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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		Phone: Fax: Email:
co-agent		
vendor		
vendor's solicitor	Keypoint Law Level 22 Australia Square, 264 George St, Sydney NSW 2000	Phone: 02 8035 5200 Fax: 02 8035 5201 Email: property@keypointlaw.com.au Ref: HEAR2.2
date for completion	Refer to clause 34.1 (clause 15)	
land (address, plan details and title reference)	Lot _____, 231 Gurner Avenue, Austral, NSW 2179 Lot _____ in an unregistered plan which is part of Lot 16 in Deposited Plan 3403	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Vacant Land	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions

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

exclusions

purchaser

purchaser's solicitor — Phone: / Fax: / Email: / Ref:

price

deposit — (10% of the price, unless otherwise stated)

balance

contract date — (if not stated, the date this contract was made)

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

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

buyer's agent

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

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SIGNING PAGE

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

Execution by Guarantor(s)

SIGNED SEALED AND DELIVERED by the **GUARANTOR**

in the presence of:

....

Signature of Witness **Signature of Guarantor**

Name of Witness: **Name of Guarantor:**

Execution by Guarantor(s)

SIGNED SEALED AND DELIVERED by the **GUARANTOR**

in the presence of:

....

Signature of Witness **Signature of Guarantor**

Name of Witness: **Name of Guarantor:**

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Section 66W Conveyancing Act 1919

Certificate to EXCLUDE Cooling Off Period

Vendor: ("the Vendor")

Purchaser/s: ("the Purchaser/s")

Property: Lot ,231 Gurner Ave, Austral 2179 ("the Property")

I, ……. certify as follows;

SOLICITOR

a) I am a Solicitor currently admitted to practice in New South Wales.

CONVEYANCER

a) I am a Licensed Conveyancer pursuant to the *Conveyancers Licensing Act 2003* (NSW).

b) This certificate is given in accordance with Section 66W of the *Conveyancing Act 1919* (NSW) with reference to a contract for the sale of the above property from the Vendor to the Purchaser in order that there is no cooling off period in relation to that contract.

c) I do not act for the Vendor and I am not employed in the legal practice of a solicitor or a conveyancing practice acting for the Vendor nor am I a member of a firm of which a solicitor or conveyancer acting for the Vendor is a member or employee.

d) I have explained to the Purchaser;
   i) The effect of the contract for the purchase of the Property,
   ii) The nature of this certificate,
   iii) The effect of giving this certificate to the Vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____/_____/_____

Signature: .....

Purchaser Information Form

Name of Purchaser:	
Address/Company Registered address (If company or trustee, list name, address and residential status of shareholders/beneficial owners):	
Date of Birth:	
Residential Status of Purchaser:	
Lot number:	
Street Address of Property:	
Purchase Price:	
Australian Tax File Number:	
Signature of Purchaser:	
Deposit	Deposits should be paid to the trust account of _____

- ☐ **Please provide a copy of the Purchaser's driver's licence or passport**
- ☐ Completed form/s are to be returned to Keypoint Law.

Choices

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

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

Manual transaction (clause 30) ☐ NO ☐ yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

Land tax is adjustable ☐ NO ☒ yes
GST: Taxable supply ☐ NO ☒ yes in full ☐ yes to an extent
Margin scheme will be used in making the taxable supply ☐ NO ☒ yes
This sale is not a taxable supply because (one or more of the following may apply) the sale is:

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

Purchaser must make a *GSTRW payment* (GST residential withholding payment) ☐ NO ☐ yes (if yes, vendor must provide 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: Studio 5, Level 4, 35 Buckingham Street, Surry Hills, NSW 2010

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☐ 58 disclosure statement - off the plan contract
- ☐ 59 other document relevant to off the plan contract

Other

- ☐ 60

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 to purchase the property, other than an option that is void under the Act, section 66ZG.**

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

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

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

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

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

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

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

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

8. The purchaser should arrange insurance as appropriate.

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

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

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

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

3 Deposit-bond

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

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

4 Electronic transaction

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

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

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

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

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

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

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

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

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13 Goods and services tax (GST)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

● Vendor

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

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

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

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

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

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

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

● Notices, certificates and inspections

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

● Meetings of the owners corporation

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

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

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

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

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

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

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

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

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

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

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

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

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

29 Conditional contract

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

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

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

30 Manual transaction

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

● Transfer

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

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

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

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

● Place for completion

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

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

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

● Payments on completion

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

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

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

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

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

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32 Residential off the plan contract

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

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

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

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

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

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Special Conditions

33. Headings

All headings contained in this contract are for convenience of reference only and must not be construed as affecting the meaning or interpretation of this contract and are not intended to and do not form part of the substance of this contract.

34. Definitions and Interpretation

34.1 Definitions

"**Authority**" means a governmental or semi-governmental administrative, fiscal or judicial department or entity and a statutory agency or authority having jurisdiction over the Development Site;

"**Completion Date**" means the day which is the latest of:

(a) 42 days after the date of this contract; or

(b) 21 days after the date the Vendor gives the Purchaser written notification of registration of the Plan of Subdivision;

"**Council**" means Liverpool City Council;

"**Deposited Plan**" means the deposited plan which is registered in respect of the Development Site;

"**Development**" means the development being carried out by the Vendor on the Land in accordance with approvals.

"**Development Activities**" means:

(i) any form of remediation work and rehabilitation work on or about the Development Site; and

(ii) any form of demolition work, excavation work or landscaping work on the Development Site; and

(iii) any form of building work or work ancillary to or associated with building work on the Development Site including the installation of Services; and

(iv) any form of work other than the forms of work referred to in paragraphs (i), (ii) and (iii) of this definition which is considered necessary or desirable by the Vendor;

(v) the consolidation of the land forming part of the Development Site; and

(vi) the subdivision of land forming part of the Development Site;

"**Development Application**" means Development Application submitted to Council including any section 4.55 modification;

"**Development Consent**" means the consent to the Development Application No DA-17/2022 and consent to modify the Development Application;

"Development Site" means the land comprised in or if the folio has been cancelled,

previously comprised in, Certificates of Title Folio Identifiers 16/3403 or part of such land;

"**Draft 88B Instrument**" means the draft instrument pursuant to section 88B of the *Conveyancing Act 1919* annexed;

"**Draft Plan of Subdivision**" means the draft plan of subdivision in or substantially in the form annexed to this Contract;

"**Expert**" means a person nominated by the president for the time being of The Royal Australian Institute of Architects New South Wales Chapter at the request of either the Vendor or the Purchaser;

"Foreign Person" has the meaning within the *Foreign Acquisitions and Takeovers Act 1975 (Cth) and Foreign Acquisition and Takeovers Regulations 2015 (Cth).*

"FIRB Approval" means any approval required to be obtained by a Foreign Person for the purpose of the *Foreign Acquisitions and Takeovers Act 1975 (Cth) and Foreign Acquisition and Takeovers Regulations 2015 (Cth).*

"**Land**" means the Development Site;

"**Lot**" means a lot in the Draft Plan of Subdivision;

"**Plan of Subdivision**" means the plan of subdivision registered with NSW Land Registry Services based on the Draft Plan of Subdivision included in the documents attached to this Contract;

"**Property**" means the property sold under this Contract;

"**Registrar**" means the registrar of the Tribunal;

"**Replaced Document**" has the meaning given to it in clause 48;

"**Requisitions**" means the requisitions on title attached to this Contract;

"**Service Providers**" includes the Council, and any Authority, and any company or person in the business of supplying a Service to the public;

"**Service**" includes water, gas, electricity, air conditioning, sewerage, drainage, telephone, telecommunications, television, satellite and other transmissions, security systems, and any other facility, supply or transmission;

"**Subdivision**" means the subdivision of the Development Site;

"**Sunset Date**" means 1 January 2028 or any date to which that date is extended under Special Condition 42.

"**Tribunal**" means the NSW Civil & Administrative Tribunal (NCAT).

34.2 Interpretation

In this contract unless the context clearly indicates otherwise:

(b) a reference to this contract means this contract and any document which varies, supplements or novates this contract;

(c) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;

(d) an agreement, representation or warranty on the part of 2 or more persons binds them jointly and severally;

(e) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown and any other organisation or type of legal entity;

(f) **including** is not a word of limitation;

(g) the words **at any time** means **at any time and from time to time**;

(h) a reference to a clause, schedule, attachment or annexure is a reference to a clause, schedule, attachment or annexure of or to this contract;

(i) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this contract;

(j) a reference to anything (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;

(k) a reference to a natural person includes their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;

(l) a reference to a company includes its successors and permitted assigns;

(m) a reference to a document is a reference to a document of any kind including a plan; and

(n) where this agreement refers to a body or authority which no longer exists, unless otherwise prescribed by law, the parties agree to the substitution of a body or authority having substantially the same objects as the named body or authority;

(o) a reference to any legislation or legislative provision includes any statutory modification or re- enactment of, or legislative provision substituted for and any subordinate legislation issued under that legislation or legislative provision;

(p) a reference to a time is to that time in Sydney;

(q) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;

(r) a requirement to do anything in this contract includes a requirement to cause that thing to be done;

(s) a word that is derived from a defined word has a corresponding meaning;

(t) monetary amounts ($) are expressed in Australian dollars;

(u) the singular includes the plural and vice-versa; and

(v) words importing one gender include all other genders.

35. Amendment of printed clauses

The printed clauses of this contract are amended as follows:

(a) clauses 2.4.1, 7.1.1, 14.7, 19.2.3, 20.6.5, 28 and 29, 30.6 and 30.8 are deleted;

(b) clause 2.9 is amended to read

"Both parties agree for the deposit to be invested, and the Purchaser must as soon as practicable give the deposit holder details of the Purchaser's tax file number and a copy of the Purchaser's driver's licence or passport, whereupon the deposit holder will invest the deposit (at the risk of the party who becomes entitled to it) with a Bank, Credit Union or Permanent Building Society, in an interest-bearing account in NSW, with interest to be reinvested, and pay the interest to the parties equally, after deduction of all proper Government taxes, financial institution charges and other charges and the deposit holder's reasonable professional costs, fixed at $440 (inclusive of GST) of investing, administering and withdrawing the deposit."

(c) a new clause 2.10 is inserted as follows: "The parties acknowledge and agree that:

2.10.1 the depositholder is not required to invest the deposit until the Purchaser provides to the Vendor a copy of the Purchaser's driver's licence or passport, and their tax file number, or otherwise confirms in writing details of the Purchaser's full legal name and date of birth and their tax file number, and the Purchaser cannot make any claim relating to forgone interest on the deposit;

2.10.2 if the Purchaser fails to provide details of the Purchaser's tax file number, the depositholder may nevertheless proceed to invest the deposit anytime on or after the Contract date;

2.10.3 this clause 2.10 does not merge on completion of the Contract."

(d) clause 5.2 is amended by substituting "14 days" for "21 days";

(e) clause 7.2.1 is amended by substituting "10%" with "1%";

(f) clause 9.1 is amended by adding the words "and all accrued interest" after the words "(to a maximum of 10% of the price)";

(g) clause 10.1, replace the first line with "The Purchaser cannot make a claim, objection or *requisition*, delay completion or *rescind* or *terminate* in respect of"; and

(h) in clause 1, "depositholder" is amended to mean "the Vendor's solicitor"; and

(i) clause 23.9.3 is amended by deleting the words "or before completion"; and

If there is any inconsistency between any clause in the printed form or the terms of this Contract and any typed clauses and the additional clauses, the provisions of the additional clauses will prevail.

36. Vendor Disclosures

(a) The Vendor discloses that:

(i) easements, restrictions on use, rights of way, rights of access or positive covenants may be imposed, authorised or required by Council, Service Providers or Authorities which are not disclosed in this contract;

(ii) it may be necessary to make changes to the draft documents attached to this contract to meet the requirements of Council, Service Providers or Authorities;

(iii) arrangements with Service Providers for the provisions of a Service to the Development Site may not have been concluded as at the date of this contract;

(iv) the Vendor may be required to enter into arrangements with Service Providers including, but not limited to easements, restrictions on use, positive covenants, leases, bonds, guarantees or security bonds;

(v) the position of the sewer on the Development Site at the time of completion may not be shown on the sewer diagrams attached to the contract;

(vi) the Vendor may create easements, restrictions on use or positive covenants with respect to rights of access, support and the provision of a Service; and

(vii) the Vendor has the right and may transfer part or all of its right title and interest in the Development Site to associated entities or other person or persons as a part of the development proposal for the site, subject to the associated entities or other person or persons accepting at the time of the transfer to be bound by the Vendor's obligations under this Contract.

(b) The Vendor gives no warranty, representation or warranty as to:

(i) the availability, performance and use of a Service,
(ii) the gradient, slope, contours or topographical features of the Property and the land; and
(iii) the soil conditions, subsoil, rock formations or geological composition of the Property and the land.

(c) The Purchaser shall not make any claim or *requisition*, delay completion, *rescind* or *terminate* because of any matters referred to or disclosed in this clause 36. This clause 36(b) does not merge on completion.

37. Purchaser's Representations Warranties and Acknowledgements

(a) The Purchaser represents and warrants that:

(i) the Purchaser was not induced to enter into this contract by and did not rely on any representations or warranties about the subject matter of this contract (including representations or warranties about the nature or the fitness or suitability for any purpose of the property or about any financial return or income to be derived from the property) except those representations and warranties set out in this contract; and

(ii) in entering into this contract the Purchaser has relied entirely on the inspection of and enquiries relating to the property made by or on the Purchaser's behalf; and

(iii) the Purchaser has obtained appropriate independent legal advice on and is satisfied about:

(A) the Purchaser's obligations and rights under this contract; and

(B) the nature of the property and the purposes for which the property may be lawfully used;

(C) the condition of the land and the soil including any geotechnical enquiries, its natural gradients, slopes and

contours, and

(iv) the Purchaser was not introduced to the Vendor or the property directly or indirectly through or by any real estate agent other than the Vendor's agent.

(b) The Purchaser acknowledges that the Vendor has entered into this contract on the basis that the representations and warranties contained in clause (a) are true and not misleading.

38. Interest

(a) If the purchase price is not paid by the Purchaser to the Vendor on the Completion Date and provided such delay is not due to the default of the Vendor (then in addition to all other remedies available to the Vendor):

(i) the balance of the purchase moneys payable hereunder shall carry interest calculated daily at the rate of 8% per annum computed from the said specified Completion Date until the date of payment to the Vendor, both dates inclusive; and

(ii) notwithstanding the provisions of any Special Condition all interest on the deposit earned after the date specified for Completion Date shall be paid to the Vendor alone.

(b) The Purchaser shall not be entitled to require the Vendor to complete this contract unless such interest is paid to the Vendor on completion and it is an essential term of this contract that such interest be so paid. The parties expressly agree that this figure represents a genuine pre- estimate of the Vendor's damages and is not a penalty clause.

(c) In addition the Purchaser shall pay the sum of $350.00 (incl GST) to cover legal costs and expenses incurred by the Vendor as a consequence of the delay, as a genuine pre-estimate of these additional expenses to be allowed by the Purchaser as an additional adjustment on completion.

39. Incapacity

(a) Without in any manner negating limiting or restricting any rights or remedies which would have been available at law or in equity had this clause not been included, should prior to completion the Purchaser (or any of them, if there be more than one):

(i) die or become mentally incapable (as defined in the *Mental Health Act* 2007 (NSW)); or

(ii) becomes bankrupt; or

(iii) being a company, go into liquidation, administration or receivership;

then the Vendor may *rescind* this Contract by notice in writing to the Purchaser and the provisions of clause 19 must apply.

(b) If the cost to the Vendor of complying with any valid *requisition* made by the Purchaser would exceed 1% of the Price, then the Vendor can *rescind* this Contract and the rescission must be deemed to be on reasonable grounds under clause 8.1.

40. Notice to Complete

40.1 Issue of Notice

(a) If completion does not occur on or before 5:00pm on the Completion Date, at any time either party (not then being in default under this Contract) may *serve* on the other a notice ("**Notice to Complete**") requiring completion of this Contract on a specified date being not less than 14 days ("**Notice Period**") after the date of service of the Notice to Complete.

(b) The parties agree that:

(i) the Notice Period is sufficient; and

(ii) time will be essential for compliance with the Notice to Complete.

40.2 Notice period

For the purpose of calculating the Notice Period:

(a) the Notice Period commences at midnight on the day on which the Notice to Complete is *served*; and

(b) a reference to a day means the period of time commencing at midnight and ending 24 hours later.

40.3 Time essential

Any Notice to Complete may specify any time of the day between 10:30am and 5:00pm as the time for performance of any obligation under this Contract in which event performance by that specified time is of the essence.

40.4 Costs

If the Vendor issues a Notice to Complete, the Purchaser will be liable for an amount of $330.00 (including GST) for the legal costs incurred by the Vendor and must pay this sum to the Vendor's solicitor by a separate payment direction on PEXA at completion of this contract as an essential term of this Contract.

41. Bank Cancellation Fee

(a) If the Vendor has made all necessary settlement arrangements including settlement booking with the outgoing mortgagee and due to any reason, the Purchaser is unable to complete this contract on completion date or any other date as agreed, the Purchaser must pay the Vendor an amount of $275 (inclusive of GST) to cover the Vendor's bank cancellation fee for the outgoing mortgagee and their legal representatives, as a genuine pre-estimate of these additional expenses to be allowed by the Purchaser as an additional adjustment on completion.

(b) For the avoidance of doubt, the amount stated in clause 41(a) is payable and will accrue on each and every **occasion** settlement is cancelled or re-scheduled by the Purchaser after settlement booking with the outgoing mortgagee has been made.

42. Registration of Plan of Subdivision

(a) Completion is subject to and conditional upon registration of the Plan of Subdivision.

(b) If the Plan of Subdivision is not registered by the Sunset Date then either party may *rescind* by serving notice on the other.

(c) The Vendor can only rescind under a sunset clause if:

(i) the Purchasers give written consent to the Vendor's proposed rescission; or

(ii) the Vendor obtains an order from the Supreme Court permitting the rescission; or

(iii) the reason for the rescission comes within a category prescribed any relevant legislation or regulations.

(d) The Vendor may from time to time extend the Sunset Date by the number of days that the Vendor is delayed in the issue of a construction certificate, the subdivision certificate and the Plan of Subdivision by reason of a matter or thing beyond the Vendor's control including:

(i) industrial conditions;

(ii) inclement weather;

(iii) latent conditions of the Development Site;

(iv) repudiation or abandonment by a contractor;

(v) changes in the law;

(vi) directions by any competent authority;

(vii) delays in obtaining any approval or consent required;

(viii) delays in obtaining any approvals or consent required in relation to the Building including (without limiting the generality) approval for occupancy and use for the intended purposes;

(ix) delays caused by act of God, fire, flood tempest, lightning earthquake or explosion;

(x) delays caused by riot, civil commotion, terrorist attacks, malicious damage, burglary or theft; and

(xi) delays from any cause beyond the control of the Vendor,

PROVIDED however that the Vendor shall only be permitted to extend the Sunset Date by a maximum of 18 months.

(e) The Vendor has sole authority to determine:

(i) whether it is entitled to extend the Sunset Date pursuant to this clause; and

(ii) whether the length of time specified by the Vendor to extend the Sunset Date is reasonable.

The Vendor's decision will be final and binding upon the parties.

(f) In the event that the Vendor seeks to rely on the provisions of this clause 42 the Vendor shall notify the Purchaser of the length of the extension of the Sunset Date *serve* a copy of the notice on the Purchaser or his solicitor.

43. Changes to the Plan of Subdivision

(a) The Vendor reserves the right to vary or amend the Draft Plan of Subdivision and, subject to clause (c), the Purchaser must not make any objections, requisition or claim, delay completion, rescind or terminate this contract because of any changes to the Plan of Subdivision including:

(i) the numbering of lots; and
(ii) the dimensions or areas of lots

from those shown on the Draft Plan of Subdivision.

(b) Subject to clause (c), the Purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of any changes to the plans.

(c) If there is any variation or discrepancy between the area of the property as shown on the Draft Plan of Subdivision and the area shown on the Plan of Subdivision then where the area of the property is reduced by an area which is more than 5% of the area shown in the Draft Plan of Subdivision then the Purchaser may rescind this Contract.

(d) The right of rescission conferred by clause 42(c) must otherwise be exercised (despite clause 19.1.1) by the Purchaser by *serving* notice within 7 days after the Purchaser has been notified of such variations or discrepancy.

(e) The Purchaser cannot make a claim, objection, *requisition*, delay completion, *rescind* or *terminate* this Contract in respect to the subject matter or determination referred to in this clause 42.

44. Condition of Land

Subject to clause 51, the Purchaser purchases the Property subject to all defects latent or patent which relate to the quality of the Property and the Land. The Purchaser cannot make an objection, *requisition* or claim or delay completion of or *rescind* or *terminate* this Contract for any matters arising out of this clause.

45. Rights to Continue to Apply after Completion

Rights under this Contract which can apply after completion continue to apply despite completion.

46. Requisitions

(a) The Purchaser may not make any requisitions under this Contract and acknowledges that all such matters are dealt with or otherwise described fully under the terms of this Contract.

(b) The Vendor has disclosed to the Vendor and, therefore, to the Vendor's knowledge, on completion:

(i) all inclusions will not be subject to any charge or hire arrangement;
(ii) the provisions of the *Local Government Act and Environmental Planning and Assessment Act* will have been complied with;
(iii) there is no upgrade or demolition order in respect to the Building; and
(iv) it has not received any notice of a dispute regarding boundary fencing or aware of any Order under the *Dividing Fences Act* or *Encroachment of Buildings Act* affecting the Property.

47. Adjustment of Council Rates, Water Rates and Land Tax

(a) For the purposes of clause 14 it is expressly agreed between the parties that adjustments must take place between the parties on the basis that Council rates for the year current at the time of completion water rates for the quarter current at the time of completion are as specified below and have been unpaid by the Vendor.

Council rates $750.00 per annum

Water rates $150.00 per quarter

(b) The Vendor must pay a proportion of the amounts specified in clause 47(a) to the Purchaser in accordance with clause 14. If an adjustment is made under this clause, no regard must be had to the actual assessment or assessments for Council rates and/or water rates which are subsequently issued on the property.

(c) If an adjustment is made under this clause, the Purchaser must:

(i) when it issues, pay any assessment for Council rates which may be issued in respect of the property for the year current at the date of completion or any part of that year; and

(ii) when it issues, pay any assessment of water rates which may be issued in respect of the property for the quarter current at the date of completion or any part of that quarter.

(d) For the purposes of clause 14 it is expressly agreed between the parties that at the time of completion, the Purchaser must pay a fixed contribution of $500 towards the Vendors costs of Land Tax in respect of the Property. The Purchaser agrees to make an allowance in favour of the Vendor by way of an adjustment on completion for Land Tax.

48. Replacement of Documents

(a) At any time before the Vendor *serves* notice that the Plan of Subdivision has been registered, the Vendor may *serve* notice that the Vendor intends to replace a document attached to this contract specified in that notice with another document ("**Replacement Document**"). The Vendor must send a copy of the Replacement Document to the Purchaser with the notice.

(b) On and from the date of the notice the Replacement Document is taken to be substituted in this contract for the document it replaced.

(c) Subject to the following sub-clause the Purchaser must not make any *requisition*, objection or claim for compensation against the Vendor nor *terminate*, *rescind* or delay completion of this contract if there is any change between the Replacement Document and the document it replaced.

(d) Despite clause 48(c), either party may *rescind* this contract if a change between the Replacement Document and the document it replaced substantially and detrimentally affects the property. The Purchaser's right of rescission under this clause may only be exercised within 10 business days of the Vendor giving to the Purchaser a notice and copy of the Replacement Document. If the Purchaser does not exercise its right to *rescind* in time its right of rescission immediately lapses.

49. Creation of Easements and other Documents

(a) The Vendor may be required by the local council, state, federal or other authorities to:

(i) create easements, restrictions and covenants affecting the property;

(ii) enter into agreements and arrangements;

(iii) create or grant rights and privileges;

(iv) create roads or rights of way; and

(v) dedicate land.

("**Proposed Easements and Restrictions"**)

(b) The Purchaser cannot make a claim, objection or requisition or *rescind* or *terminate* the contract or seek to delay Completion in respect of:

(i) the creation of any easements, restrictions or covenants;

(ii) the entering into of any agreement and arrangements;

(iii) the creation of grant of any rights or privileges;

(iv) the creation of roads or rights of way; or

(v) the dedication of land,

required by the local council, state, federal or other authorities.

(c) If the Proposed Easements and Restrictions detrimentally affects the Property to a substantial extent the Purchaser may only *rescind* the contract by *serving* a notice on the Vendor within 7 days (time of the essence) after the notice of registration of the Plan of Subdivision is *served*. The Purchaser acknowledges and agrees that its only right or remedy in respect of the Proposed Easements and Restrictions is the right of rescission in this clause and the Purchaser cannot otherwise make a claim, objection or requisition or *rescind* or *terminate* the contract or seek to delay Completion in respect of Proposed Easements and Restrictions.

(d) A draft section 88B Instrument is attached to this Contract. The Vendor discloses and the Purchaser acknowledges that the draft instrument is not the final form of the instrument which will be registered on title and may be varied before *completion*. The Purchaser shall not make any claim or *requisition*, delay completing, *rescind* or *terminate* because of any matters referred to or disclosed in this sub-clause (d).

50. Notations on Certificates of Title

(a) The Purchaser is aware that easements, restrictions as to user, covenants, sub-station leases, and other encumbrances contemplated in this contract to be created may be endorsed on the titles issued or to be issued in respect of the property.

(b) The Purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of the existence of:

(i) those endorsements; and

(ii) any matter disclosed or noted in this contract, which may be noted on those certificates of title.

51. Sewerage Diagram

(a) The Purchaser acknowledges that the sewerage service diagram annexed to this Contract are copies of the diagrams that are currently available in the ordinary course of business from Sydney Water and that an updated drainage diagram depicting the connections and services on the land is not yet available.

(b) The Purchaser may not make any objection, *requisition* or claim for compensation in relation to the water, sewerage and drainage works ultimately installed in or upon the property in which it is situated (the "**Drainage Works**") and in particular:

(i) arising out of any easement required to be granted in respect of the property; and

(ii) whether the property or any part of the property is constructed wholly or partly over the Sydney Water's sewer,

PROVIDED THAT Drainage Works are constructed in accordance with the requirements of and with all proper approvals of Sydney Water.

52. Development Activities

(a) Prior to completion the Purchaser may not make any claim or *requisition*, delay completion, *rescind* or *terminate* because Development Activities are being carried out.

(b) The Purchaser acknowledges that on completion Development Activities may not be completed and that Development Activities will continue to be carried out after completion.

(c) The Vendor must use reasonable endeavours to ensure that the carrying out the Development Activities cause the Purchaser as little inconvenience as is reasonably practicable.

53. Guarantee if Corporate Purchaser

(a) For this purposes of this clause:

(i) "**guarantor**" means the person or persons signing this contract as director/secretary of the Purchaser;

(ii) a reference to "**guarantor**" is a reference to all of the persons named as "guarantor" jointly and each of them severally; and

(iii) an agreement, representation, warranty or indemnity on the part of the guarantor binds the persons named as "**guarantor**" jointly and each of them severally.

(b) The guarantor gives this guarantee and indemnity in consideration of the Vendor agreeing to enter into this contract. The guarantor acknowledges the receipt of valuable consideration from the Vendor for the guarantor incurring obligations and giving rights under this guarantee and indemnity.

(c) The guarantor unconditionally and irrevocably guarantees to the Vendor payment of the all amounts which, whether at law, in equity, under statute or otherwise, are payable, are owing but not currently payable, are contingently owing or which remain unpaid by the Purchaser to the Vendor at any time or which are reasonably foreseeable as likely, after that time, to fall within those categories for any reason or circumstances in connection with this contract or any transaction contemplated by it.

(d) The guarantor unconditionally and irrevocably guarantees to the Vendor due and punctual performance by the Purchaser of all the Purchaser's express or implied obligations to the Vendor in connection with this contract or any transaction contemplated by it.

(e) If the Purchaser does not pay any amounts described in special condition 53(c) when due, and in accordance with this contract, then the guarantor agrees to pay such amounts to the Vendor on demand from the Vendor whether or not demand has been made on the Purchaser. A demand may be at any time and from time to time.

(f) If the Purchaser does not duly and punctually perform its obligations described in special condition 53(d) in accordance with the terms of the document under which they are to be performed then the guarantor agrees to perform such obligations on demand from the Vendor whether or not demand has been made on the Purchaser. A demand may be at any time and from time to time. As a separate undertaking the guarantor indemnifies the Vendor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with:

(i) the amounts described in special condition 53(c) not being recoverable from the guarantor or from the Purchaser; and

(ii) the obligations described in special condition 53(d) not being duly and punctually performed,

because of any circumstance whatsoever.

(g) The guarantee and indemnity is a continuing security and extends to all of the amounts described in special condition 53(c) and other money payable under this guarantee and indemnity and to all the obligations described in special condition 53(d). The guarantor waives any rights it has on first requiring the Vendor to proceed against or enforce any other right power remedy or security or claim payment from the Purchaser or any person before claiming from the guarantor under this guarantee and indemnity.

(h) The liabilities of the guarantor under this guarantee and indemnity as a guarantor, indemnifier or principal debtor and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, without limitation, one or more of the following:

(i) the Vendor or other person granting time or other indulgence to compounding or comprising with or releasing the Purchaser;

(ii) acquiescence, delay, acts, omissions or mistakes on the part of the Vendor; or

(iii) any variation or novation of a right of the Vendor, or alteration of this contract or a document, in respect of the Purchaser.

(i) So long as the amounts described in special condition 53(c) or other amounts payable under this guarantee and indemnity remain unpaid or the obligations described in special condition 53(d) or any of them remain unperformed the guarantor may not without consent of the Vendor:

(i) make a claim or enforce a right against the Purchaser or the Purchaser's property; or

(ii) prove in competition with the Vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due.

(j) The guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

(k) This special condition is an essential term of the contract and does not merge on completion.

54. Foreign Investment

(a) In this clause:

"Foreign Person" has the meaning within the *Foreign Acquisitions and Takeovers Act 1975* (Cth) and *Foreign Acquisition and Takeovers Regulations 2015* (Cth).

"FIRB Approval" means any approval required to be obtained by a Foreign Person from the Treasurer for the purpose of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) *and Foreign Acquisition and Takeovers Regulations 2015* (Cth).

(b) Declaration of Purchaser

(i) Except where otherwise disclosed by the Purchaser pursuant to clause 54(c) the Purchaser warrants at the date of this Contract and again at Completion that:

(A) the Purchaser is not a Foreign Person, and

(B) the Purchaser is not required to obtain FIRB Approval for the purpose of entering into this Contract.

(ii) The warranty in clause 54(b)(i) is an essential term of this Contract, a breach of which entitles the Vendor to terminate.

(iii) The Purchaser acknowledges that the Vendor has entered into this Contract in reliance on this warranty in clause 54(b)(i).

(c) Requirement for FIRB Approval

The Purchaser must, on or before the entering into of this Contract:

(i) provide to the Vendor's solicitors the address of the Purchaser (and if a company or trust, the names and addresses of the principal shareholders and beneficiaries); and

(ii) advise the Vendor's solicitors whether the Purchaser is a Foreign Person,

to enable the Vendor to comply with the terms of any FIRB Approval that it may procure.

(d) Notwithstanding any other clause in this Contract, in the event that the Vendor has not procured FIRB Approval on or by the date of this Agreement and the Purchaser is a Foreign Person that requires FIRB Approval, then the Purchaser must:

(i) at the Purchaser's cost and within 7 days of the date of this Contract, lodge an application for FIRB Approval, pay the applicable fee in respect of the application, and provide evidence to the Vendor of the Purchaser's compliance with this clause, time being of the essence; and

(ii) provide to the Vendor, within sixty (60) days of the Contract date:

(A) evidence that FIRB Approval has been granted, either unconditionally, or subject to conditions; or

(B) evidence from the Treasurer that FIRB Approval will not or may not be granted.

(e) If the Purchaser:

(i) provides a false warranty in breach of clause 54(b)(i), or

(ii) fails to lodge an application for FIRB Approval under clause 54(d)(i), or

(iii) fails to provide the Vendor with notice and evidence of the outcome of the FIRB Approval application in accordance with clause 60(d)(ii), or

(iv) provides the Vendor evidence under clause 54(d)(ii)(B) that FIRB Approval will not be granted,

then the Vendor may *rescind* the Contract and the provisions of clause 19 shall apply.

(f) The Purchaser warrants any information provided by it under this clause 54 is true and correct.

(g) **Prohibited Entities**

The Purchaser:

(i) represents and warrants that it is not a prohibited entity and is not owned or controlled by, or acts on behalf of, any prohibited entity; and

(ii) indemnifies the vendor against any non-compliance by the vendor with all anti-terrorism legislation and anti-money laundering legislation in Australia including, without limitation, Part 4 of the *Charter of the United Nations Act 1945* and Part 5.3 of the *Criminal Code Act 1995* due to a breach by the purchaser of its representation or warranty in this clause.

(h) This clause 54 is an essential term of the Contract, a breach of which entitles the Vendor to terminate.

55. Caveat by Purchaser

(a) The Purchaser must not do any act matter or thing or permit any act matter or thing to be done which will prevent or delay or may have the effect of preventing or delaying the registration of the Draft Plan of Subdivision. Without limiting the generality of the foregoing the Purchaser agrees that is an essential condition of this contract that it will not at any time:

(i) prior to the date of registration of the Plan of Subdivision lodge or cause or permit to be lodged a caveat on the title to the Development Site or any part of the site; or

(ii) prior to completion grant or create any security, mortgage or charge over the property.

(b) For the purpose of withdrawing any caveat referred to in clause 55(a) the Purchaser hereby appoints the Vendor or any of its officers, its attorneys to sign any withdrawal of caveat.

56. Exercise of Certain Rights to Rescind

(a) If a right to rescind expressly given in this contract is not exercised within the period specified for its exercise then it may not be exercised.

(b) Unless otherwise permitted by law, the Purchaser has no right to rescind, and must not take any action to seek to rescind, this contract, except in accordance with an express rescission right set out in this contract. If a right to rescind given by a clause in this contract is not exercised within the period specified for its exercise it may not thereafter be exercised.

57. Rights to Continue to Apply after Completion

Rights under this Contract which can apply after completion continue to apply despite completion.

58. Subject to Commercial Viability

(a) Despite any other provision in this Contract, the Vendor may by notice to the Purchaser *rescind* this Contract if in the Vendor's sole and absolute opinion the Development becomes commercially unviable for reasons outside the Vendor's control, including but not limited to:

(i) increase in construction costs; or
(ii) delays in supply, logistics, shipping or transport lines; or
(iii) any requirement (being any notice, order, direction, statute, ordinance, proclamation, regulation, scheme, permit, by-law or other regulatory requirement, present or future, affecting or relating to the Land, the Property, the use of the Property or the Development irrespective of whether the requirement is addressed to the Vendor, the Purchaser or any other person) imposed by an Authority in relation to the Development and is in the opinion of the vendor (acting reasonably) too onerous on the vendor to perform or accept;
(iv) the vendor determining that construction of civil works will not proceed;
(v) the relevant Authority failing to certify the Plan of Subdivisionfor any reason; or
(vi) any other reason outside the vendor's reasonable control.

(b) If the Vendor has served a notice upon the Purchaser pursuant to clause (a), then clause 19 shall apply.

59. Service by Email

Despite anything in clause 20.6, a document under or relating to this contract may be *served* by email, in which event it is *served* by or on a party:

(a) where a solicitor/conveyancer for the party is named in the contract, if it is sent using the solicitor's/conveyancer's email address stated in the contract or any other email address which that solicitor may have notified to the sender from time to time or such email address used by the solicitor/conveyancer in correspondence with the Vendor's solicitor;

(b) where there is no solicitor named in the contract in respect of a party, if it is sent using the email address stated in the contract for that party (if any) or any other email address which that party may have notified to the sender; and

(c) unless otherwise specified in this Contract, on the business day on which it is received unless it is received after 5:00pm in which case, it is taken to have been *served* on the commencement of the next business day.

60. Street address

The Purchaser acknowledges that the address of the Property at completion may be different from the address of the Property specified in this contract and the Purchaser may not make any *requisition* or claim, delay completion or *rescind* or *terminate* because of that difference.

61. Governing law

(a) This contract is governed by the law in force in New South Wales.

(b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including by claiming that the action has been brought in an inconvenient forum or those courts do not have jurisdiction.

(c) Any document in action (including any writ or summons or other originating process or any third or other party notice) may be *served* on any party by being delivered to or left for that party at that party's solicitor's address.

62. Execution under Power of Attorney

(a) The Purchaser acknowledges that this contract may be executed by an attorney of the Vendor under the Power of Attorney.

(b) If this contract is executed by an attorney of the Vendor under the Power of Attorney that attorney is taken to have declared that he has no notice of the revocation of the Power of Attorney.

63. Encumbrances

(a) The Purchaser acknowledges that if, on completion, there is registered against the title to the property any mortgage, encumbrances, lease or caveat, then the Purchaser must, on completion, accept a discharge, reconveyance, surrender or withdrawal (as the case may be) with the appropriate registration fee.

(b) Despite clause 62(a) if a caveat lodged by or on behalf of the Purchaser's interest under this contract or any person claiming through or under the Purchaser is registered against the title to the property the Purchaser must complete this

contract despite that caveat and provide to the Vendor a withdrawal of caveat in registrable form, together with the appropriate registration fees, so far as the caveat affects any other lots in the Plan of Subdivision.

64. GST

(a) In this clause of the Contract the following words and expressions have the following meaning:

"**GST**" means the same as in the GST Law, and any other goods and services tax or any tax, levy, charge or impost which applies in a similar way;

"**GST Law**" has the same meaning as in the *A New Tax System (Goods and Services Tax)*
Act 1999 (Cth) as amended, renamed or replaced from time to time; and

"**Margin Scheme**" means Margin Scheme as that term is defined in the GST Law.

(b) The price is inclusive of GST. Any other consideration to be paid or provided for a supply under this Contract or any related transaction document, unless elsewhere specifically expressed to include GST, does not include an amount on account of GST.

(c) The parties agree that the Vendor will use the Margin Scheme under the GST Law to calculate the GST in respect of the price. The Purchaser acknowledges that it will not be entitled to an input tax credit/s.

(d) The Vendor and the Purchaser agree and acknowledge that, to the extent that the Margin Scheme is applied to any supply made under this Contract, they are relying on the Commissioner of Taxation's public ruling GSTR2006/8 to determine the Vendor's eligibility to apply the Margin Scheme to that supply and to calculate the amount of GST payable.

(e) The Purchaser agrees that the Vendor is not required to deliver to the Purchaser a tax invoice for the taxable supply.

(f) This special condition will not merge on the completion of this Contract.

65. Change in Registered Proprietor

If any other entity other than the Vendor becomes the registered proprietor of the property before completion, the terms of this Contract (including any guarantee) benefit the new registered proprietor as if it were originally a party to this Contract as Vendor, and the parties must promptly enter into an agreement to bring this into effect.

66. Granting of Security

(a) The Vendor discloses and the Purchaser is aware that the Vendor may assign or novate the Vendor's interest in this Contract (including the benefit of any personal guarantee, bank guarantee or deposit bond) and if the Vendor does so the Purchaser cannot make any *requisition* or claim, delay completion or *rescind* or *terminate*.

(b) The Vendor discloses and the Purchaser is aware that the Vendor has granted or may grant a mortgage, charge or other security over the Vendor's interest:

(i) in the Development Site, or

(ii) in this Contract, or

(iii) in any contract for the construction of the Building, or

(iv) in the deposit paid under this Contract,

and, if the Vendor has done or does so, the Purchaser cannot make any *requisition* or claim, delay completion, *rescind* or *terminate*.

(c) The Purchaser cannot *rescind* this Contract:

(i) in connection with the Development Site or the Vendor (or both), if a person holding a mortgage over the Development Site or security from the Vendor becomes a mortgagee in possession or appoints a receiver, receiver and manager or agent, or

(ii) in connection with any contract for the construction of the Building, if a person holding a mortgage over the Development Site or security from the Vendor substitutes itself or a person appointed by itself for the Vendor.

67. Bank Guarantee

(a) In this Contract:

Bank Guarantee means a bank guarantee issued in favour of the Vendor to secure payment of the Deposit. The Bank Guarantee must be issued by an Australian Bank or other Australian Institution acceptable to the Vendor ("**Bank Guarantor**") and in a form acceptable to the Vendor at its sole discretion.

(b) Subject to this clause, the delivery of the Bank Guarantee on or before the Contract Date, to the person nominated in this Contract as the *depositholder* (or the Vendor's Solicitor) will, to the extent of the amount guaranteed under the Bank Guarantee, be deemed for the purposes of this Contract to satisfy payment of the Deposit.

(c) The Purchaser must pay the amount set out in the Bank Guarantee to the Vendor in cash or by unendorsed bank cheque on completion of this Contract to the Vendor.

(d) If the Vendor is entitled to recover the Deposit it may claim the Bank Guarantee. To the extent that the amount has not already been paid to the Vendor by the Bank Guarantor, the Purchaser will immediately pay the Deposit (or so much of the Deposit as has not been paid) to the Vendor.

(e) The Vendor acknowledges that payment by the Bank Guarantor under the Bank Guarantee will, to the extent of the amount paid, be in satisfaction of the Purchaser's obligation to pay the Deposit under clause 67(d)

(f) The Bank Guarantee must:

(i) have an expire date not less than one month after the Sunset Date,

(ii) be assignable by the Purchaser at the Purchaser's sole discretion; and

(iii) accurately reflect the conditions and particulars in this Contract, as required by the Vendor.

(g) The Vendor may notify the Purchaser if, in the Vendor's reasonable opinion, the Bank Guarantee has an expiry date which occurs before the expected date of

completion of the Contract. If the Purchaser receives such notification the Purchaser must not later than 60 days before that expiry date (in which respect time is of the essence):

(i) replace the Bank Guarantee with a replacement Bank Guarantee acceptable to the Vendor which has an expiry date occurring more than 30 days after the Vendor's estimated date of completion; or

(ii) pay the Deposit or any outstanding part of the Deposit to the Deposit holder.

(h) The Purchaser's obligations under this clause are an essential term of the contract and failure to comply with these obligations will entitle the Vendor to *terminate* the Contract.

68. Resale

The Purchaser must not sell the Property to any third-party purchaser, enter into any agreement or option to sell the Property, or commence any marketing of the Property before all of the lots in the Plan of Subdivision which have been offered for sale in the open market have been sold and settled. The Purchaser must not use any of the Vendor's marketing materials without express written consent. This clause does not merge on completion.

69. Adjoining Land Owned by Vendor or any related entities

The Purchaser agrees that the Vendor or any related entitles are not obliged to contribute to any fencing work required under section 6 of the *Dividing Fences Act 1991* (NSW).

70. Retaining Walls

The Vendor has no obligation to construct, install or provide any retaining walls, earthworks or other structural supports.

71. Invalidity

If any provision of the Contract offends any law applicable to it and is as a consequence illegal, invalid or unenforceable then such invalidity or unenforceability will not affect the operation or interpretation of any other provision of the Contract to the intent that the invalid or unenforceable provision will be treated as severed from the Contract to the extent of such invalidity or unenforceability.

The rights, duties and remedies granted or imposed under the provisions of this Contract operate to the extent not excluded by law.

72. Entire Agreement

This Contract contains the entire agreement between the parties in relation to the subject matter and replaces all previous representations or proposals not contained in this agreement.

73. Exchange by Counterparts and Electronic Exchange

(d) This Contract may be executed in any number of counterparts and may be exchanged by scanned email copies.

(e) The Purchaser acknowledges and agrees that an original counterpart contract executed by the Vendor or the Vendor's attorney will not be provided if the Contract is exchanged electronically by scanned email copies. The Vendor is not required to provide such a contract to the Purchaser.

(f) The Vendor's legal representative will be responsible for exchanging the contracts and inserting the date.

(g) The Purchaser must not make any requisitions or claim, delay completion or rescind or terminate because of this clause 73 or the Vendor's failure to provide the said counterpart of the Contract.

74. GST Withholding

(a) This clause applies if Subdivision 14-E of Schedule 1 of the *Taxation Administration Act 1953* (Cth) applies to the sale of the Property.

(b) In this clause, the following definitions apply:

(i) **Commissioner** means the Commissioner of Taxation.
(ii) **GST Withholding Amount** means the amount to be paid to the Commissioner determined in accordance with sections 14-250(6) to 14-250(11) of Schedule 1 of the TA Act.
(iii) **TA Act** means the Taxation Administration Act 1953 (Cth).
(iv) **Purchaser's Notice** means the Purchaser's notification lodged with the Commissioner in accordance with section 16-150 of Schedule 1 of the TA Act.

(c) If the Purchaser is required to make a payment to the Commissioner under section 14-250 of Schedule 1 of the TA Act, the Purchaser must:

(i) either:

(A) provide to the Vendor on or before completion a bank cheque for the GST Withholding Amount; or

(B) if the parties have agreed to effect completion electronically, pay the GST Withholding Amount by electronic funds transfer to the account nominated by the Commissioner; and

(ii) on or before completion, give the Vendor evidence of the Purchaser's Notice.

(d) Upon completion, the Vendor's solicitor will, as agent for the Purchaser, forward to the Commissioner any bank cheque provided under clause 74(c)(i)(A).

(e) The provisions of clause 74 (c) are essential terms of the Contract.

(f) This clause will not merge on completion.

75. Release of Deposit upon Termination of Contract

(a) Notwithstanding any other provisions of this Contract, upon termination of this Contract due to the default of the Purchaser, the Vendor will be entitled to the Deposit and all accrued interest and the Purchaser hereby expressly consents to, and irrevocably directs and authorises the depositholder to release all deposit moneys and any accrued interest to the Vendor or as the Vendor may direct.

(b) If required, the Purchaser must promptly sign any document/trust release authority that is necessary or required by the depositholder to give effect for the release of the Deposit and all accrued interest.

(c) The Purchaser acknowledges and agrees that it will release and indemnify the depositholder from all claims, suits, demands, causes of action, damages, costs and expenses of every description whatsoever arising out of or in relation to this clause 75.

(d) The depositholder may plead this clause 75 as a bar to any action, suit or proceeding commenced, continued or taken by any other part, or on any other party's behalf, in respect of, or arising out of or in connection with any of the matter set out in this clause 75.

(e) Both parties acknowledge and agree that the rights and obligations in this clause 75 under this contract will survive the termination of this contract.

(f) This clause 75 is an essential clause of the contract.

76. Interest on the Deposit

If the deposit is invested, and this Contract is *rescinded* or *terminated*, then all of the interest accrued on the deposit will be paid to the party entitled to the deposit.

77. Manifest errors on adjustments

If there has been a manifest error made on adjustment of periodic outgoings and rent (if applicable) under clause 14 and completion has occurred, then either party may *serve* notice to the other party specifying the error and the amount of the claim ("**claim**"). The party who has benefitted from such manifest error must, within 14 days of the notice, pay out the claim to the other party. This clause does not merge on completion.

78. Original Contract Documentation

(a) Subject to clause 73, the Purchaser acknowledges and agrees that an original counterpart contract executed by the Vendor or the Vendor's attorney will not be provided if the Contract is exchanged electronically by scanned email copies. The Vendor is not required to provide such a contract to the Purchaser.

(b) The vendor 's legal representative will be responsible for exchanging the contracts and inserting the date.

(c) The purchaser must not make any requisitions or clam, delay completion or rescind or terminate because of this clause 78 or the Vendor's failure to provide the said counterpart of the Contract.

79. Draft Network Sewer Plans not available

The Purchaser acknowledges and agrees that draft network sewer plans are not a prescribed document under s52A(2)(a) of the Conveyancing Act 1919 (NSW) and the Vendor does not currently hold a copy and is not obliged to provide a copy of the said plans. The Purchaser must not make any requisitions or claim, delay completion or rescind or terminate because of this clause 79.

80. Land Tax

(a) If completion is scheduled to occur before a land tax clearance certificate under section 47 of the *Land Tax Management Act 1956 (NSW)* for the year in which completion occurs is available from Revenue NSW, the Vendor may comply with clause 24.4 of the Contract by providing to the Purchaser at least 14 days before completion:

(i) a land tax clearance certificate under section 47 for the immediately preceding calendar year; and

(ii) a written undertaking from the Vendor (or the Vendor's solicitor as the Vendor's agent) to pay all land tax (if any) payable in respect of the Property for the calendar year in which completion occurs, adjusted as at the date of completion.

(b) The Purchaser agrees to accept the documents referred to in paragraph (a) in satisfaction of the Vendor's obligation to provide a land tax clearance certificate under section 47 of *the Land Tax Management Act 1956 (NSW)*.

(c) Upon the Vendor receiving an assessment or clearance certificate for the year of completion, the Vendor must provide to the Purchaser within 7 days a copy of:

(i) the assessment together with evidence of payment; or

(ii) a clearance certificate under section 47 for the year of completion.

81. Breach of Statutory Warranty by Vendor

(a) If the Purchaser discovers that the Vendor has breached any warranty implied by *the Conveyancing (Sale of Land) Regulation 2017 (NSW)*, the Purchaser must, within 7 days of discovering that breach, notify the Vendor in writing of that breach.

(b) If the Vendor breaches any warranty implied by the *Conveyancing (Sale of Land) 2017 (NSW)*, the Vendor may, before completion, serve a notice:

(i) specifying the breach

(ii) requesting the Purchaser to *serve* a notice irrevocably waiving the breach (Waiver); and

(iii) indicating the Vendor intends to rescind this Contract if the Waiver is not served within 14 days of service of the notice.

(c) The Vendor may *rescind* if:

(i) the Vendor *serves* a notice under clause (b); and

(ii) the Purchaser does not *serve* the Waiver within the time required under the notice

(d) If the Purchaser serves a Waiver before the Vendor rescinds under clause 70(c), the Vendor is no longer entitled to rescind under clause 70(c).

(e) The Purchaser has no claim against the Vendor for breach of any warranty implied by the Conveyancing (Sale of Land) Regulation 2017 (NSW) other than the right of rescission conferred by that Regulation.

82. Registered Proprietor

The Vendor discloses that the Vendor is one of the proprietors of the Land as a tenant in common. Before completion, the Property will be registered in the Vendor’s sole name. The Purchaser will not make any claim of *requisition*, delay completion, *rescind* or *terminate* with respect to any matter relating to this disclosure.

83. Amendments

The parties have agreed to further amendments to the Contract as detailed in copies of emails and correspondence ("**Exchanged Correspondence**") between the parties and/or their solicitors attached to the Contract. The Exchanged Correspondence, including any requests for amendments and responses and additional provisions, form part of this Contract, and any requested amendments to this Contract which have been agreed to by the Vendor will have the effect of varying this Contract.

84. Schedule of agreed amendments

The Contract is deemed to be amended as follows and to the extent of any inconsistency, the provisions in this clause will prevail.

Item	Clause	Variation/Amendment
(a)	Additional clause	

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 16/3403

SEARCH DATE	TIME	EDITION NO	DATE
11/12/2025	6:11 PM	8	22/10/2025

LAND

LOT 16 IN DEPOSITED PLAN 3403
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP3403

FIRST SCHEDULE

CHRISTINE CAM QUYEN DIEP
IN 249/10000 SHARE
LINDA LAM
IN 186/10000 SHARE
HEARTHWOOD PROPERTY PTY LTD
IN 9565/10000 SHARE
AS TENANTS IN COMMON (T AV483593)

SECOND SCHEDULE (6 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 J316897 COVENANT
3 AV483594 MORTGAGE TO CENTAUR PROPERTY HOLDINGS PTY LTD
4 AV528833 MORTGAGE TO EANG LAM & SIV NGIM LAM AS REGARDS THE SHARE OF HEARTHWOOD PROPERTY PTY LTD
5 AV528834 MORTGAGE TO EANG LAM & SIV NGIM LAM AS REGARDS THE SHARE OF LINDA LAM
6 AV528835 MORTGAGE TO EANG LAM & SIV NGIM LAM AS REGARDS THE SHARE OF CHRISTINE CAM QUYEN DIEP

NOTATIONS

UNREGISTERED DEALINGS: PP DP1314106 DP1322529.

*** END OF SEARCH ***

glskeyp2 PRINTED ON 11/12/2025

Obtained from NSW LRS on 11 December 2025 05:11 PM AEST © Office of the Registrar-General 2025
* 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. Dye & Durham 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. Note: Information contained in this document is provided by Dye & Durham Solutions Pty Ltd, ABN 35 099 032 596, www.dyedurham.com.au an approved NSW Information Broker.

Req:R404352 /Doc:DP 0003403 P /Rev:18-Mar-2019 /NSW LRS /Prt:11-Dec-2025 18:12 /Seq:1 of 3
© Office of the Registrar-General /Src:GlobalX /Ref:glskeyp2

DP3403

DP3403

Lodged by
W. Kenny
Vol 1230 Fol 237

"A"

3403

PLAN

of the

ICKLETON ESTATE

Near Hoxton Park

PARISH OF CABRAMATTA

COUNTY OF CUMBERLAND

Scale - 5 Chains to an Inch

Vol: 1230 fo: 237

2000 ac Grant to Barron Field 13th January 1818



This is the Plan marked "A" referred to in the annexed Declaration by Henry F. Halloran made before me this 22nd day of September 1897.

Henry F. Halloran

Licensed Surveyor.

22/9/97

Req:R404352 /Doc:DP 0003403 P /Rev:18-Mar-2019 /NSW LRS /Prt:11-Dec-2025 18:12 /Seq:2 of 3
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CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 3403

LINKS	METRES
99.6	20.035
100	20.115
108	21.725
189.5	38.12
200.1	40.255
333	66.99
399.3	80.33
400	80.47
500	100.58
500.03	100.59
500.04	100.59
500.05	100.59
500.08	100.6
500.1	100.6
500.15	100.61
500.16	100.62
500.19	100.62
500.21	100.63
501.81	100.95
502.25	101.04
502.59	101.1
503.13	101.21
504.44	101.48
505	101.59
523.5	105.31
735.1	147.88
823.5	165.66
872.5	175.52
1176.5	236.67
1600	321.87
1843.5	370.85
1904.5	383.12
1918.5	385.94
1928.5	387.95
1934	389.06
1949	392.08
1955	393.28
1957	393.69
1959.5	394.19
1961.5	394.59
1966.5	395.6
1969	396.1
1972.5	396.8
1976	397.51
[illegible].5	397.61
	398.31
	398.51
	399.72
	402.36
	407.57
	408.87
	418.43
	420.94

P	HA
.09	3.845
9	3.867
15 1/4	3.883
16	3.885
2 18 1/2	3.891
2 24 3/4	3.9
3 1 1/2	3.949
9 3 4	3.956
9 3 6 1/2	3.962
9 3 10 1/4	3.972
9 3 12	3.976
9 3 16 1/2	3.987
9 3 18 3/4	3.993
9 3 19 1/4	3.994
9 3 20 3/4	3.998
9 3 22 1/2	4.0
9 3 25 1/2	4.01
9 3 26 3/4	4.013
9 3 27	4.014
9 3 32 1/4	4.027

Req:R404352 /Doc:DP 0003403 P /Rev:18-Mar-2019 /NSW LRS /Prt:11-Dec-2025 18:12 /Seq:3 of 3
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CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 3403 CONTINUED

AC	RD	P	HA
10	-	-	4.047
10	-	3 1/2	4.056
10	-	28 3/4	4.12
10	1	4 3/4	4.16
10	1	7 1/4	4.166
10	1	28 3/4	4.221
16	1	3	6.584

Req:R404359 /Doc:DL J316897 /Rev:03-Apr-1997 /NSW LRS /Pgs:ALL /Prt:11-Dec-2025 18:14 /Seq:1 of 4
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THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE

R.P. 13A. No. J 316897

Fees:— £ s. d.
Lodgment 2 10 -
Endorsement : :
Certificate Copy 1 - -
: :
£ 3 10 -

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

DULY STAMPED

COMMONWEALTH BUILDING COMPANY PTY. LIMITED,

(herein called transferor)

being registered as the proprietor of an estate in fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Two thousand five hundred pounds - (£ 2500.0.0.) (the receipt whereof is hereby acknowledged) paid to it by ADELCHI MARCHESAN

do hereby transfer to

ADELCHI MARCHESAN OF 18 VICIORIA STREET, LEWISHAM, BOTTLER,

(herein called transferee)

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

County.	Parish.	Reference to Title. Whole or Part.	Vol.	Fol.	Description of Land (if part only).
Cumberland	Cabramatta	part	2847	92	being Lot 16 in Deposited Plan No. 3403.

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

(Trusts must not be disclosed in the transfer.)

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

§ Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common

¶ The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being Lot ... sec. ... D.P. ..." or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. ... Fol. ...".

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

30123—W 1.61 Sc 437 K 165—2 V. C. N. Blight, Government Printer

Req:R404359 /Doc:DL J316897 /Rev:03-Apr-1997 /NSW LRS /Pgs:ALL /Prt:11-Dec-2025 18:14 /Seq:2 of 4
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~~And the transferee covenant(s) with the transferor~~[1]

And the Transferee for himself and his assigns covenants with the Transferor its successors and assigns for the benefit of any adjoining land owned by the Transferor but only during the ownership thereof by the Transferor his successors and assigns other than purchasers on sale that no fence shall be erected on the property hereby transferred to divide it from such adjoining land without the consent of the Transferor his successors or assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor his successors or assigns and in favour of any person dealing with the Transferee or his successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be released varied or modified by the owner or owners for the time being of such adjoining land.

[1] Strike out if unnecessary, or suitably adjust,
(i) if any easements are to be created or any exceptions to be made, or
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.

ENCUMBRANCES, &c., REFERRED TO.[2]

[2] A very short note will suffice.

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

Signed at the day of 1963.

Signed in my presence by the Transferor

WHO IS PERSONALLY KNOWN TO ME

The Seal of the Company was affixed hereto this day of 1963 in the presence of

Director

Secretary.

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Transferee(s).

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

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

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

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

MEMORANDUM AS TO NON REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19 .

Signed in the presence of—

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

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

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

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

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

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

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

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No. J 316897

LODGED BY GIOVANELLI & BURGES SOLICITORS, 27 HUNTER STREET, SYDNEY.

FEES.

The Fees, which are payable on lodgment, are as follows:—

(a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.

(b) A supplementary charge of 10s is made in each of the following—
(i) where a restrictive covenant is imposed; or
(ii) a new easement is created; or
(iii) a partial discharge of mortgage is endorsed on the transfer.

(c) Where a new Certificate of Title must issue the scale charges are—
(i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
(ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
(iii) as approved where more than one simple diagram, or an extensive diagram will appear.

Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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

PARTIAL DISCHARGE OF MORTGAGE.

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

I,

mortgagee under Mortgage No.

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

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

Dated at this day of 19 .

Signed in my presence by }

who is personally known to me. }

Mortgagee.

INDEXED

MEMORANDUM OF TRANSFER

Covenant

Checked by

Particulars entered in Register Book,
Volume 2847 Folio 92.

Passed (in S.D.B.) by

M.P.D.

the 22nd day of July 1963 at 30 minutes past 12 o'clock in the afternoon.

Signed by

Registrar General.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		17/5.
Draft examined		17.5.63
Diagram prepared		9/7/63
Diagram examined		9/7/63
Draft forwarded		10/7/63
Supt. of Engrossers		
Cancellation Clerk		26/7/63

VOL. 9482 FOL. 115

LIVERPOOL CITY COUNCIL

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Ref.: OR-1C1OGMJVZYSKUB-:187143
Ppty: 11370

Cert. No.: 4183

Applicant:
THE SEARCH PEOPLE PTY LTD
GPO BOX 1585
SYDNEY NSW 2001

Receipt No.: 6574527
Receipt Amt.: 177.00
Date: 12-Dec-2025

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 16 DP 3403**
Street Address: **231 GURNER AVENUE, 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 the 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*	**Yes**
	Edmondson Park South DCP 2012	**No**
	Western Sydney Aerotropolis DCP 2022	**No**
	Planning for Bushfire Protection (Rural Fire Services, 2025)*	**Yes**
	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**

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
	Liverpool Growth Centre Precincts DCP*	**Yes**, see Figure 2-9 of Schedule 1 of the Liverpool Growth Centres Precinct DCP
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 this 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?

Yes, part of the land is bushfire prone land

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. 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.

THE FOLLOWING INFORMATION IS PROVIDED PURSUANT TO SECTION 10.7(5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT (EP&A ACT) 1979

1. Controlled access road

Does the land have a boundary to a controlled access road?

No

2. Sewer Access and On-site Management

On-Site Sewerage Management System/s

Council's records indicate that the property may not be connected to Sydney Water's sewerage system.

If the property is not connected and emits any waste water (sewerage) it must have an On-Site Sewerage Management System that is operating satisfactorily. It is the ongoing responsibility of the current owner(s) of the property (at any given time) to ensure that any On-Site Sewerage Management System continually operate in compliance with the relevant provisions of the Local Government Act 1993, and the Protection of the Environment Operations Act 1997 (including regulations made there under).

It is recommended that any applicant intending to purchase the property make enquires to ascertain if the property has an On-Site Sewerage Management System and engage the services of a suitably qualified wastewater engineer or plumber to assess the condition and compliance status of those system(s).

This property is serviced by an on-site sewage management system which requires on-going maintenance. If the system fails, an application under Section 68 of the Local Government Act 1993 may need to be submitted to Council to replace the system.

3. Other Information in Relation to Water Restrictions

All/part of the property is identified as flood prone and is within the low risk flood category. Low Flood Risk Category means the outer extent of the floodplain (within the extent of the probable maximum flood) but not identified within either the High Flood Risk or the Medium Flood Risk Category. Refer to Section 1(c) of this certificate for the relevant DCP which contains controls relating to flood prone land.

Note: flooding certificate with level information will be provided only if the response to Section 9(1) of the Section 10.7(2) Certificate is 'Yes' or the land is fully/partially located in medium/high

flooding risk area. No flood related development control applies to residential premises (exclude group homes and senior housing) if the land is only affected by low risk flood.

4. Contaminated Land

Nil

5. Airport Noise Affectation*

Nil

6. Environmentally Significant Land

Nil

7. Archaeological Management Plan

Nil

8. Western Sydney Long Term Strategic Corridors*

Has the NSW Government identified that the land may be traversed by, or located near, a future transport corridor as identified in the Western Sydney Long Term Strategic Corridors project?

No

For more information on the Western Sydney Long Term Strategic Corridors, visit: https://www.transport.nsw.gov.au/corridors

9. Fifteenth Avenue Smart Transit Project

Not Applicable

10. Offensive Odour and Rural Land Uses

The land is within the South-West Growth Centre. Despite the current zone, the land was formerly within a rural zoned area. In this area, there are certain agricultural activities that can cause noise, dust and odours that some people may find offensive. This should be taken into account when purchasing a dwelling or considering the erection of a dwelling house. The potential impact of any activities which may impact on nearby agricultural producers (such as pets, inadequate fencing, litter, poor weed control) should also be considered.

11. Other Matters

Nil

Jason Breton
Chief Executive Officer
Liverpool City Council

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

Sewer Service Diagram

Application Number: 8004880777

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of Liverpool. **No.** 560969

SYMBOLS AND ABBREVIATIONS

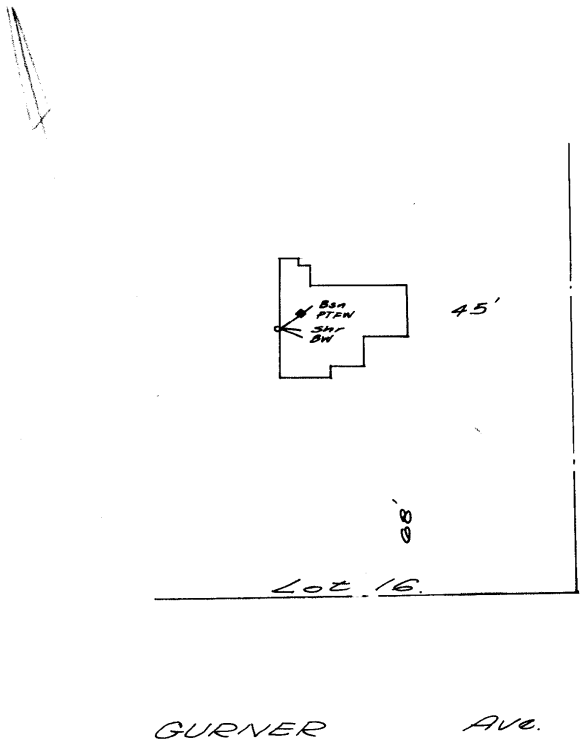
⌑	Boundary Trap	⊠ R.V.	Reflux Valve	I.P.	Induct Pipe	Bsn.	Basin
■	Pit	⊸	Cleaning Eye	M.F.	Mica Flap	Shr.	Shower
⊟ G.I.	Grease Interceptor	O Vert.	Vertical Pipe	T.	Tubs	W.I.P.	Wrought Iron Pipe
⊠	Gully	O V.P.	Vent. Pipe	K.S.	Kitchen Sink	C.I.P.	Cast Iron Pipe
⊠ P.T.	P. Trap	O S.V.P.	Soil Vent. Pipe	W.C.	Water Closet	F. W.	Floor Waste
⊠ R.S.	Reflux Sink		D.C.C. Down Cast Cowl	B.W.	Bath Waste	W.M.	Washing Machine

Scale: 40 Feet To An Inch

no SEWER AVAILABLE

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

Drainage not Supervised.



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

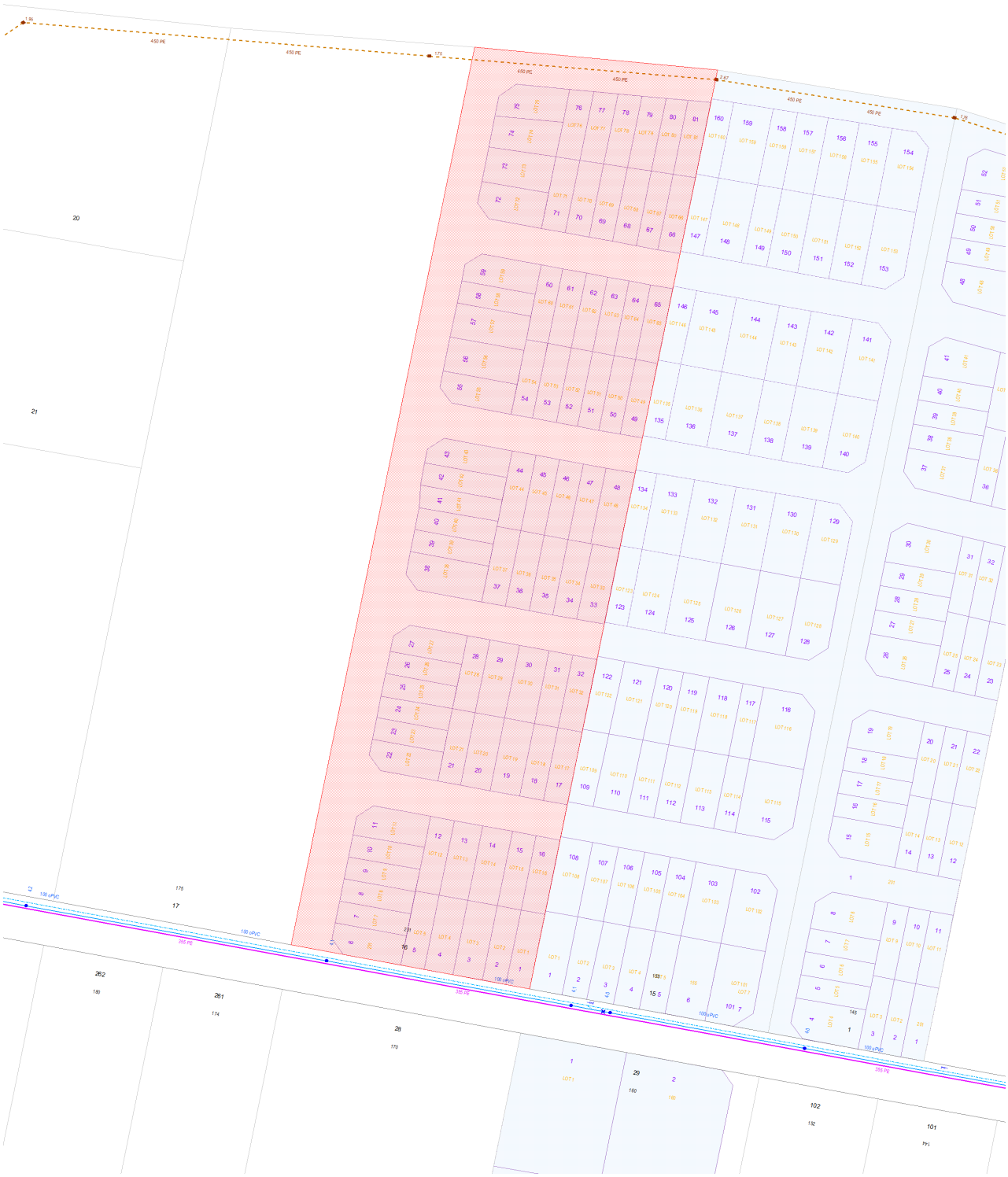
SHEET No. T 1271 OFFICE USE ONLY For Engineer House Services

	DRAINAGE			PLUMBING	
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth.		/ /	Date / /		/ /
Shr.	Inspector		Outfall HL LL	Inspector	
Bsn.	Examined by		Drainer	651-695.	
K.S.			Plumber		
T.		/ /			
Plg.	Chief Inspector		Boundary Trap is/is not required		
Dge. Int.					
Dge. Ext.	Tracing Checked	/ /			

Document generated at 11-12-2025 06:20:13 PM

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

Service Location Print
Application Number: 8004880778



Document generated at 11-12-2025 06:20:09 PM

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

Asset Information

Legend

Sewer

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

Pressure Sewer

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

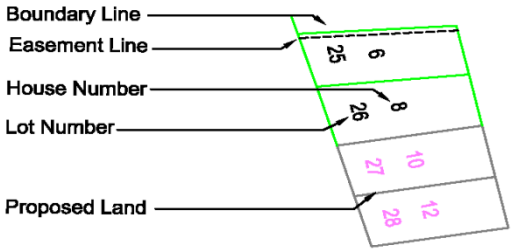
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



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

Water

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

Private Mains

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

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

Pipe Types

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

Further Information

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

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

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

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

PLAN FORM 6 (2024) **WARNING: Creasing or folding will lead to rejection**

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 6 sheet(s)

Office Use Only

Registered:

Title System:

Office Use Only

DRAFT

PLAN OF REDEFINITION OF LOT 1 IN DP1322529

LGA: LIVERPOOL

Locality: AUSTRAL

Parish: CABRAMATTA

County: CUMBERLAND

Survey Certificate

I, MONY C SENG.....

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

*(a) the land shown in this plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2024*,

~~*(b) part of the land shown in this plan, being (..... .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2024*, and the part of the land not surveyed was compiled in accordance with the regulation, section 26(3),~~

~~*(c) the land shown in this plan was compiled~~

~~(d) the survey is accurate and complete~~

Datum Line: "X-Y".....

Type: *Urban/*~~Rural~~

~~*Tolerance required under the SSIR 2024, s.26(3): .....~~

Signature: ……Dated: 23/01/2026-DRAFT

Address: 408/5 CELEBRATION DR, BELLA VISTA NSW 2153……

*Name of Firm: …EASTCOAST POSITIONING P/L……

Surveyor Identification No: SU008192 .....

*Strike out or omit if irrelevant

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

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

~~Signature: .....~~

~~Date: .....~~

~~File Number: .....~~

~~Office: .....~~

~~Subdivision Certificate~~

~~I, ...~~

~~*Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.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: .....~~

~~Registration number: .....~~

~~Consent Authority: .....~~

~~Date of endorsement: .....~~

~~Subdivision Certificate number: .....~~

~~File number: .....~~

~~*Strike through if inapplicable.~~

Plans used in the preparation of survey/compilation.

DP1322529

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

Surveyor's Reference:ECP3110.L.02

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

PLAN FORM 6A (2024) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 6 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF REDEFINITION OF LOT 1 IN DP1322529

Subdivision Certificate number: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 61(1)(c) *SSI Regulation 2024*
- 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 IT IS INTENDED TO CREATE:

1. Easement for Access & Maintenance 0.9 wide (A)
2. Easement for Drainage of Water 1.5 wide (B)
3. Easement for Padmount Substation 2.75 wide (C)
4. Restriction On Use (D)
5. Restriction On Use (E)

SSI REGULATION 2017 CLAUSE 60(c) – SCHEDULE OF STREET ADDRESSES				
Lot number	Street number	Street name	Street type	Locality
1	231	Gurner	Avenue	Austral
2	231	Gurner	Avenue	Austral
3	231	Gurner	Avenue	Austral
4	231	Gurner	Avenue	Austral
5	231	Gurner	Avenue	Austral
6	231	Gurner	Avenue	Austral
7	231	Gurner	Avenue	Austral
8	231	Gurner	Avenue	Austral
9	231	Gurner	Avenue	Austral
10	231	Gurner	Avenue	Austral
11	231	Gurner	Avenue	Austral
12	231	Gurner	Avenue	Austral
13	231	Gurner	Avenue	Austral
14	231	Gurner	Avenue	Austral
15	231	Gurner	Avenue	Austral
16	231	Gurner	Avenue	Austral
17	231	Gurner	Avenue	Austral
18	231	Gurner	Avenue	Austral
19	231	Gurner	Avenue	Austral
20	231	Gurner	Avenue	Austral
21	231	Gurner	Avenue	Austral
22	231	Gurner	Avenue	Austral

If space is insufficient use additional annexure sheet

Surveyor's Reference:ECP3110.L.02

PLAN FORM 6A (2024) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 6 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF REDEFINITION OF LOT 1 IN DP1322529

Subdivision Certificate number: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 61(1)(c) *SSI Regulation 2024*
- 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.

SSI REGULATION 2017 CLAUSE 60(c) – SCHEDULE OF STREET ADDRESSES				
Lot number	Street number	Street name	Street type	Locality
23	231	Gurner	Avenue	Austral
24	231	Gurner	Avenue	Austral
25	231	Gurner	Avenue	Austral
26	231	Gurner	Avenue	Austral
27	231	Gurner	Avenue	Austral
28	231	Gurner	Avenue	Austral
29	231	Gurner	Avenue	Austral
30	231	Gurner	Avenue	Austral
31	231	Gurner	Avenue	Austral
32	231	Gurner	Avenue	Austral
33	231	Gurner	Avenue	Austral
34	231	Gurner	Avenue	Austral
35	231	Gurner	Avenue	Austral
36	231	Gurner	Avenue	Austral
37	231	Gurner	Avenue	Austral
38	231	Gurner	Avenue	Austral
39	231	Gurner	Avenue	Austral
40	231	Gurner	Avenue	Austral
41	231	Gurner	Avenue	Austral
42	231	Gurner	Avenue	Austral
43	231	Gurner	Avenue	Austral
44	231	Gurner	Avenue	Austral
45	231	Gurner	Avenue	Austral
46	231	Gurner	Avenue	Austral
47	231	Gurner	Avenue	Austral
48	231	Gurner	Avenue	Austral
49	231	Gurner	Avenue	Austral
50	231	Gurner	Avenue	Austral
51	231	Gurner	Avenue	Austral
52	231	Gurner	Avenue	Austral
53	231	Gurner	Avenue	Austral
54	231	Gurner	Avenue	Austral

If space is insufficient use additional annexure sheet

Surveyor's Reference:ECP3110.L.02

PLAN FORM 6A (2024) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 6 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF REDEFINITION OF LOT 1 IN DP1322529

Subdivision Certificate number: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 61(1)(c) *SSI Regulation 2024*
- 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.

SSI REGULATION 2017 CLAUSE 60(c) – SCHEDULE OF STREET ADDRESSES				
Lot number	Street number	Street name	Street type	Locality
55	231	Gurner	Avenue	Austral
56	231	Gurner	Avenue	Austral
57	231	Gurner	Avenue	Austral
58	231	Gurner	Avenue	Austral
59	231	Gurner	Avenue	Austral
60	231	Gurner	Avenue	Austral
61	231	Gurner	Avenue	Austral
62	231	Gurner	Avenue	Austral
63	231	Gurner	Avenue	Austral
64	231	Gurner	Avenue	Austral
65	231	Gurner	Avenue	Austral
66	231	Gurner	Avenue	Austral
67	231	Gurner	Avenue	Austral
68	231	Gurner	Avenue	Austral
69	231	Gurner	Avenue	Austral
70	231	Gurner	Avenue	Austral
71	231	Gurner	Avenue	Austral
72	231	Gurner	Avenue	Austral
73	231	Gurner	Avenue	Austral
74	231	Gurner	Avenue	Austral
75	231	Gurner	Avenue	Austral
76	231	Gurner	Avenue	Austral
77	231	Gurner	Avenue	Austral
78	231	Gurner	Avenue	Austral
79	231	Gurner	Avenue	Austral
80	231	Gurner	Avenue	Austral
81	231	Gurner	Avenue	Austral

If space is insufficient use additional annexure sheet

Surveyor's Reference:ECP3110.L.02

PLAN FORM 6A (2024) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 6 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF REDEFINITION OF LOT 1 IN DP1322529

Subdivision Certificate number: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 61(1)(c) *SSI Regulation 2024*
- 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.

Registered Proprietor

Executed by Hearthwood Property Pty Ltd (ACN: 685 642 273)
in accordance with section 127 of the corporations Act 2001

…….
Signature of Sole Director/Secretary

……Hok Heng Lam……
Name in full

……
Signature of Director

…….……..
Name in

Name: Linda Lam (owner) **Witnessed**

Sign: …….. Name: …….. Sign: ……

Address: ……

Name: Christine Cam Quyan Diep (Owner) **Witnessed**

Sign: …….. Name: …….. Sign: ……

Address: ……

If space is insufficient use additional annexure sheet

Surveyor's Reference:ECP3110.L.02

PLAN FORM 6A (2024) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of 6 sheet(s)

Office Use Only

Registered:

Office Use Only

PLAN OF REDEFINITION OF LOT 1 IN DP1322529

Subdivision Certificate number: .....

Date of Endorsement: .....

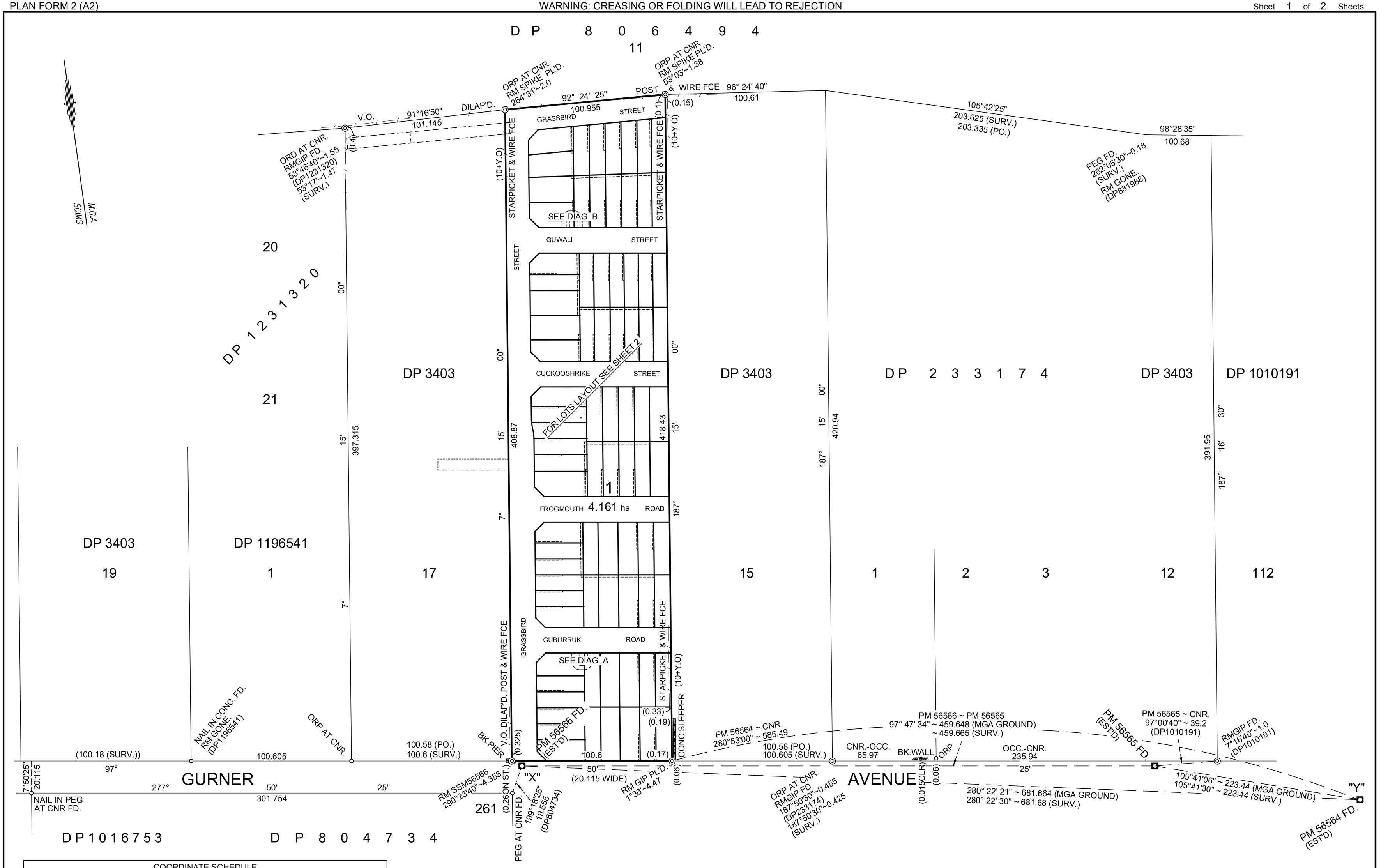
This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 61(1)(c) *SSI Regulation 2024*
- 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.

Mortgagee

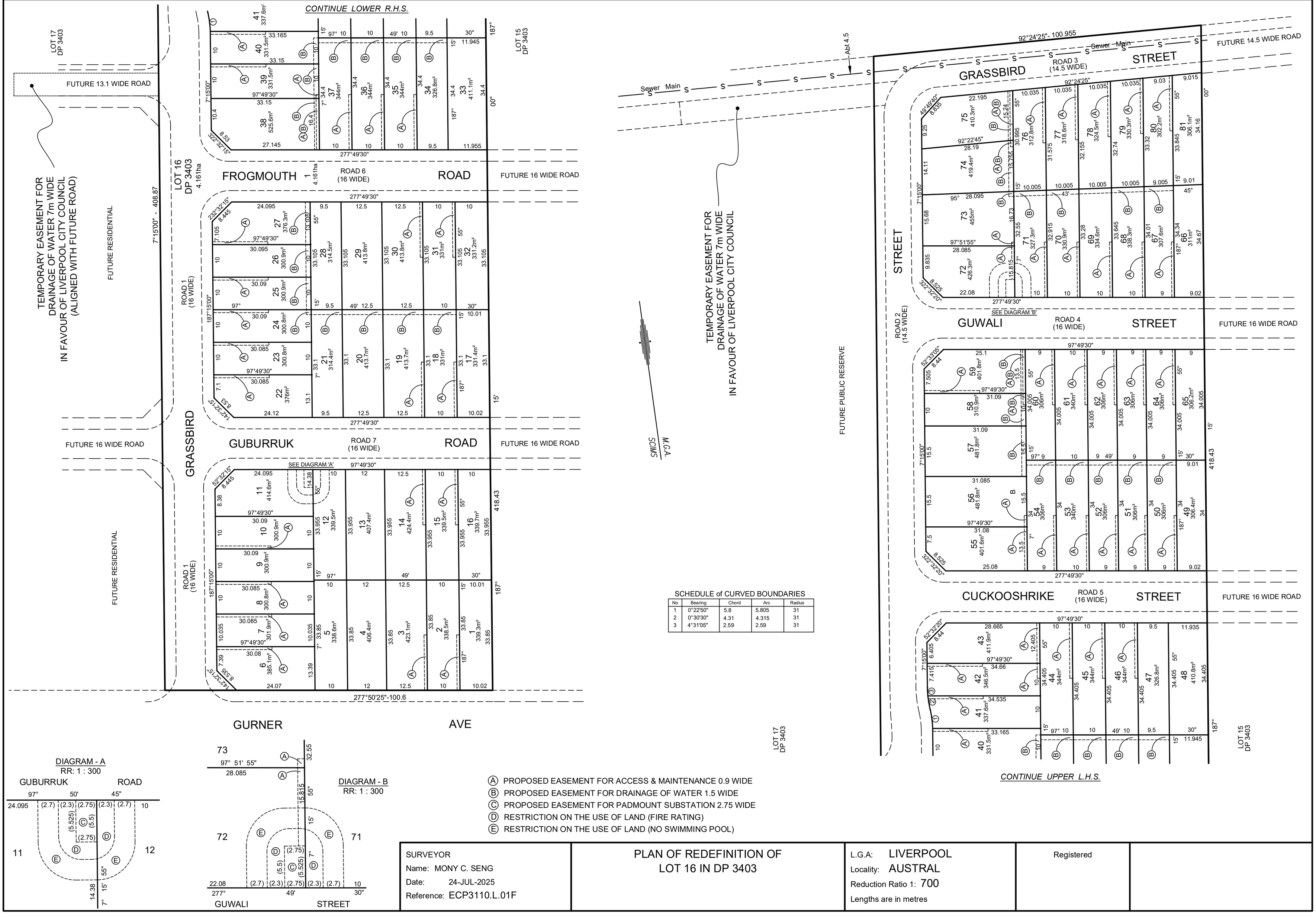
If space is insufficient use additional annexure sheet

Surveyor's Reference:ECP3110.L.02



COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
PM 56564	297476.495	6245479.330	C	0.02	SCIMS	FOUND
PM 56565	297261.354	6245539.743	C	0.02	SCIMS	FOUND
PM 56566	296805.907	6245602.074	C	0.03	SCIMS	FOUND
DATE OF SCIMS COORDINATES: 7-JUL-2025		MGA ZONE: 56			MGA DATUM: GDA2020	
COMBINED SCALE FACTOR: 1.000096						

SURVEYOR Name: MONY C. SENG Date: 24-JUL-2025 Reference: ECP3110.L.01F	PLAN OF REDEFINITION OF LOT 16 IN DP 3403	L.G.A: LIVERPOOL Locality: AUSTRAL Reduction Ratio 1: 1500 Lengths are in metres	Registered	



SCHEDULE of CURVED BOUNDARIES

No	Bearing	Chord	Arc	Radius
1	0°22'50"	5.8	5.805	31
2	0°30'30"	4.31	4.315	31
3	4°31'05"	2.59	2.59	31

DIAGRAM - A
RR: 1 : 300

DIAGRAM - B
RR: 1 : 300

Ⓐ PROPOSED EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
Ⓑ PROPOSED EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
Ⓒ PROPOSED EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
Ⓓ RESTRICTION ON THE USE OF LAND (FIRE RATING)
Ⓔ RESTRICTION ON THE USE OF LAND (NO SWIMMING POOL)

SURVEYOR Name: MONY C. SENG Date: 24-JUL-2025 Reference: ECP3110.L.01F	PLAN OF REDEFINITION OF LOT 16 IN DP 3403	L.G.A: LIVERPOOL Locality: AUSTRAL Reduction Ratio 1: 700 Lengths are in metres	Registered

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: Plan of Proposed Subdivision of Lot 1 in DP1322529

Full name and address of the owner of the Land: Hearthwood Property Pty Ltd (ABN: 685 642 273) &

Linda Lam & Christine Cam Quyen Diep

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement For Access & Maintenance 0.9 wide (A)	2,3,6,7,8,10,14,15,18,19, 22,23,24,25,27,30,31,35, 36,37,38,39,40,41,42,43, 44,45,46,50,51,52,53,54, 55,56,57,58,59,60,61,62, 63,64,67,68,69,70,71,72, 74,75,76,77,78,79&80	1,2,7,8,9,10,15,16,17,18, 23,24,25,26,31,32,34,35, 36,37,40,41,42,43,44,45, 46,47,49,50,51,52,53,54, 58,60,61,62,63,64,65,66, 67,68,69,70,71,76,77,78, 79,80&81
2	Easement to Drain water 1.5 wide (B)	18,19,20,21,24,25,26&27 19,20,21,24,25,26&27 20,21,24,25,26&27 21,24,25,26&27 24,25,26&27 25,26&27 26&27 27 34,35,36,37,40,39&38 35,36,37,40,39&38 36,37,40,39&38 37,40,39&38 40,39&38 39&38	17 17&18 17,18&19 17,18,19&20 17,18,19,20&21 17,18,19,20,21&24 17,18,19,20,21,24&25 17,18,19,20,21,24,25&26 33 33&34 33,34&35 33,34,35&36 33,34,35,36&37 33,34,35,36,37&40

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: Plan of Proposed Subdivision of Lot 1 in DP1322529

Full name and address of the owner of the Land: Hearthwood Property Pty Ltd (ABN: 685 642 273) &

Linda Lam & Christine Cam Quyen Diep

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
		38	33,34,35,36,37,40&39
		50,51,52,53,54,57,58&59	49&56
		51,52,53,54,57,58&59	49&50&56
		52,53,54,57,58&59	49,50&51&56
		53,54,57,58&59	49,50,51&52&56
		54,57,58&59	49,50,51,52&53&56
		57,58&59	49,50,51,52,53&54&56
		58&59	49,50,51,52,53,54&57&56
		59	49,50,51,52,53,54,57&58&56
		67,68,69,70,71,73,74&75	66
		68,69,70,71,73,74&75	66&67
		69,70,71,73,74&75	66,67&68
		70,71,73,74&75	66,67,68&69
		71,73,74&75	66,67,68,69&70
		73,74&75	66,67,68,69,70&71
		74&75	66,67,68,69,70,71&73
		75	66,67,68,69,70,71,73&74
3	Easement For Padmount Substation 2.75 wide (C)	11 & 72	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: Plan of Proposed Subdivision of Lot 1 in DP1322529

Full name and address of the owner of the Land: Hearthwood Property Pty Ltd (ABN: 685 642 273) &

Linda Lam & Christine Cam Quyen Diep

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
4	Restriction On The Use Of Land (D)	11&12 71&72	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
5	Restriction On The Use of Land (E)	11&12 71&72	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan:	Plan of Proposed Subdivision of Lot 1 in DP1322529
Full name and address of the owner of the Land:	Hearthwood Property Pty Ltd (ABN: 685 642 273) & Linda Lam & Christine Cam Quyen Diep

Part 2 (Terms)

1. Terms of Easement for Access & Waste Collection number 1 in the plan:

1.1 The owner of the lot benefited may:
(a) at the expiration of at least one weeks' notice served on the owner or occupier of a lot burdened, use the lot burdened for the purposes of carrying out necessary work on, or on any structure on, the lot benefited which cannot otherwise reasonably be carried out, and
(b) do anything reasonably necessary for that purpose, including:
(i) entering the lot burdened, and
(ii) taking anything on to the burdened.

1.2 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.

2. Terms of Easement to Drain Water number 2 in the plan:

An easement to drain water within the meaning of Part 3 of Schedule 8 and Schedule 4A of the Conveyancing Act 1919 (NSW) as amended from time to time.

3. Terms of Easement for Padmount Substation number 3 in the plan:

The terms set out in Memorandum No AK104621 registered at Land & Property Information NSW are incorporated into this document.

Plan:	Plan of Proposed Subdivision of Lot 1 in DP1322529
Full name and address of the owner of the Land:	Hearthwood Property Pty Ltd (ABN: 685 642 273) & Linda Lam & Christine Cam Quyen Diep

4. Terms of Restriction On The Use of Land number 4 in the 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.

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 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 fire fighting systems such as automatic sprinklers.

4.0 Lessee of Endeavour Energy’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 Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or

nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

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 Endeavour Energy.

5. Terms of Restriction On The Use of Land number 5 in the 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 on the plan.

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

3.0 Lessee of Endeavour Energy's 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 Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

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 Endeavour Energy.

.

Name of authority empowered to release, vary or modify easement restriction or positive covenant numbered 3,4&5 in the plan:

Epsilon Distribution Ministerial Holding Corporation

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan: Plan of Proposed Subdivision of Lot 1 in DP1322529

Full name and address of the owner of the Land: Hearthwood Property Pty Ltd (ABN: 685 642 273) &

Linda Lam & Christine Cam Quyen Diep

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

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 witness:

_____

Name of witness:

_____

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

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 _____

No _____

EE reference:
_____

Date:
_____

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan:	Plan of Proposed Subdivision of Lot 1 in DP1322529
Full name and address of the owner of the Land:	Hearthwood Property Pty Ltd (ABN: 685 642 273) & Linda Lam & Christine Cam Quyen Diep

Registered Proprietor

Executed by Hearthwood Property Pty Ltd (ACN: 685 642 273)
in accordance with section 127 of the corporations Act 2001

…….	……
Signature of Sole Director/Secretary	**Signature of Director**
……Hok Heng Lam……	……..……..
Name in full	**Name in**

Name: Linda Lam (owner) **Witnessed**

Sign: …….. Name: …….. Sign: ……..……

Address:
……

Name: Christine Cam Quyan Diep (Owner) **Witnessed**

Sign: …….. Name: …….. Sign: ……..……

Address:
……

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Plan:	Plan of Proposed Subdivision of Lot 1 in DP1322529
Full name and address of the owner of the Land:	Hearthwood Property Pty Ltd (ABN: 685 642 273) & Linda Lam & Christine Cam Quyen Diep

MORTGAGEE

Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	Hearthwood Property Pty Ltd ACN 685 642 273
PROPERTY	Lot _____, 231 Gurner Avenue, Austral, NSW 2179

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	☑ No ☐ Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	☑ No ☐ Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	☑ No ☐ Yes **If Yes, please specify scheme type:**

DETAILS					
Completion	Refer to clause 34.1		**Refer to clause(s):**	34.1	
Is there a sunset date?	☐ No ☑ Yes	**Can this date be extended?**	☐ No ☑ Yes	**Refer to clause(s):**	34.1, 40.4 and 41
Does the purchaser pay anything more if they do not complete on time?	☐ No ☑ Yes	Provide details, including relevant clause(s) of contract:	Refer to clauses 38(a)(i) and 40.4		
Has development approval been obtained?	☐ No ☑ Yes	Development Approval No:	DA-17/2022		
Has a principal certifying authority been appointed?	☑ No ☐ Yes	Provide details:	Click or tap here to enter text:		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	☐ No ☑ Yes	Provide details, including relevant clause(s) of contract:	Refer to clauses 42 and 58		

ATTACHMENTS *(s66ZM(2) of the Conveyancing Act 1919)*

The following prescribed documents are included in this disclosure statement *(select all that apply)*.

- ☑ draft plan
- ☑ s88B instrument proposed to be lodged with draft plan
- ☐ proposed schedule of finishes
- ☐ draft strata by-laws
- ☐ draft strata development contract
- ☐ draft community/precinct/neighbourhood/ management statement
- ☐ draft community/precinct/neighbourhood/ development contract
- ☐ draft strata management statement
- ☐ draft building management statement