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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Rey Properties Unit 3 39 Memorial Avenue Liverpool NSW 2170	**phone**: (02) 8750 8609 **email**: ujjwal@reyproperties.com.au **ref**: Ujjwal Subedi
co-agent		
vendor	Farhad Zahak 26 Oats Street Austral NSW	
vendor's solicitor	Juris Australia Lawyers NSW PO Box 63, Granville 2142	**phone**: 02 9687 4748 **email**: info@jurisaustralia.com.au **ref**: 2026098
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	26 Oats Street Austral NSW 2179 LOT 19 DEPOSITED PLAN 1260171 Folio Identifier 19/1260171	
	☐ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

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

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

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

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

buyer's agent

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

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SIGNING PAGE

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

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Choices

Vendor agrees to accept a ***deposit-bond***	☐ NO ☐ yes
Nominated *Electronic Lodgment Network (ELN)* (clause 4)	PEXA- Juris Australia Lawyers NSW
Manual transaction (clause 30)	☒ NO ☐ yes (if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

Land tax is adjustable	☐ NO	☒ yes	
GST: Taxable supply	☒ NO	☐ yes in full	☐ yes to an extent
Margin scheme will be used in making the taxable supply	☒ NO	☐ yes	

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

☐ 61

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

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

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

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

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

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

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

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Cooling off period (purchaser's rights)

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

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

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

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

3 There is NO COOLING OFF PERIOD—

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

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

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

(d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.

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

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

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

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

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

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

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

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

8. **The purchaser should arrange insurance as appropriate.**

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

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

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

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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

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

2.4 The purchaser can pay any of the deposit by –

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

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

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

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

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

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

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

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

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

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

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

3 Deposit-bond

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

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

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

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

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

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

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

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

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

4 Electronic transaction

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

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

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

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

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

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

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

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

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13 Goods and services tax (GST)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

● Vendor

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

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

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

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

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20.16 Each *party* consents to –

20.16.1 any *party* signing this contract electronically; and

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

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

21 Time limits in these provisions

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

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

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

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

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

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

23 Strata or community title

● Definitions and modifications

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

23.2 In this contract –

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

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

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

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

23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;

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

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

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

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

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

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

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

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

● Adjustments and liability for expenses

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

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

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

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

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

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

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

● Notices, certificates and inspections

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

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

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

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

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

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

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

● Meetings of the owners corporation

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

24 Tenancies

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

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

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

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

24.4.1 the vendor must allow or transfer –

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

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

24.4.3 the vendor must give to the purchaser –

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

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

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

25 Qualified title, limited title and old system title

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

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

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

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

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

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

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

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

25.5 An abstract of title –

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

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

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

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

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

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

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

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

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

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

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

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

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

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

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

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

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

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

30 Manual transaction

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

● Transfer

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

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

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

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

● Place for completion

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

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

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

● Payments on completion

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

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

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

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

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

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32 Residential off the plan contract

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

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

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

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

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

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SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

BETWEEN

Farhad Zahak, of 26 Oats Street Austral NSW 2179

(**Vendors**)

AND

of (**Purchaser**)

1. Inconsistency and Severability

If there is any inconsistency in this contract between the printed clauses and these special conditions, these special conditions shall prevail to the extent of that inconsistency. The enforceability of any provision of this Contract does not affect the enforceability of any other provisions

2. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

3. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

(a) In its present condition and state of repair;

(b) Subject to all defects latent and patent;

(c) Subject to any infestations and dilapidation;

(d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and

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

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

4. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 8% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

5. Rescheduling Settlement

In the event that the purchaser requires settlement to be rescheduled after being booked through no fault of the vendor, then the purchaser(s) shall pay on completion an amount of $110.00 for each time settlement is rescheduled being the estimate costs incurred by the vendor to cover legal costs and expenses incurred as consequence of the delay.

6. Notice to Complete

For the purpose of clause 15, the parties acknowledge that fourteen (14) days shall be sufficient notice in any Notice to Complete issued to make time of the essence of this contract.

If the purchaser does not complete this contract through no fault of the vendor which requires the vendor to serve a notice to complete on the purchaser(s), then the purchaser (s) will pay the vendor's solicitor an amount of $350.00 plus GST on completion to cover the cost vendor additional legal fees for the issuing of such notice.

7. Electronic Conveyancing

Notwithstanding anything else herein contained the parties agree that completion of this matter is to be via electronic conveyancing PEXA.

Should both the purchaser (s) representative and Incoming mortgagee/Bank

(if any) be a subscriber on PEXA but choose, for whatever reason, not to transact the completion of the matter via PEXA a fee of $165.00 will be payable on completion being the estimated additional legal costs of the vendor's solicitor to complete the matter outside of PEXA. Provided that should either the purchaser (s)'s representative or their bank (if any) not be a subscriber on PEXA the fee of $165.00 will not be payable.

8. Agent

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

9. Smoke alarms

The property has smoke alarms installed.

10. Swimming pool

The property has no swimming pool.

11. Deposit bond

(a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.

(b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.

(c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.

(d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

12. Purchaser's Acceptance of discharge and withdrawals

Upon completion the vendor will hand to the purchaser a property form of discharge of mortgage or withdrawal of Caveat as the case may be in registrable form in respect of any mortgage or caveat registered on the title to the property and will allow the purchaser the registration fee payable thereon and the purchaser shall make no requisition or objection requiring the registration of such discharge or withdrawal prior to completion.

13. Whole of Agreement

The parties shall not be bound by any representation, warranty, condition, promise or other statement not set out in writing in full in this contract whether made by a party or any other person acting or purporting to act on behalf of a party.

14 Condition of Property/Improvements

The purchaser warrants to the vendor that;

a) The purchaser enters into this contract solely in reliance upon his own inspections of the property and improvements or inspections made on the purchaser's behalf and not in reliance on any statement of the vendor or anyone on the vendor's behalf;

b) No-one on the vendor's behalf has made any representation with respect to the condition of the property; and

c) The purchaser is purchasing the property and improvements in its present condition (fair wear and tear accepted) and state of repair subject to any infestation and dilapidation and shall make no objection or requisition or claim for compensation in respect of the same.

15. Acknowledgement of Non-Compliance

The purchaser acknowledges that the improvements may not comply with all relevant legislation. The purchaser accepts the property subject to the disclosures contained in this clause and must not make objection, requisitions or claim for compensation or rescind or terminate this contract or delay completion because of any matter arising either directly or indirectly from the matters disclosed in this clause.

16. Credit

The purchaser warrants to the vendor that either:

a) The purchaser does not require credit in order to complete this contract; or

b) The purchaser has obtained credit, upon reasonable terms, and in a sufficient amount to enable completion of this contract; and

c) The purchaser acknowledges that the vendor relies upon this warranty in entering into this contract.

For the purposes of this further condition, the word "credit" has the same meaning as that ascribed to it by section 4(1) of the consumer credit (New South Wales) code.

17. Goods and Services Tax (GST)

a) Without in any way negating, limiting or restricting Clauses 13.7 and 13.8:

b) The purchaser warrants that the subject property will be used by the purchaser predominantly for residential purposes.

c) The warranty shall not merge on completion.

d) If the purchaser breaches this warranty this warranty the purchaser will indemnify the vendor in relation to any liability for goods and services tax, interest and penalties thereon which the vendor may have by reason of the supply of the property being a taxable supply within the meaning of section 9-5 of A New Tax System (Goods and Services Tax) Act 1999.

18. Zoning Certificate

a) The purchaser acknowledges the vendor's specific disclosure in the section 10.7(2) Certificate of the Environmental Planning instruments which affect the property and the purchaser represents and warrants that it has inspected the planning instruments (and draft Environmental Planning instruments, if applicable) and any documents or provision incorporated in or created under them and is aware of all restrictions and prohibitions contained in those instruments.

b) Where the information, express or implied, contained in the section 10.7(2) Certificate is inconsistent with the disclosure in the preceding clause then the disclosure in the preceding clause above shall prevail to the extent of any inconsistency.

19. Sewerage Service Diagram

Annexed to the contract is a copy of the sewerage service diagram currently available from Sydney Water in respect of the subject property. The vendor discloses and the purchaser acknowledged being aware of the said diagram. The

purchaser will not make any objection requisition or claim for compensation in respect of the accuracy or completeness of the said diagram.

20. Stamp Duties

The purchaser must pay all stamp duties (including penalties and fines) which are payable in connection with this contract and indemnifies the vendor against any liability which results from default, delay or omission to pay those duties or failure to make property disclosures to the office of Renew NSW in relation to those duties. The right continues after completion.

21. Release of the Deposit

The purchaser gives the vendor permission to use the deposit or any part thereof as a deposit upon the purchase of the vendor of a property and/or to pay stamp duty on the contract for purchase thereof.

If the vendor requires the deposit or any part of it for the purposes aforesaid the deposit-holder is hereby authorised by the parties to this contract to release the deposit or any part of it to the vendor and upon receipt of a direction by the vendor or his solicitor requiring the release of the deposit, the deposit holder shall account for it to the vendor or as the case may direct and thereupon cease to be the deposit holder.

22. Deposit less than 10%

The vendor and the purchaser agree that the deposit payable pursuant to this contract is ten per cent (10%) of the price. If the vendor agrees, the purchaser may pay the 10% deposit by instalments in the following manners (time is the essence);

a) Five percent (5%) on exchange; and
b) The balance of five percent (5%) shall be payable on the earlier of the date of completion, or the date when the vendor is entitled to forfeit the deposit in accordance with clause 9.

If the purchaser does not make the deposit payment in accordance with this special condition, vendor shall be entitled, in addition to any rights and remedies available at law or equity, to sue the purchaser for the difference between ten (10%) of the price and the amount of actually paid by the purchaser pursuant to this special condition. This special condition shall not merge on completion.

23. Guarantors

Only applicable if purchaser is a company or trust of a company, then the Guarantor to sign the Deed of Guarantee and Indemnity.

a) If the purchaser is a company, the persons attesting this contract for and on behalf of the company shall be deemed to be the guarantor.
b) If there is more than one guarantor the covenants and agreements upon this guarantor under this contract shall bind them jointly and severally.
c) The guarantor must upon execution of the contract, execute and return to the vendor's solicitor the deed of guarantee annexed hereto and marked "A" prior to exchange of contracts.

24. Survey Report and Building Certificate

The purchaser acknowledges that the vendor is not in possession of a building certificate under the Environmental Planning and Assessment Act 1979 NSW (Building Certificate) and the purchaser must not request the vendor to supply a survey report or building certificate on or before completion.

Despite anything contained in this contract or rule of law to the contrary, the vendor is not require to do any work or expend any work or expend any money on or in relation to the property not to make application for or do anything towards obtaining a Building Certificate.

If the purchaser wishes to obtain a Building Certificate the purchaser must apply for it at the purchaser's expense. If the relevant local council refuses or fails to issue the building certificate, the reason for the refusal or failure will not constitute a defect in title and the purchaser must not make any objection requisition or claim for compensation or seek to rescind or terminate this contract or to delay completion because of any matter arising from an application for building certificate.

25. FIRB Approval

The purchaser warrants to the vendor that if it is a "foreign corporation" or a "foreign person" "defined in the Foreign Acquisition & Takeovers Act 1975 ("hereafter the act), it has obtained the consent of the Foreign Investment Review Board ("hereafter FIRB") in accordance with the provision 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.

26. Guarantee for corporate purchaser

In consideration of the vendor contracting with the corporate purchaser **[** insert guarantors full names **]** (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by)
the guarantors in the presence of:)

_____
Signature

_____
Signature of Witness

_____
Print Name of Witness

27. Conditions of sale of land by auction

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

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

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

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

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

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

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

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

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

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

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

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

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

3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by

auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

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

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

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

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

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 19/1260171

SEARCH DATE	TIME	EDITION NO	DATE
11/3/2026	5:37 PM	2	12/7/2021

LAND

LOT 19 IN DEPOSITED PLAN 1260171
AT AUSTRAL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1260171

FIRST SCHEDULE

FARHAD ZAHAK (T AR233050)

SECOND SCHEDULE (7 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP1260171 EASEMENT FOR MAINTENANCE AND ACCESS 0.9 METRE(S) WIDE REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
3 DP1260171 EASEMENT FOR MAINTENANCE AND ACCESS 0.9 METRE(S) WIDE REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
4 DP1260171 EASEMENT FOR FOOTINGS AND SUPPORT OF RETAINING WALL 0.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
5 DP1260171 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (15) IN THE S.88B INSTRUMENT
6 DP1260171 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT
7 AR233051 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

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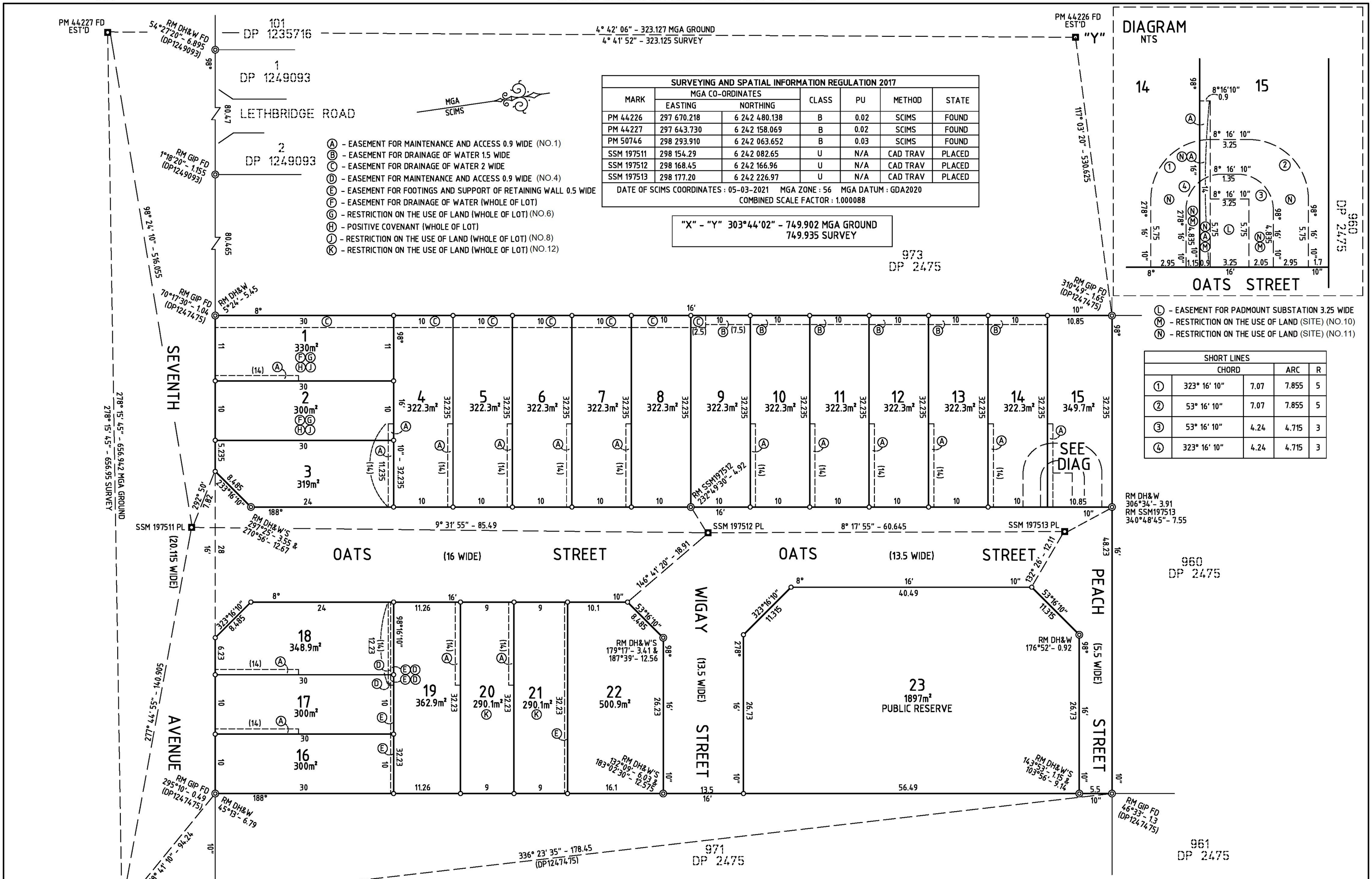

Ⓐ - EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE (NO.1)
Ⓑ - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
Ⓒ - EASEMENT FOR DRAINAGE OF WATER 2 WIDE
Ⓓ - EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE (NO.4)
Ⓔ - EASEMENT FOR FOOTINGS AND SUPPORT OF RETAINING WALL 0.5 WIDE
Ⓕ - EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT)
Ⓖ - RESTRICTION ON THE USE OF LAND (WHOLE OF LOT) (NO.6)
Ⓗ - POSITIVE COVENANT (WHOLE OF LOT)
Ⓙ - RESTRICTION ON THE USE OF LAND (WHOLE OF LOT) (NO.8)
Ⓚ - RESTRICTION ON THE USE OF LAND (WHOLE OF LOT) (NO.12)

MGA SCIMS

SURVEYING AND SPATIAL INFORMATION REGULATION 2017						
MARK	MGA CO-ORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
PM 44226	297 670.218	6 242 480.138	B	0.02	SCIMS	FOUND
PM 44227	297 643.730	6 242 158.069	B	0.02	SCIMS	FOUND
PM 50746	298 293.910	6 242 063.652	B	0.03	SCIMS	FOUND
SSM 197511	298 154.29	6 242 082.65	U	N/A	CAD TRAV	PLACED
SSM 197512	298 168.45	6 242 166.96	U	N/A	CAD TRAV	PLACED
SSM 197513	298 177.20	6 242 226.97	U	N/A	CAD TRAV	PLACED
DATE OF SCIMS COORDINATES : 05-03-2021 MGA ZONE : 56 MGA DATUM : GDA2020 COMBINED SCALE FACTOR : 1.000088						

"X" - "Y" 303°44'02" - 749.902 MGA GROUND
749.935 SURVEY

SHORT LINES				
	CHORD		ARC	R
1	323° 16' 10"	7.07	7.855	5
2	53° 16' 10"	7.07	7.855	5
3	53° 16' 10"	4.24	4.715	3
4	323° 16' 10"	4.24	4.715	3

SURVEYOR		PLAN OF SUBDIVISION OF LOT 972 IN DP 1247475	LGA: LIVERPOOL	Registered	DP1260171
Name:	DEAN W COOK		Locality : AUSTRAL	18/06/2021	
Date:	05-03-2021		Reduction Ratio 1: 400		
Reference:	S2861-77608-DP2		Lengths are in metres		

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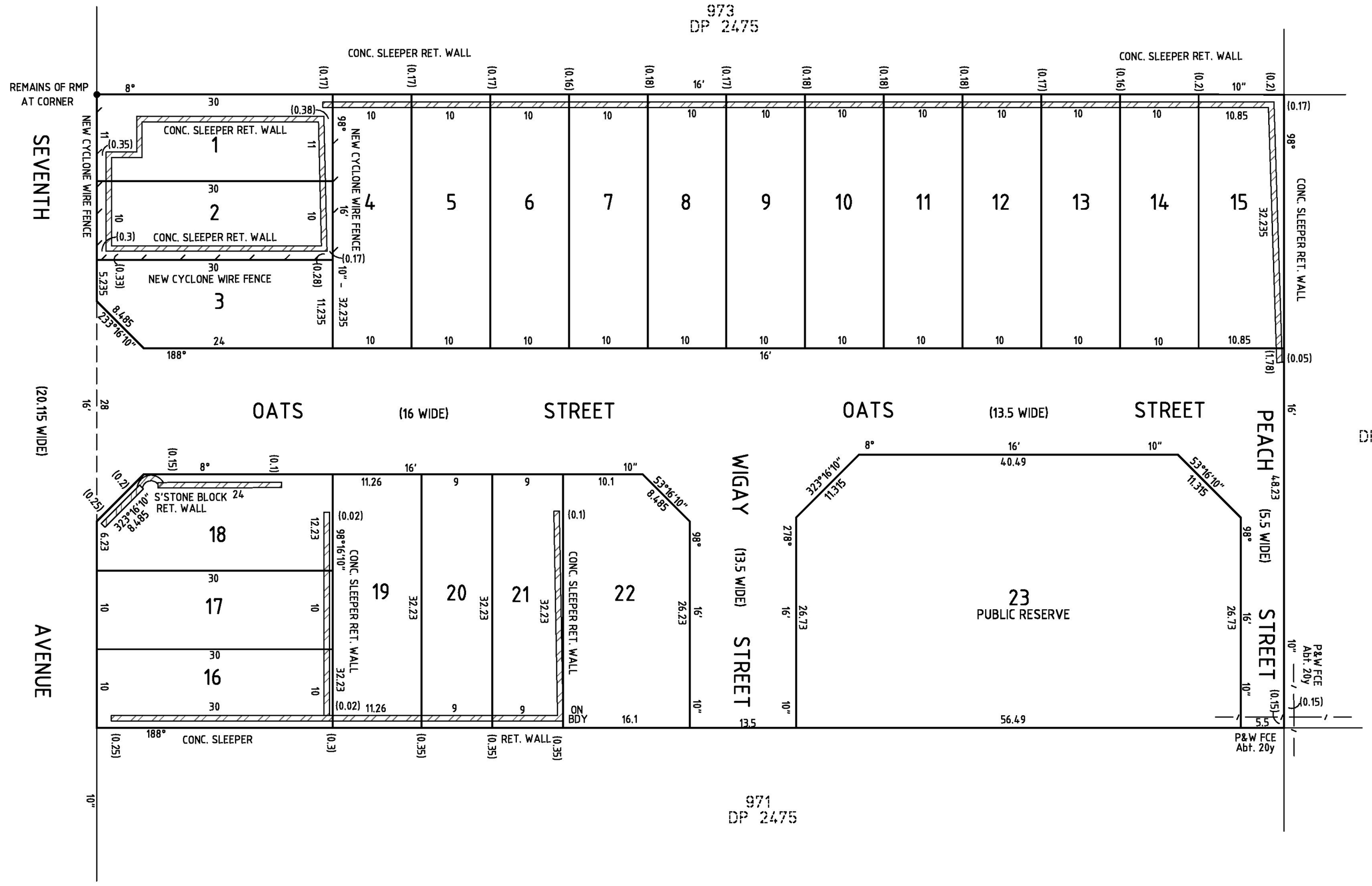

SURVEYOR		PLAN OF SUBDIVISION OF LOT 972 IN DP 1247475	LGA: LIVERPOOL	Registered	DP1260171
Name:	DEAN W COOK		Locality : AUSTRAL	18/06/2021	
Date:	05-03-2021		Reduction Ratio 1: 400		
Reference:	S2861-77608-DP2		Lengths are in metres		

00 10 20 30 40 50 Table of mm 90 100 110 120 130 140

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PLAN FORM 6_E (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)

Office Use Only

Registered: 18/06/2021

Title System: TORRENS

Office Use Only

DP1260171

PLAN OF SUBDIVISION

OF LOT 972 IN DP 1247475

LGA: LIVERPOOL

Locality: AUSTRAL

Parish: CABRAMATTA

County: CUMBERLAND

Survey Certificate

I, DEAN W COOK

of BURTON & FIELD PTY. LTD. PO BOX 242 LIVERPOOL 1871

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

(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on 05-Mar-2021

(b) ~~Partial Survey~~

(c) ~~Compilation~~

Datum Line: "X" - "Y"

Type: Urban ☑ Rural ☐

Signature: D. Cook Dated: 11-Mar-2021

Surveyor Identification No: 8869

Surveyor registered under the *Surveying and Spatial Information Act 2002*

~~Crown Lands NSW/Western Lands Office Approval~~

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

~~Signature:~~

~~Date:~~

~~File Number:~~

~~Office:~~

Subdivision Certificate

I, STEPHEN MONTE

Authorised Person certify that the provisions of section 6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: S. Monte

Consent Authority: LIVERPOOL CITY COUNCIL

Date of endorsement: 11-06-2021

Subdivision Certificate number: SC-78/2021

File number: DA-277/2019

Plans used in the preparation of survey.

DP 2475
DP 1249093
DP 1247475

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

IT IS INTENDED TO DEDICATE:
1. OATS STREET (16 WIDE & 13.5 WIDE)
2. WIGAY STREET (13.5 WIDE)
3. PEACH STREET (5.5 WIDE)
TO THE PUBLIC AS PUBLIC ROAD
4. IT IS INTENDED TO DEDICATE LOT 23 TO THE PUBLIC AS PUBLIC RESERVE

Surveyor's Reference: S2861-77608-DP2

Signatures, Seals and Section 88B Statements should appear on the following sheet(s)

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PLAN FORM 6_E (2020) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 4 sheet(s)

Office Use Only

Registered: 18/06/2021

Office Use Only

DP1260171

PLAN OF SUBDIVISION

OF LOT 972 IN DP 1247475

Subdivision Certificate number: SC-78/2021

Date of Endorsement: 11-06-2021

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

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

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

1. EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE (A)
2. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (B)
3. EASEMENT FOR DRAINAGE OF WATER 2 WIDE (C)
4. EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE (D)
5. EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT) (F)
6. RESTRICTION ON THE USE OF LAND (WHOLE OF LOT) (G)
7. POSITIVE COVENANT (WHOLE OF LOT) (H)
8. RESTRICTION ON THE USE OF LAND (WHOLE OF LOT) (J)
9. EASEMENT FOR PADMOUNT SUBSTATION 3.25 WIDE (L)
10. RESTRICTION ON THE USE OF LAND (M)
11. RESTRICTION ON THE USE OF LAND (N)
12. RESTRICTION ON THE USE OF LAND (WHOLE OF LOT) (K)
13. RESTRICTION ON THE USE OF LAND
14. EASEMENT FOR FOOTINGS AND SUPPORT OF RETAINING WALL 0.5 WIDE (E)
15. RESTRICTION ON THE USE OF LAND (WHOLE OF LOT)
16. RESTRICTION ON THE USE OF LAND (WHOLE OF LOT)

STREET ADDRESS FOR ALL LOTS ARE NOT AVAILABLE.

If space is insufficient use additional annexure sheet

Surveyor's Reference: S2861-77608-DP2

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PLAN FORM 6_E (2020) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 4 sheet(s)

Office Use Only

Registered: 18/06/2021

Office Use Only

DP1260171

PLAN OF SUBDIVISION

OF LOT 972 IN DP 1247475

Subdivision Certificate number: SC-78/2021

Date of Endorsement: 11-06-2021

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

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

Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified.

Company name : BURAQ AFFORDABLE HOMES 1 PTY LIMITED

Company ACN or ABN : 14 621 701 942

Authority : section 127 of the Corporations Act 2001

Signature :

Name : TARIQ NIAZ

Position : Director

Signature :

Name : MUHAMMAD AFZAL RAJA

Position : Secretary

Surveyor's Reference: S2861-77608-DP2

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PLAN FORM 6_E (2020) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 4 sheet(s)

Office Use Only

Registered: 18/06/2021

Office Use Only

DP1260171

PLAN OF SUBDIVISION

OF LOT 972 IN DP 1247475

Subdivision Certificate number: SC-78/2021

Date of Endorsement: 11-06-2021

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

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

EXECUTION BY MORTGAGEE

Centaur Property Holdings Pty Ltd (ACN 165705 662)

Signature	Signature
Joshua Rowe	Weiss Lin
Name of Director	Name of Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: S2861-77608-DP2

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

Lengths are in metres (Sheet 1 of 12 sheets)

PLAN

DP1260171

Plan of Subdivision of Lot 972 in Deposited Plan Number 1247475 Covered by Subdivision Certificate No. SC-78/2021 Dated 11-06-2021

Full name and address of the proprietor of the land:

BURAQ AFFORDABLE HOMES 1 PTY LTD
40 EDWARD STREET
BEXLEY NSW 2207

PART 1 (CREATION) SCHEDULE OF LOTS ETC. AFFECTED

NUMBER OF ITEM	IDENTITY OF EASEMENT OR RESTRICTION TO BE CREATED AND REFERRED TO IN THE PLAN	BURDENED LOT	LOT / AUTHORITY BENEFITED
1.	EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE (A)	1 2 3 4 5 6 7 10 11 12 13 14 15 17 18 19 20	2 4 4 5 6 7 8 9 10 11 12 13 14 16 17 20 21
2.	EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (B)	~~8~~ 9 10 11 12 13 14	~~9,10,11,12,13,14,15~~ D.C 18/6/21 10,11,12,13,14,15 11,12,13,14,15 12,13,14,15 13,14,15 14,15 15
3.	EASEMENT FOR DRAINAGE OF WATER 2 WIDE (C)	1 4 5 6 7 8 9	4,5,6,7,8,9,10,11,12,13,14,15 5,6,7,8,9,10,11,12,13,14,15 6,7,8,9,10,11,12,13,14,15 7,8,9,10,11,12,13,14,15 8,9,10,11,12,13,14,15 9,10,11,12,13,14,15 10,11,12,13,14,15

D.C 18/6/21

Attesting Witness

Authorised Officer
Liverpool City Council

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PLAN

DP1260171

Plan of Subdivision of Lot 972 in Deposited Plan Number 1247475
Covered by Subdivision Certificate No. SC-78/2021 Dated 11-06-2021

4.	EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE (D)	17 18	19 19
5.	EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT) (F)	1,2	LIVERPOOL CITY COUNCIL
6.	RESTRICTION ON THE USE OF LAND (WHOLE OF LOT) (G)	1,2	LIVERPOOL CITY COUNCIL
7.	POSITIVE COVENANT (WHOLE OF LOT) (H)	1,2	LIVERPOOL CITY COUNCIL
8.	RESTRICTION ON THE USE OF LAND (WHOLE OF LOT) (J)	1,2	LIVERPOOL CITY COUNCIL
9.	EASEMENT FOR PADMOUNT SUBSTATION 3.25 WIDE (L)	15	EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 59 253 130 878
10.	RESTRICTION ON THE USE OF LAND (M)	14,15	EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 59 253 130 878
11.	RESTRICTION ON THE USE OF LAND (N)	14,15	EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 59 253 130 878
12..	RESTRICTION ON THE USE OF LAND (WHOLE OF LOT) (K)	20,21	LIVERPOOL CITY COUNCIL
13.	RESTRICTION ON THE USE OF LAND	3,18	LIVERPOOL CITY COUNCIL
14.	EASEMENT FOR FOOTINGS AND SUPPORT OF RETAINING WALL 0.5 WIDE (E)	16,17,18 21	19 22
15.	RESTRICTION ON THE USE OF LAND (WHOLE OF LOT)	3 – 22 INCLUSIVE	LIVERPOOL CITY COUNCIL
16.	RESTRICTION ON THE USE OF LAND (WHOLE OF LOT)	EACH LOT	EVERY OTHER LOT

Attesting Witness

Authorised Officer
Liverpool City Council

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PLAN

DP1260171

Plan of Subdivision of Lot 972 in
Deposited Plan Number 1247475
Covered by Subdivision Certificate
No. SC-78/2021 Dated 11-06-2021

PART 2 (TERMS).

1. TERMS OF EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The owner of the lot benefited may:

1. with prior reasonable notice given to the Registered Proprietor or Occupier of a lot burdened, use the easement site (being that part of the Burdened Lot shown on the Plan as being affected by the Easement for Maintenance and Access 0.9 wide (and designated 'A') for the purpose of carrying out necessary work on any structure used by the owner of the benefited lot which cannot otherwise be reasonably carried out, and;
   - (a) do anything reasonably necessary for that purpose, including:
     - (i) entering the lot burdened, and
     - (ii) taking anything on to the lot burdened.

2. In exercising those powers, the owner of the lot benefited must:
   - (a) ensure all work on the lot benefited is done properly and carried out as quickly as is practicable, and;
   - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and;
   - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and;
   - (d) restore the lot burdened as nearly as is practicable to its former condition, and;
   - (e) make good any collateral damage.

3. The Registered Proprietor of the burdened lot is not by the creation of this easement prohibited from constructing improvements within the site of the easement being;
   - (a) eaves and/or gutters which may overhang the easement by up to 600mm,
   - (b) roof pergola beam may extend to the boundary across the site of the easement,
   - (c) fencing, gates, retaining walls and landscaping
   - (d) meter boxes for electricity and gas
   - (e) garbage bin storage
   - (f) any other similar structure or improvement which does not significantly interfere with the use and enjoyments of the easement rights of the Proprietor of the Benefited Lot.

4. The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Liverpool City Council to determine any dispute in relation to the Easement for Maintenance & Access and any dispute is a civil matter to be resolved between the relevant parties.

.....
Attesting Witness

.....
Authorised Officer
Liverpool City Council

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PLAN

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Plan of Subdivision of Lot 972 in
Deposited Plan Number 1247475
Covered by Subdivision Certificate
No. SC-78/2021 Dated 11-06-2021

2. TERMS OF EASEMENT SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Terms as defined by Part 8 of Schedule 8 of the Conveyancing Act 1919

3. TERMS OF EASEMENT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Terms as defined by Part 8 of Schedule 8 of the Conveyancing Act 1919

4. TERMS OF EASEMENT FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The owner of the lot benefited may:

1. with prior reasonable notice given to the Registered Proprietor or Occupier of a lot burdened, use the easement site (being that part of the Burdened Lot shown on the Plan as being affected by the Easement for Maintenance and Access 0.9 wide (and designated 'D') for the purpose of carrying out necessary work on any structure used by the owner of the benefited lot which cannot otherwise be reasonably carried out, and;
   - (a) do anything reasonably necessary for that purpose, including:
     - (i) entering the lot burdened, and
     - (ii) taking anything on to the lot burdened.

2. In exercising those powers, the owner of the lot benefited must:
   - (a) ensure all work on the lot benefited is done properly and carried out as quickly as is practicable, and;
   - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and;
   - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and;
   - (d) restore the lot burdened as nearly as is practicable to its former condition, and;
   - (e) make good any collateral damage.

3. The Registered Proprietor of the burdened lot is not by the creation of this easement prohibited from constructing improvements within the site of the easement being;
   - (a) eaves and/or gutters which may overhang the easement by up to 600mm,
   - (b) roof pergola beam may extend to the boundary across the site of the easement,
   - (c) fencing, gates, retaining walls and landscaping
   - (d) meter boxes for electricity and gas
   - (e) garbage bin storage
   - (f) any other similar structure or improvement which does not significantly interfere with the use and enjoyments of the easement rights of the Proprietor of the Benefited Lot.

4. The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Liverpool City Council to determine any dispute in relation to the Easement for Maintenance & Access and any dispute is a civil matter to be resolved between the relevant parties.

Attesting Witness

Authorised Officer
Liverpool City Council

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PLAN

DP1260171

Plan of Subdivision of Lot 972 in Deposited Plan Number 1247475 Covered by Subdivision Certificate No. SC-78/2021 Dated 11-06-2021

5. TERMS OF EASEMENT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Terms as defined by Part 8 of Schedule 8 of the Conveyancing Act 1919

6. TERMS OF RESTRICTION ON THE USE OF LAND SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Proprietor of the burdened lot shall not:

(a) Erect, construct or place any building or other structure.

(b) Make alterations to the ground surface levels, grates, pits, kerbs, tanks, gutters or any other structure associated with the on-site stormwater detention system,
within the land so burdened without the prior written consent of Liverpool City Council.

7. TERMS OF POSITIVE COVENANT SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

1. The registered proprietor of the lot hereby burdened will in respect of the On-site Detention and Stormwater Pre-treatment System:

   (a) Permit stormwater to be temporarily detained in the system.
   (b) Keep the system clean and free from silt, rubbish and debris.
   (c) Maintain and repair the whole of the system so that if functions in a safe and efficient manner.
   (d) Replace, repair, alter and renew the whole or part of the system within the time and in the manner specified in a written notice issued by LIVERPOOL CITY COUNCIL.
   (e) Carry out the matters referred to in paragraphs (b), (c), and (d) at the registered proprietor's expense.
   (f) Not to make any alterations to the system or elements thereof without prior consent in writing of LIVERPOOL CITY COUNCIL.
   (g) Permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant.
   (h) Comply with the terms of any written notice issued by LIVERPOOL CITY COUNCIL in respect of the requirements of this covenant within the time stated in the notice.

2. Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:

   (a) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1(d) above; and

.....
Attesting Witness

.....
Authorised Officer
Liverpool City Council

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Plan of Subdivision of Lot 972 in Deposited Plan Number 1247475
Covered by Subdivision Certificate No. SC-78/2021 Dated 11-06-2021

(b) the Council may recover from the registered proprietor in a Court of competent jurisdiction:

(i) Any expense reasonably incurred by it in exercising its powers under sub-paragraph (a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.

(ii) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

This covenant shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

8. TERMS OF RESTRICTION ON THE USE OF LAND EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Proprietor of the burdened lot shall comply with the following:

a) Fencing erected along the road reserve and boundary is to be in accordance with approved Engineering plans (if fencing is not constructed prior to the release of the final plan of subdivision)

b) Such fencing shall not be removed, damaged, destroyed or permitted to fall into disrepair.

c) Fencing is not to be erected other than that approved prior to release of the final plan of subdivision.

9. TERMS OF EASEMENT NINETHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The terms set out in Memorandum No AK104621 registered at NSW Land Registry Services are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

10. TERMS OF RESTRICTION ON THE USE OF LAND TENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

1.0 Definitions

1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

Attesting Witness

Authorised Officer
Liverpool City Council

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PLAN

DP1260171

Plan of Subdivision of Lot 972 in Deposited Plan Number 1247475 Covered by Subdivision Certificate No. SC-78/2021 Dated 11-06-2021

1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.

1.3 **erect** includes construct, install, build and maintain.

1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown denoted on the plan.

2.0 No building shall be erected or permitted to remain within the restriction site unless:

2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and

2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and

2.3 the owner provides the authority benefited with an engineer's certificate to this effect.

3.0 The fire ratings mentioned in clause 2 must be achieved without the use of firefighting systems such as automatic sprinklers.

4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

11. TERMS OF RESTRICTION ON THE USE OF LAND ELEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

1.0 Definitions

1.1 **erect** includes construct, install, build and maintain.

1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown denoted on the plan.

Attesting Witness

Authorised Officer
Liverpool City Council

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PLAN

DP1260171

Plan of Subdivision of Lot 972 in
Deposited Plan Number 1247475
Covered by Subdivision Certificate
No SC-78/2021 Dated 11-06-2021

2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System

3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation distribution system from Epsilon Distribution Ministerial Holding Corporation.

3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

12. TERMS OF RESTRICTION ON THE USE OF LAND TWELVETHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Any dwelling to be erected on the burdened lot is to be sited and constructed in accordance with Approved Building Envelope Plans and notice of determination (Development Consent) issued by Council for Development Application No. 277/2019.

13. TERMS OF RESTRICTION ON THE USE OF LAND THIRTEENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

No vehicular access is permitted from the burdened lot to Seventh Avenue. Driveways are not permitted to be constructed from the burdened lot unless located on the Oats Street frontage in the location shown on the approved Landscape Plan within the Approved Civil Drawings (Council Ref: CCE-16/2020), or as otherwise approved by Council.

14. TERMS OF EASEMENT FOURTEENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

1. The Registered Proprietor of the benfitted lot is entitled to ensure the retaining wall and footings erected along the common boundary of the burdened and benefitted lots, where the Easement for Footings and Support of Retaining Wall 0.5 Wide (denoted 'E') is located, remains.

2. The Registered Proprietor of the burdened lot is not by the creation of this easement prohibited from constructing improvements within the site of the easement being;
   (a) eaves and/or gutters which may overhang the easement.,
   (b) roof pergola beam which may extend to the boundary across the site of the easement,
   (c) fencing, gates, retaining walls and landscaping
   (d) meter boxes for electricity and gas

.....
Attesting Witness

.....
Authorised Officer
Liverpool City Council

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(e) garbage bin storage

(f) any other similar structure or improvement which does not significantly interfere with the use and enjoyments of the easement rights of the Proprietor of the Benefited Lot.

3. The proprietor of the burdened lot must not carry out any work within the site of the easement that undermines the integrity of the retaining wall structure.

4. The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Liverpool City Council to determine any dispute in relation to the Easement for Footings and Support of Wall and any dispute is a civil matter to be resolved between the relevant parties.

15. TERMS OF RESTRICTION ON THE USE OF LAND FIFTEENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

No building or structure shall be erected on the Lot burdened unless the design of the footing system is in accordance with AS2870-2011, as recommended by the Site Classification Report dated 12/05/2021, reference 12803-GR-1-1, by Alliance Geotechnical Pty Ltd.

16. TERMS OF RESTRICTION ON THE USE OF LAND SIXTENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

That for the benefit of any adjoining Lots owned by **BURAQ AFFORDABLE HOMES 1 PTY LTD** but only during the ownership thereof by **BURAQ AFFORDABLE HOMES 1 PTY LTD**, his successors and assigns other than purchasers on sale, no fences shall be erected on the lots hereby burdened to divide the same from such adjoining Lots without the consent of **BURAQ AFFORDABLE HOMES 1 PTY LTD**, but such consent shall not be withheld if such fence is erected without expense to **BURAQ AFFORDABLE HOMES 1 PTY LTD**, and in favour of any person dealing with the Transferee from **BURAQ AFFORDABLE HOMES 1 PTY LTD** such consent shall be deemed to have been given in respect to every such fence for the time being erected.

Name of Authority empowered to Release, Vary or Modify the Easement Firstly, Secondly, Thirdly, Fourthly, Fifthly, and Restrictions Sixthly, Eighthly, Twelvethly, Thirteenthly, Fourteenthly, Fifteenthly and Positive Covenant Seventhly mentioned in the abovementioned plan, provided for any such request, the cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects..

LIVERPOOL CITY COUNCIL

Name of Authority empowered to Release, Vary or Modify the Easement Ninthly, and Restrictions Tenthly and Eleventhly mentioned in the abovementioned plan, provided for any such request, the cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

.....
Attesting Witness

.....
Authorised Officer
Liverpool City Council

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PLAN

DP1260171

Plan of Subdivision of Lot 972 in Deposited Plan Number 1247475 Covered by Subdivision Certificate No. SC-78/2021 Dated 11-06-2021

EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION (ABN 59 253 130 878)

BURAQ AFFORDABLE HOMES 1 PTY LIMITED (ABN: 14 621 701 942)

..... DIRECTOR

11-06-2021 DATE

TARIQ NIAZ

PRINT NAME (CAPITAL LETTERS)

..... DIRECTOR /SECRETARY

11-06-2021 DATE

Muhammad Afzal Raja

PRINT NAME (CAPITAL LETTERS)

..... Attesting Witness

..... Authorised Officer
Liverpool City Council

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PLAN

DP1260171

Plan of Subdivision of Lot 972 in
Deposited Plan Number 1247475
Covered by Subdivision Certificate
No. SC-78/2021 Dated 11-06-2021

Signed on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)**

I certify that the attorney signed this instrument in my presence.

Signature of witness:

Name of witness:

IAN STEWART COUSIN

Address of witness:
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015* (NSW)

Signature of attorney:

Name and position of attorney:
Simon Lawton
Strategic Property Manager

Signing on behalf of:
Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Power of attorney: Book 4782
No 292

Endeavour Energy Reference:

URS23716

Date: 25 March 2021

Attesting Witness

Authorised Officer
Liverpool City Council

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PLAN

DP1260171

Plan of Subdivision of Lot 972 in Deposited Plan Number 1247475 Covered by Subdivision Certificate No. SC-78/2021 Dated 11-06-2021

LIVERPOOL CITY COUNCIL by its authorised delegate pursuant to s.377 Local Government Act 1993

Signature of Delegate

STEPHEN MONTE
Name of Delegate

I certify that I am an eligible witness and that the delegate signed in my presence

Signature of Witness

CHARLIE CARABALLO
Name of Witness

33 MOORE ST LIVERPOOL.
Address of Witness

MORTGAGEE SIGNATURE

Centaur Property Holdings Pty Ltd (ACN 105 662)

Signature

Signature

Joshua Rose
Name of Director

Weisi Liu
Name of Director/Secretary

REGISTERED: 18/06/2021

Attesting Witness

Authorised Officer
Liverpool City Council

LIVERPOOL CITY COUNCIL

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Ref.: 2026098:190400
Ppty: 199610

Cert. No.: 6227

Applicant:
INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

Receipt No.: 6667822
Receipt Amt.: 70.00
Date: 11-Mar-2026

The information in this certificate is provided pursuant to Section 10.7(2)&(5) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2021. The information has been extracted from Council's records, as they existed at the date listed on the certificate. Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

The information in this certificate is applicable to the land described below.

Legal Description: **LOT 19 DP 1260171**
Street Address: **26 OATS STREET, AUSTRAL NSW 2179**

Note: Items marked with an asterisk (*) may be reliant upon information transmitted to Council by a third party public authority. The accuracy of this information cannot be verified by Council and may be out-of-date. If such information is vital for the proposed land use or development, applicants should instead verify the information with the appropriate authority.

Note: Commonly Used Abbreviations:
LEP: Local Environmental Plan
DCP: Development Control Plan
SEPP: State Environmental Planning Policy
EPI: Environmental Planning Instrument

1. Names of relevant planning instruments and DCPs

(1) The name of each EPI that applies to the carrying out of development on the land is/are listed below:

LEPs:

Not Applicable

SEPPs*:

State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Precincts - Western Parkland City) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022

DCPs:

Liverpool Growth Centre Precincts DCP

(2) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation or public exhibition under the Act).

Draft LEPs:

N/A

Draft SEPPs*:

N/A

Draft DCPs:

N/A

2. Zoning and land use under relevant LEPs and /or SEPPs

This section contains information required under subclauses 2 of Schedule 2 of the EP&A Regulation 2021. Subclause 2 of the regulation requires Council to provide information with respect to zoning and land-use in areas zoned by, or proposed to be zoned by, an environmental planning instrument or draft environmental planning instrument.

Employment zones reform commenced on 26 April 2023 which replaced previous Business zones (B) and Industrial zones (IN) with Employment zones (E) and updated the land use tables. Standard Instrument (Local Environmental Plans) Amendment (Land Use Zones) Order 2022, contains a 2-year savings provision as follows:

Development that is permitted with development consent on land in a former Business (B) or Industrial (IN) zone under a local environmental plan, as in force immediately before 26 April 2023, continues to be permitted with development consent on the land until 26 April 2025.

The land use and zoning information under any EPI applying to the land is given below.

(a) Name of zone, and the EPI from which the land zoning information is derived.

R2 Low Density Residential - SEPP (Precincts - Western Parkland City) 2021 - Sydney Region Growth Centres

(b)(i) The purposes for which development may be carried out within the zone without the need for development consent

Home-based child care; Home occupations

(b)(ii) The purposes for which development may not be carried out within the zone except with development consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Business identification signs; Child care centres; Community facilities; Drainage; Dual occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Neighbourhood shops; Places of public worship; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings

(b)(iii) The purposes for which the instrument provides that development is prohibited within the zone

Any development not specified in item (b)(i) or (b)(ii)

(c) Additional permitted uses apply to the land:

Nil

(d) If a dwelling house is a permitted use, are there any principal development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house?

No

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

No

(f) Is the land in a conservation area (however described):

No

(g) Is there an item of environmental heritage (however described) situated on the land:

No

3. Contribution Plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:

Liverpool City Council Section 7.11 - Austral and Leppington North Contributions Plan 2021

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4, the name of the region and the Ministerial planning order in which the region is identified:

Not Applicable

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area:

Western Sydney Growth Areas—Special Contributions Area

(4) In this section—

continued 7.23 determination means a 7.23 determination that—

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

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

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

4. Complying development

The information below outlines whether complying development is permitted on the land as per the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 SEPP of the (Exempt and Complying Development Codes) 2008 only. The table does not specify whether any code applies to the land; applicants should read the full extent of the code with their building certifier, solicitor, or other professional to determine whether any code applies to the land.

The first column identifies the code(s). The second column describes the extent of the land in which complying development is permitted, as per the clauses above, for the code(s) given to the immediate left. The third column indicates the reason as to why complying development is

prohibited on some or all of the land and will be blank if such development is permitted on all of the land.

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
Housing Code, Rural Housing Code, Greenfield Housing Code, Low Rise Housing Diversity Code, Pattern Book Development Code, Inland Code	**All**	
Industrial and Business Buildings Code	**All**	
General Development Code, Container Recycling Facilities Code, Fire Safety Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, and Demolition Code	**All**	

Note: Despite information in the table above, complying development codes do not apply or are modified in areas subject to land-use zoning under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis.

Note: If council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement below will describe that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Nil

5. Exempt development

The information below outlines whether exempt development is permitted on the land as per the provisions of clauses 1.16(1)(b1)–(d) or 1.16A SEPP of the (Exempt and Complying Development Codes) 2008 only. The table does not specify whether any code applies to the land; applicants should read the full extent of the code with their building certifier, solicitor, or other professional to determine whether any code applies to the land.

The first column identifies the code(s). The second column describes the extent of the land in which exempt development is permitted, as per the clauses above, for the code(s) given to the immediate left. The third column indicates the reason as to why exempt development is prohibited on some or all of the land and will be blank if such development is permitted on all of the land.

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
General Exempt Development Code, Advertising and Signage Exempt Development Code, Temporary Uses and Structures Exempt Development Code	**All**	

Note: Despite information in the table above, certain Exempt Codes do not apply or are modified in areas subject to land-use zoning under the SEPP (Precincts - Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis.

Note: If council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement below will describe that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

Nil

6. Affected building notices and building product rectification orders*

Is there any affected building notice (as in Part 4 of the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land?

No

Is there any building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

Is there any notice of intention to make a building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware has been given in respect of the land and is outstanding?

No

7. Land reserved for acquisition

Does a LEP, draft LEP, SEPP or draft SEPP identify the acquisition of the land, or part of the land, by a public authority, as referred to in section 3.15 of the Act?

No

8. Road widening and road realignment

Is the land is affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993?*

No

(b) An EPI?

No

(c) A resolution of the council?

No

9. Flood related development controls

(1) Is the land, or part of the land, within the flood planning area and subject to flood-related development controls?

No, the land is outside of flood planning area and NOT subject to flood related development controls for industrial/commercial and residential premises.

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(1) of this certificate.

(2) Is the land, or part of the land, between the flood planning area and the probable maximum flood (outside the flood planning area, but within the extent of the probable maximum flood), and subject to flood related development controls?

No, the land is outside the extent of the probable maximum flood and NOT subject to flood related development controls only if the land is also outside of flood planning area.

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(1) of this certificate.

Note:

Flooding certificate will be provided as an annexure to Section 10.7(5) certificate only if the land, or part of the land, is within the flood planning area.

Flood planning area has the same meaning as in the Floodplain Development Manual. It is generally the 1% annual exceedance probability plus a 0.5m freeboard or as outlined in relevant DCP.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 978-1-923076-17-4) published by the NSW Government in June 2023.

Probable maximum flood has the same meaning as in the Floodplain Development Manual.

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

The following table lists hazard/risk policies that have been adopted by Council (or prepared by another public authority and subsequently adopted by Council). The right-most column indicates whether the land is subject to any controls from those policies, but it does not confirm if that hazard/risk is present on the land.

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
Bushfire hazard	Liverpool DCP 2008	**No**
	Liverpool Growth Centre Precincts DCP*	**No**
	Edmondson Park South DCP 2012	**No**
	Western Sydney Aerotropolis DCP 2022	**No**
	Planning for Bushfire Protection (Rural Fire Services, 2025)*	**No**
	Pleasure Point Bushfire Management Plan	**No**
Tidal inundation	Nil	**No**
Subsidence	Nil	**No**
Acid Sulphate Soils	Liverpool LEP 2008	**No**
	Liverpool DCP 2008	**No**
Potentially Contaminated Land	Liverpool DCP 2008	**No**
	Liverpool Growth Centre Precincts DCP*	**Yes**, see Figure 2-9 of Schedule 1 of the Liverpool Growth Centres Precinct DCP

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
Potentially Saline Soils	Liverpool DCP 2008	**No**
	Liverpool Growth Centre Precincts DCP*	**Yes**, see Figure 2-5 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
	Western Sydney Aerotropolis DCP 2022	**No**

Note: Land for which a policy applies does not confirm that the land is affected by that hazard/risk. For example, all land for which the Liverpool DCP applies is subject to controls relating to contaminated land, as this policy contains triggers and procedures for identifying potential contamination. Applicants are encouraged to review the relevant policy, and other sections of this certificate, to determine what effect, if any, the policy may have on the land. Any information regarding contamination as Council is aware of, if any, can be found in Clause 24 of the Section 10.7(2) certificate and Clause 4 of the Section 10.7(5) certificate.

11. Bushfire prone land

Is the land or part of the land, bushfire prone land as defined by the EP&A Act 1979?

No

12. Loose-fill asbestos insulation *

Is a dwelling on the land listed on the register (maintained by the NSW Department of Fair Trading) as containing loose-fill asbestos insulation?

No

Note: despite any listing on the register, any buildings constructed before 1980 may contain loose-fill asbestos insulation or other asbestos products.

13. Mine subsidence*

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

No

14. Paper subdivision information*

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land? If so the date of the subdivision order that applies to the land.

No

15. Property vegetation plans*

Is Council aware of the land being subject to a Property Vegetation Plan under the Native Vegetation Act 2003?

No, Liverpool is excluded from the operation of the Native Vegetation Act 2003

16. Biodiversity stewardship sites*

Is the land subject to a Biodiversity stewardship site under Part 5 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

No

17. Biodiversity certified land*

Is the land, or part of the land, biodiversity certified land (within the meaning of Part 8 of the Biodiversity Conservation Act 2016)?

Yes, part/all of the land is bio-diversity certified land

For information about what biodiversity certification means if your property is "Yes, certified" or "Yes, non-certified", please visit: https://www.environment.nsw.gov.au/topics/animals-and-plants/biodiversity/biodiversity-certification

18. Orders under Trees (Disputes between Neighbours) Act 2006*

Does an order, made under the Trees (Disputes Between Neighbours) Act 2006 in relation to carrying out of work in relation to a tree on the land, apply?

No, Council has not been notified of an order

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

Has the owner (or any previous owner) of the land consented, in writing, that the land is subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No

20. Western Sydney Aerotropolis

As per the SEPP (Precincts - Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis, is the land:

(a) Subject to an ANEF or ANEC contour of 20 or greater?

No

(b1) Affected by the 6km Lighting Intensity Area, or Light Control Zone?

No

(b2) Affected by the Windshear Assessment Trigger Area?

No

(c) Affected by the Obstacle Limitation Surface Area?

Yes, refer to Chapter 4 Part 4.3 Section 4.22 of *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* for development control details.

(d) Affected by the Public Safety Area on the Public Safety Area Map?

No

(e1) Within the 3km zone of the Wildlife Buffer Zone Map?

No

(e2) Within the 13km zone of the Wildlife Buffer Zone Map?

Yes, refer to Chapter 4 Part 4.3 Section 4.19 of *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* for development control details.

Note: the table above only specifies whether the land is impacted by planning controls related to the Western Sydney Airport. Planning controls also relate to the Bankstown Airport, and are not reflected in this table.

21. Development consent conditions for seniors housing*

Are there any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in section 88(2) of State Environmental Planning Policy (Housing) 2021?

No

22. Site compatibility certificates and conditions for affordable rental housing*

(1) Is there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in respect of proposed development on the land?

No

(2) Are there any conditions of a development consent in relation to the land that are of a kind referred to in section 21(1) or 40(1) of State Environmental Planning Policy (Housing) 2021?

No

(3) Are there any conditions of a development consent in relation to the land that are of a kind referred to in section 17 (1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009?

No

Note: former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

23. Water or sewerage services provided under the Water Industry Competition Act 2006*

Some land may have services provided by private entities under the Water Industry Competition Act 2006 (WIC Act 2006); any outstanding fees or charges owed to these service providers becomes the responsibility of the new owner(s) of the land.

The Independent Pricing and Regulatory Tribunal (IPART) provides information about the areas serviced, or to be serviced, via a register on their website. A statement below indicates whether the land is, or is to be, subject to an alternative servicing arrangement under the WIC Act 2006 as per that register:

No, this land is not subject to an alternative servicing arrangement under the WIC Act 2006

Note: This section does not contain information relating to whether the land is, or is not, connected to Sydney Water's network for the supply of either drinking water or sewage disposal services. For further information about whether your land is connected to Sydney Water's network, we recommend that you contact Sydney Water.

24. Special entertainment precincts

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

No

25. Interim development in future infrastructure corridors

Does State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land?

No

26. Contaminated land

Is the land:

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

No

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

No

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

No

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

No

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

No

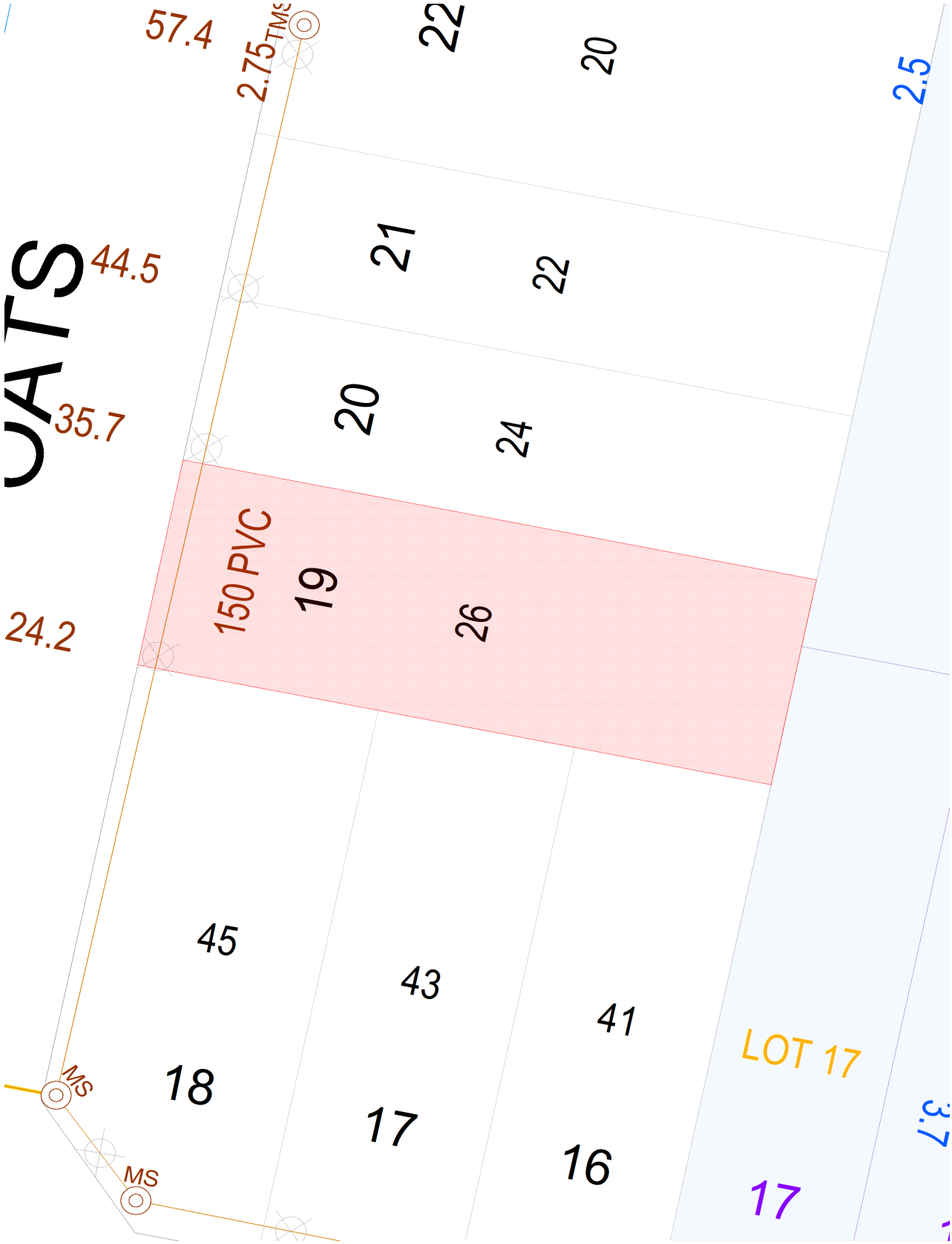
Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997. This section only checks items under section 59(2)(a)–(e) of the Act and may not include all available contamination information for the site. A section 10.7(5) certificate may provide further information.

Jason Breton
Chief Executive Officer
Liverpool City Council

For further information, please contact
CALL CENTRE – 1300 36 2170

Service Location Print

Application Number: 8005089682



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

Asset Information

Legend

Sewer

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

Pressure Sewer

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

Vacuum Sewer

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

Stormwater

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

Property Details

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

Water

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

Private Mains

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

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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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11 March 2026

Infotrack Pty Limited

Reference number: **8005089655**

Property address: **26 Oats St Austral NSW 2179**

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.

Sincerely

The Sydney Water team

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

10. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
    (a) to what year has a return been made?
    (b) what is the taxable value of the Property for land tax purposes for the current year?
12. If any land tax certificate or property tax status certificate under the *Property Tax (First Home Buyer Choice) Act 2022* (NSW) shows a charge for land tax or property tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

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

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

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

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

16.
(a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
(b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?

17. If a swimming pool is included in the sale:
(a) did its installation or construction commence before or after 1 August 1990?
(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
(c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

18.
(a) To whom do the boundary fences belong?
(b) Are there any party walls?
(c) If the answer to Requisition 18(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
(d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
(e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?

Affectations/Benefits

19.
(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
   (i) whether there are any existing breaches by any party to it;
   (ii) whether there are any matters in dispute; and
   (iii) whether the licensor holds any deposit, bond or guarantee.
(b) In relation to such licence:
   (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
   (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

20. Is the vendor aware of:
(a) any road, drain, sewer or storm water channel which intersects or runs through the land?
(b) any dedication to or use by the public of any right of way or other easement over any part of the land?
(c) any latent defects in the Property?

21. Has the vendor any notice or knowledge that the Property is affected by the following:
(a) any resumption or acquisition or proposed resumption or acquisition?
(b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
(c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
(d) any sum due to any local or public authority? If so, it must be paid prior to completion.
(e) any realignment or proposed realignment of any road adjoining the Property?
(f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?

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

23.
(a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
(b) If so, do any of the connections for such services pass through any adjoining land?

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

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

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 5 business days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
28. If any document created for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. Searches, surveys and enquiries must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

32. If the Contract is an off the plan contract:
    (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
    (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
    (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
    (d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?
    (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.