20.117
69	20.117
109	32.223
AC RD P	50 M
1 1/2	290.49
11 85	299.17
24	607

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
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42	12.954
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109	32.223
AC RD P	50 M
1 1/2	290.49
11 85	299.17
24	607



G699870

FR 401043

G 699870



JUL 18 10 47 AM '00571

R.P. 13. No. 23845
 New South Wales



FEES:-
 Lodgment £ 2.00
 Endorsement £ 1.00
 Certificate £ 1.00

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)

I, SIDNEY JOHN WILLIAMS of Burwood, Chemist

(herein called transferor)

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

(£7200.00) (the receipt whereof is hereby acknowledged) paid to me by

ANDREW CASIMATIS of 27 Waldron Road, Chester Hill, Milk Bar Proprietor, and IRENE CASIMATIS his wife.

(herein called transferee)

do hereby transfer to the said transferee as joint tenants. ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:-

County.	Parish.	Reference to Title (d)			Description of Land (if part only). (e)
		Whole or Part.	Vol.	Fol.	
<u>CUMBERLAND</u>	<u>LIBERTY PLAINS</u>	<u>PART</u> <u>2/403</u>	<u>6946</u>	<u>26</u>	<u>ERING LOT X IN PLAN ANNEXED TO TRANSFER NO. G699970.</u>

And the transferee covenants with the transferor for himself his executors administrators and assigns covenants with the Transferor his executors administrators and assigns that for a period of five years from the date hereof any shop erected or to be erected on the land hereby transferred shall not be used for the purpose of a Chemist's Shop or Pharmacy and for the purpose of the Conveyancing Act the land to which the benefit of this covenant is appurtenant is Lot 3, D.P. 16361 being the whole of that comprised in Certificate of Title Volume 4745 Folio 63. The land subject to the burden of this Covenant is the land hereby transferred and this Covenant may be realised varied or modified by the Owner of the said Lot 3, D.P. 16361, (for the time being).

ENCUMBRANCES, &c., REFERRED TO.

Signed at Barrington the 9th day of April, 1957

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Signed

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

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

Transferor.

Transferee(s).

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

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

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

(This must not be disclosed in the transfer.)
 Any or handwriting in this instrument should not be read into any deed, and should be in permanent black ink.
 If the transferee is a company, the required title should be stated.
 Full particulars of the land to be transferred should be stated.
 If to two or more, the instrument should be signed as joint tenants, or as tenants in common.
 If all the references cannot be conveniently inserted, a list of encumbrances (obtainable if L.T.O.) may be added.
 Any encumbrance must be signed by the parties and their signatures witnessed.
 If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being lot sec. D.P. or of the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required in a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.
 Struck out if unnecessary, or suitably adjust.
 If any encumbrances are to be created or any exceptions to be made.
 If the statutory covenants implied by the Act are intended to be varied or modified.
 Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1924.
 A very short note will suffice.
 Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.
 As to instruments executed elsewhere, see back of form.
 Repeat attestation if necessary.
 If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

NOT TO BE ALTERED

Partially

No. **G 758419**

LODGED BY _____



CONSENT OF MORTGAGEE!
 (N.B.—Before execution read marginal note.)

I, _____ mortgagee under Mortgage No. _____
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at _____ this _____ day of _____ 19 _____

Signed in my presence by _____

who is personally known to me.

Mortgages.

MEMORANDUM AS TO NON-REVOCAION OF POWER OF ATTORNEY.

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

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

Signed at _____ the _____ day of _____ 19 _____
 Signed in the presence of— _____

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

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS!

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

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

INDEXED <i>A</i>	MEMORANDUM OF TRANSFER <i>Subj to Covenant</i>	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.
Checked by <i>[Signature]</i>	Particulars entered in Register Book. Volume <i>4226</i> Folio <i>26</i>	1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____
Passed (in S.D.B.) by <i>[Signature]</i>	Signed by _____ minutes past _____ o'clock in the _____ noon.	Received Docs. Nos. Receiving Clerk.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records	<i>[Signature]</i>	<i>5/9</i>
Draft written	<i>[Signature]</i>	<i>5/9</i>
Draft examined	<i>[Signature]</i>	<i>11/7</i>
Diagram prepared	<i>[Signature]</i>	<i>11/7</i>
Diagram examined	<i>[Signature]</i>	<i>11/7</i>
Draft forwarded	<i>[Signature]</i>	<i>11/7</i>
Supt. of Engravers	<i>[Signature]</i>	<i>11/7</i>
Cancellation Clerk	<i>[Signature]</i>	<i>18/10/5</i>

Vol. **7304** Fol. **48**

EXECUTION OUTSIDE NEW SOUTH WALES.

Execution may be proved where the parties are resident:—
 (a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipality or local government corporation of such part, or Justice of the Peace for such part, or the Governor or Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
 (b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.
 (c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counselor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

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

Sewer Service Diagram

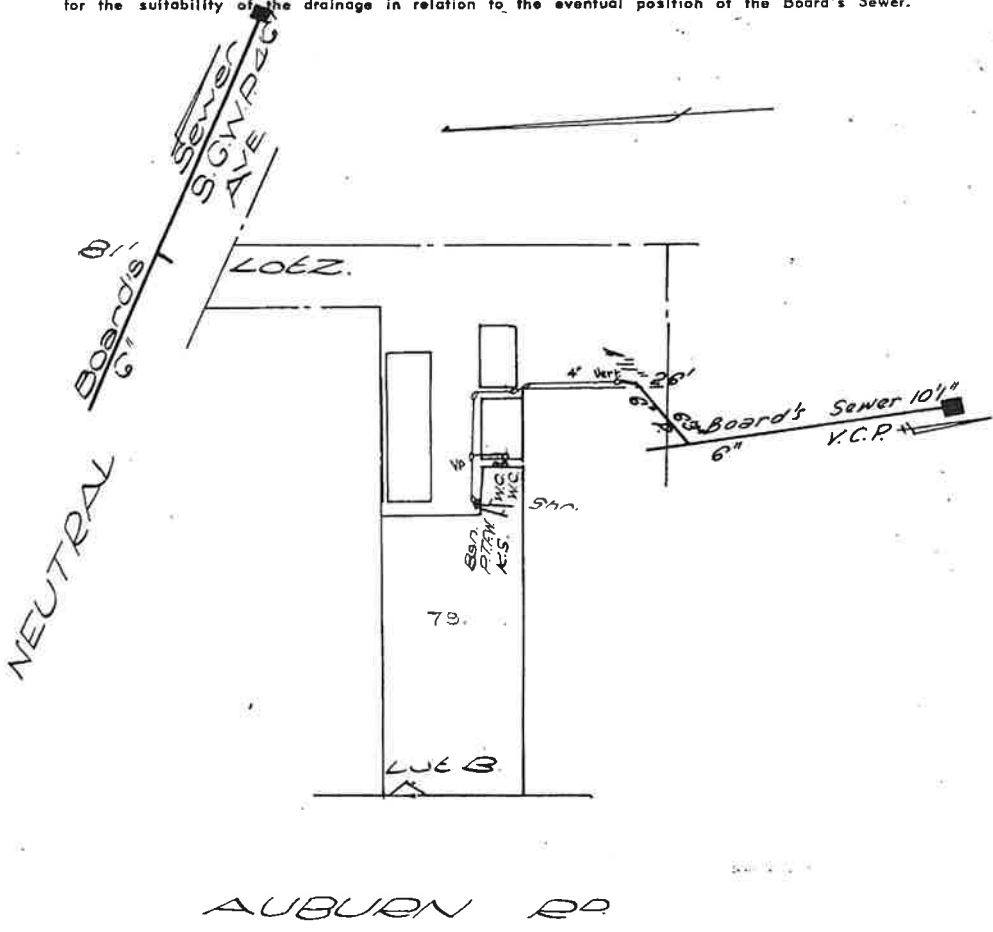
Application Number: 8002976036

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM
 Municipality of *Bankstown* No. *391006*
SYMBOLS AND ABBREVIATIONS *Handwritten*

<input type="checkbox"/> Boundary Trap	<input checked="" type="checkbox"/> R.V. Reflex Valve	I.P. Induct Pipe	Bas. Basin
<input type="checkbox"/> Pit	<input type="checkbox"/> C.E. Cleaning Eye	M.F. Mica Flap	Shr. Shower P/L
<input checked="" type="checkbox"/> G.I. Grease Interceptor	<input type="checkbox"/> VERT. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
<input type="checkbox"/> Gully	<input type="checkbox"/> V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
<input checked="" type="checkbox"/> P.T.P. Trap	<input type="checkbox"/> S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste
<input checked="" type="checkbox"/> R.S. Reflex Sink	<input type="checkbox"/> D.C.C. Down Cast Cowl	B.W. Bath Waste	W.M. Washing Machine

SCALE: 40 FEET TO AN INCH.

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



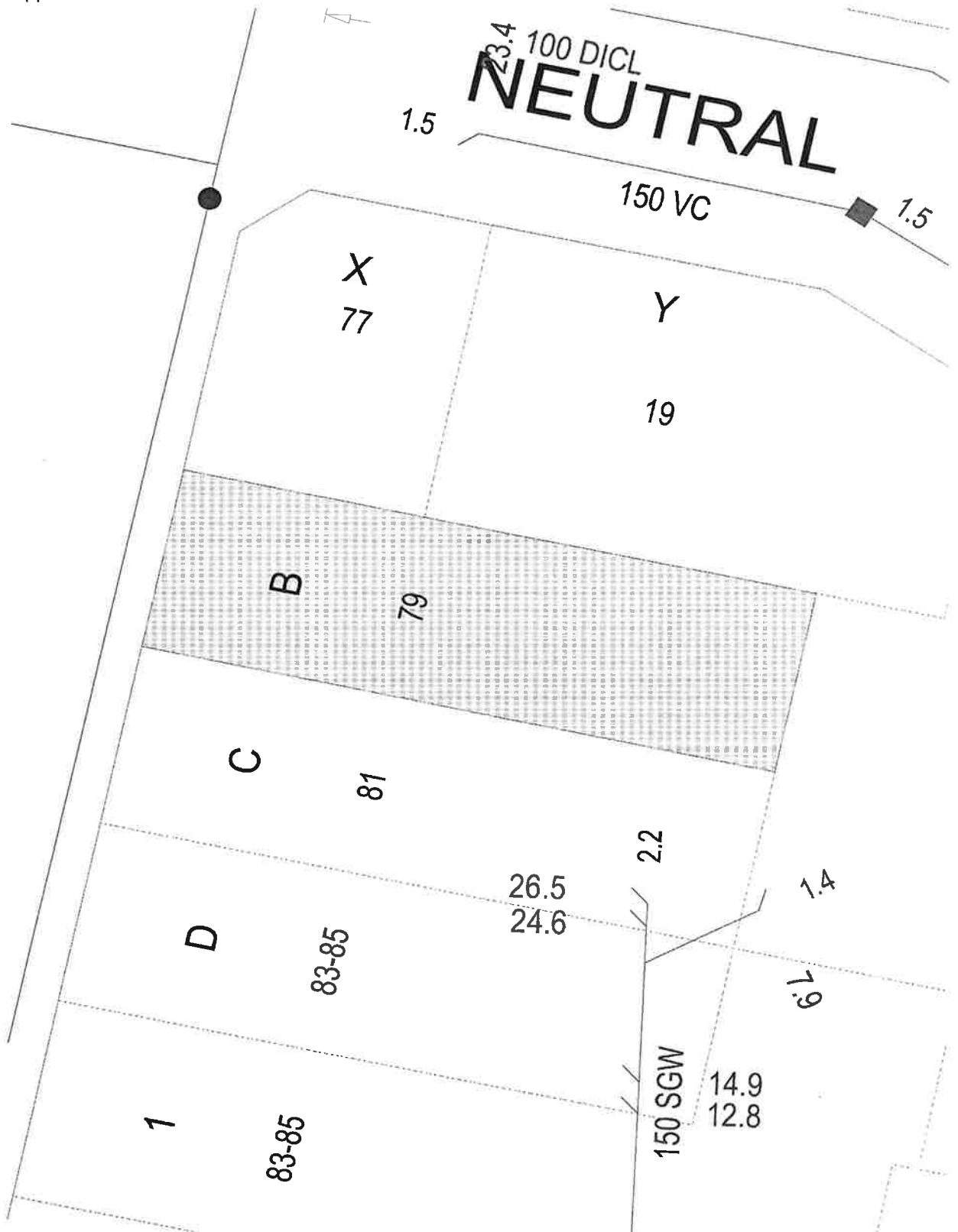
RATE No. _____ W.C.s. _____ U.C.s. _____ 19 _____
 SHEET No. *6672* OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE		PLUMBING	
Supervised by	DATE	BRANCH OFFICE	Supervised by
Inspector	/ /	Date	Inspector
Examined by	/ /	Outfall	<i>234/688</i>
Chief Inspector	/ /	Drainer	<i>652 488</i>
Tracing Checked	/ /	Plumber	
		Boundary Trap	
		is/is not required.	

Disclaimer

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

Service Location Print
Application Number: 8002976025



Document generated at 22-11-2023 01:40:51 PM

Disclaimer

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

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MHT)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bands	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as Indicated	
		Private Mains	
		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

Disclaimer

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Pipe Types

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

Further Information

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

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

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

Disclaimer

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Sewer Service Diagram

Application Number: 8002975999

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM
 Municipality of **BANKSTOWN** No. 541406

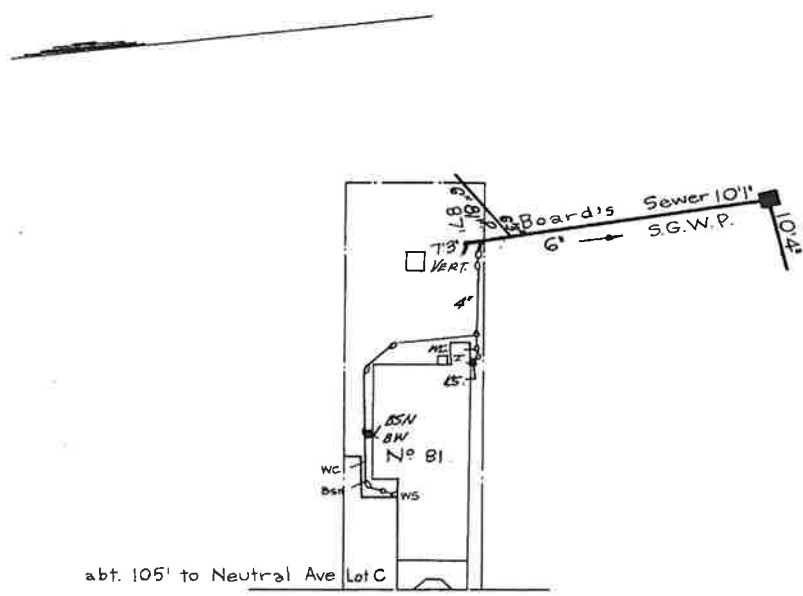
COSTOPULOS

<input type="checkbox"/> Boundary Trap	<input checked="" type="checkbox"/> R.V. Reflex Valve	I.P. Insect Pipe	Bsn. Basin
<input type="checkbox"/> Pit	CE. Cleaning Eye	M.F. Mica Flap	Shr. Shower
<input checked="" type="checkbox"/> G.I. Grease Interceptor	VERT. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
<input type="checkbox"/> Gully	V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
<input checked="" type="checkbox"/> P.T. P. Trap	S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste
<input checked="" type="checkbox"/> R.S. Reflex Sink	D.C.C. Down Cast Cowl	B.W. Bath Waste	W.M. Washing Machine

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

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



abt. 105' to Neutral Ave Lot C

AUBURN ROAD

RATE No. 04-04517 W.C.s. _____ U.C.s. _____ 19_____
 SHEET No. 6672 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth			Date		
Shr	Inspector		Outfall <u>N/S</u> ^{HL} _{LL}	Inspector	
Bsn.	Examined by		Drainer		
K.S.			Plumber		
T.	Chief Inspector		Boundary Trap		
Pig.			is/ is not required		
Dge. Int.	Tracing Checked				
Dge. Ext.					

576 599
1425 271

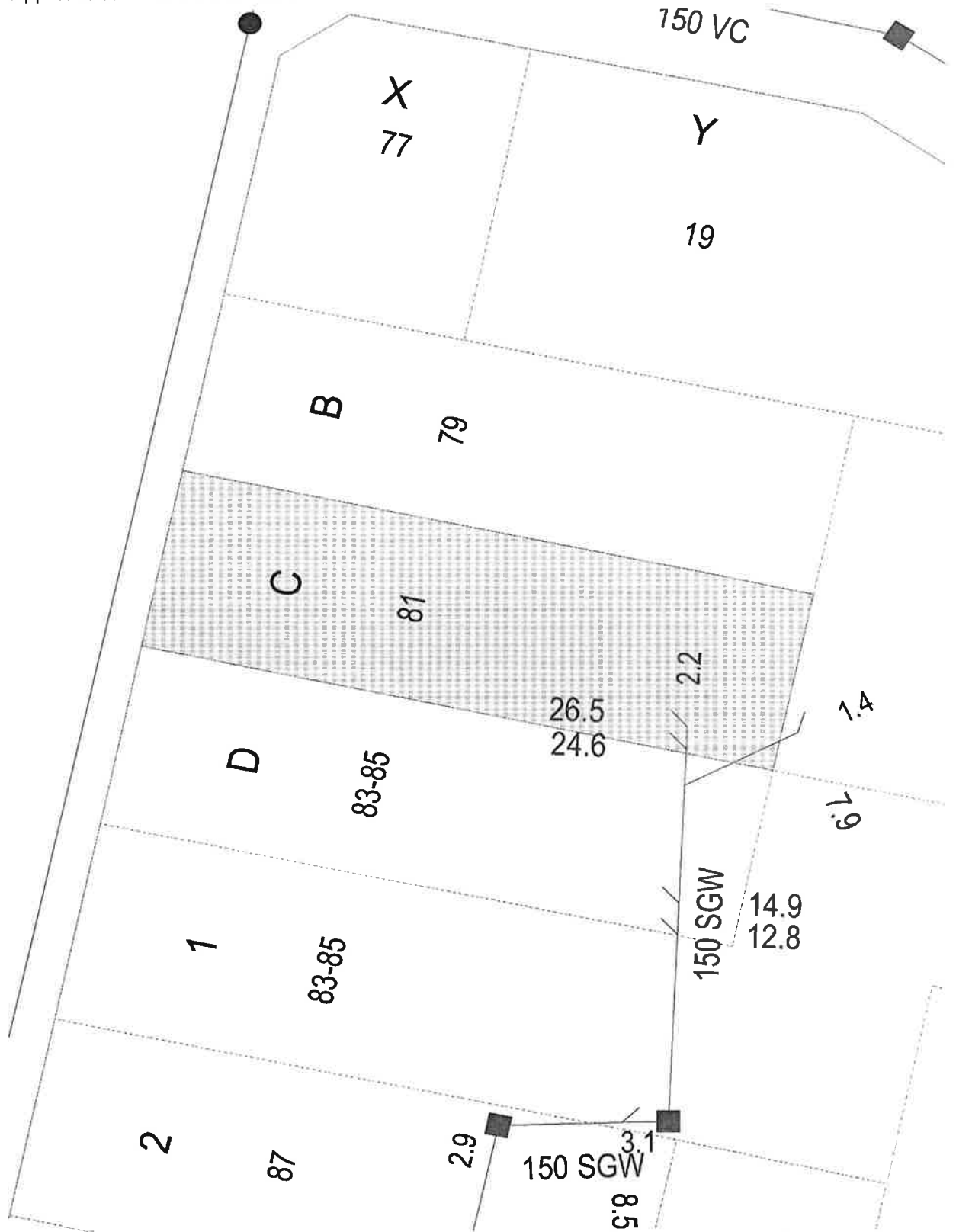
Se 2

Document generated at 22-11-2023 01:40:28 PM

Disclaimer

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

Service Location Print
Application Number: 8002975998



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Disclaimer

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Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve 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	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

Disclaimer

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Pipe Types

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

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22 November 2023

Infotrack Pty Limited

Reference number: 8002976039

Property address: Lot 2 Neutral Ave Birrong NSW 2143

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

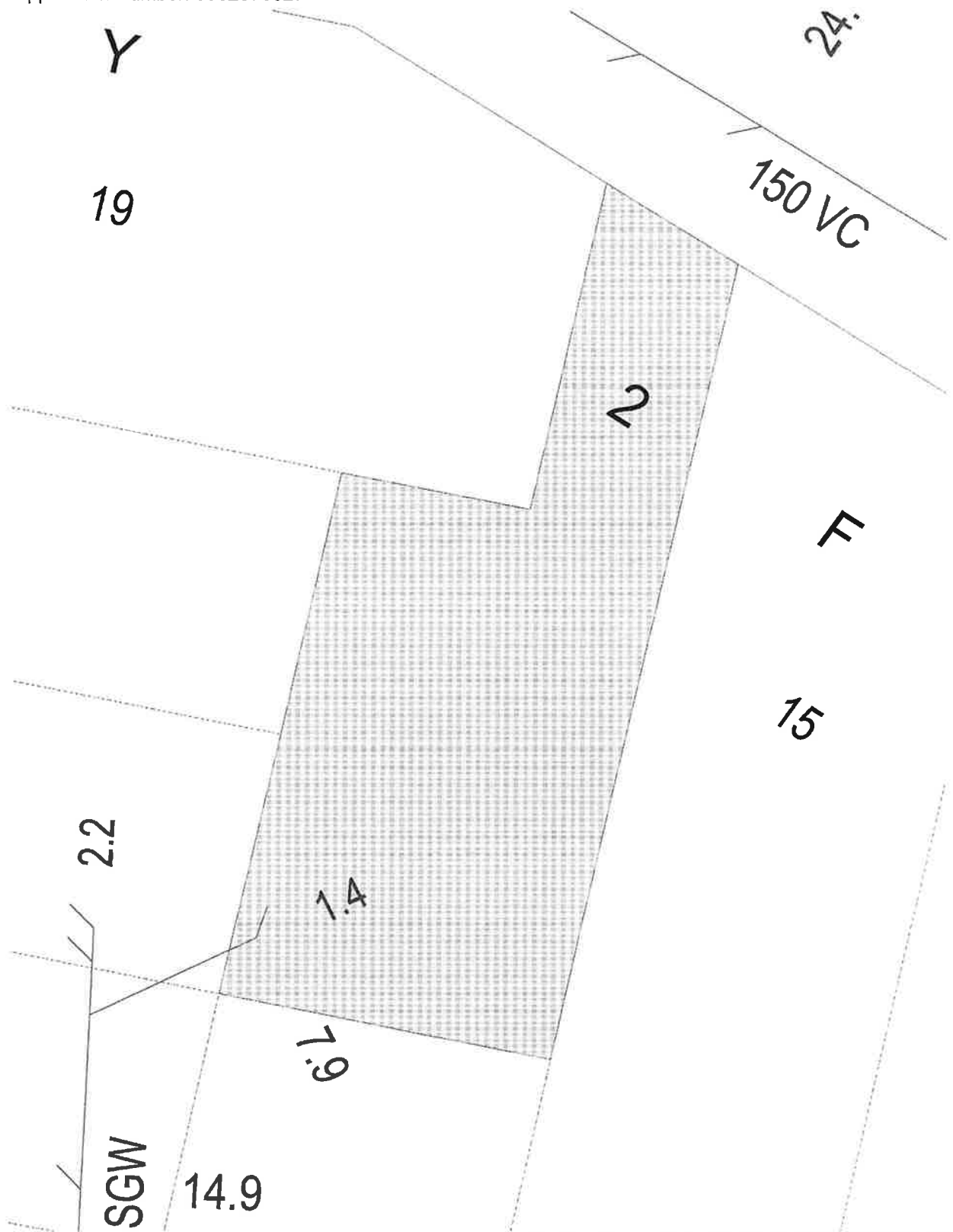
The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Jodie Gray
Manager Customer Accounts

Service Location Print
Application Number: 8002976027



Document generated at 22-11-2023 01:41:12 PM

Disclaimer

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Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
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Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
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Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
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		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
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Vacuum Sewer		Private Mains	
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Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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FL BAR	Forged Locking Bar	GI	Galvanised Iron
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PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
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SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
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Sewer Service Diagram

Application Number: 8002976044

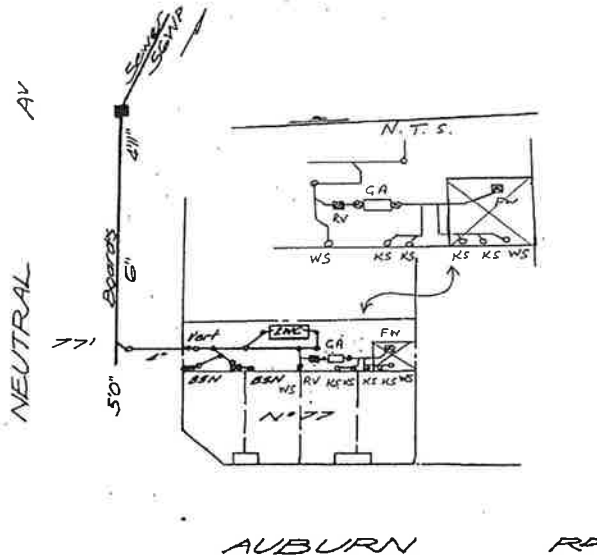
METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM
Municipality of *Barkston* No. *548049*

SYMBOLS AND ABBREVIATIONS			
<input type="checkbox"/> Boundary Trap	<input checked="" type="checkbox"/> R.V. Reflex Valve	I.P. Induct Pipe	Bsn. Basin
<input type="checkbox"/> Pit	— Cleaning Eye	M.F. Mica Flap	Shr. Shower
<input checked="" type="checkbox"/> G.I. Grease Interceptor	○ VERT. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
<input type="checkbox"/> Gully	○ V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
<input checked="" type="checkbox"/> P.T.P. Trap	○ S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste
<input checked="" type="checkbox"/> R.S. Reflex Sink	D.C.C. Down Cast Cow	B.W. Bath Waste	W.M. Washing Machine

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

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



RATE No. _____ W.C.s. _____ U.C.a. _____ 19____

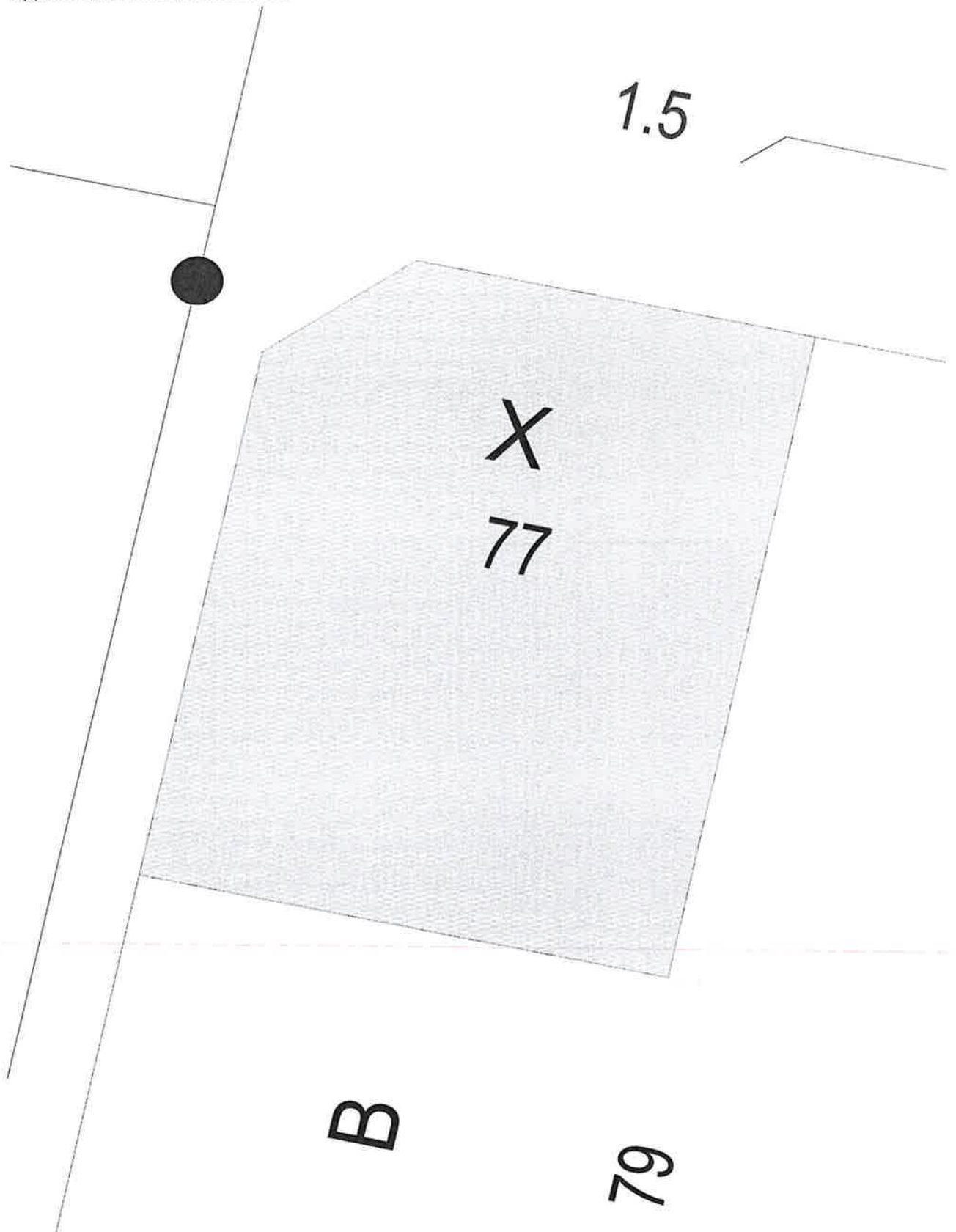
SHEET No. *6672* OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING	
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by
Bth	Inspector	/ / /	Date	Inspector
Shr.			Outfall	
Bsn.	Chief Inspector	/ / /	Drainer	612 080
K.S.			Plumber	
T.	Tracing Checked	/ / /	Boundary Trap	
Pig.			is/is not required	
Dgo. Int.				Sa 2
Dgo. Ext.				

Disclaimer

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

Service Location Print
Application Number: 8002975997



Document generated at 22-11-2023 01:40:07 PM

Disclaimer

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

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to Invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve 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	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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Pipe Types

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

Further Information

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

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

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

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