

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Waters & Carpenter First National Real Estate 112 South Parade Auburn NSW 2144	Phone 02 9649-0238 Email jpollicina@waterscarpenter.com.au Ref John Pollicina
co-agent vendor	John Moses and Robert Christopher Moses (as to 28 Park Road, Auburn) and PG Flood & Associates Pty Limited ACN 000 860 766 as trustee for Bainview Unit Trust (as to 26 and 28 Park Road, Auburn) all of 199 Marsden Road, Carlingford NSW 2118	
vendor's solicitor	Hunt & Hunt 1 Innovation Road, North Ryde NSW 2113, DX 23503 Eastwood	Phone +61 2 9804 5700 Email jdominello@hunts.com.au Ref JPD/963635
date for completion	subject to clause 49, 42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	26-28 Park Road, Auburn and being the whole of the lands in Certificates of Title Folio Identifiers 1/194290 (as to 26 Park Road) and 36/78968 (as to 28 Park Road)	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
attached copies	<input checked="" type="checkbox"/> COMMERCIAL PREMISES (26 Park Rd) <input checked="" type="checkbox"/> HOUSE (28 Park Rd) <input type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

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

vendor

witness

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

Purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

IF INSUFFICIENT SPACE TO SIGN, PLEASE USE PAGE 1A

PAGE 1A TO CONTRACT FOR THE SALE OF LAND BETWEEN JOHN MOSES, ROBERT CHRISTOPHER MOSES AND PG FLOOD & ASSOCIATES PTY LIMITED ACN 000 860 766 AS TRUSTEE FOR BAINVIEW UNIT TRUST AND THE PURCHASER REFERRED TO HEREIN

Signed by the vendor

VENDOR – John Moses

VENDOR – Robert Christopher Moses

WITNESS

Executed by PG Flood & Associates
Pty Limited ACN 000 860 766
in accordance with its Constitution

Signature of Authorised Officer

Name of Authorised Officer

Position held

Signed by the purchaser

PURCHASER

PURCHASER

WITNESS

Signature of Authorised Officer

Name of Authorised Officer

Position held

If purchaser is a corporation

Executed by the purchaser
in accordance with its Constitution

Signature of Authorised Officer

Name of Authorised Officer

Position held

Signature of Authorised Officer

Name of Authorised Officer

Position held

If guarantee applies pursuant to Clause 42

Signed by the guarantor in the
presence of

WITNESS

GUARANTOR

GUARANTOR

ChoicesVendor agrees to accept a **deposit-bond** (clause 3)☐ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30)**PEXA****Electronic transaction** (clause 30)☐ no ☐ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve within 14 days of the contract date):

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☐ no ☒ YES**GST:** Taxable supply☒ NO☐ yes in full☐ yes to an extent

margin scheme will be used in making the taxable supply

☐ NO☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an **GSTRW payment**
(GST residential withholding payment)☐ NO☐ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number if applicable:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of **GSTRW payment**: \$**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

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

Not applicable

FOR LIST OF DOCUMENTS, SEE PAGE 3A

List of Documents**General****As to 26 Park Road, Auburn**

- property certificate for the land (Folio ID 1/194290)
- plan of the land (DP194290)
- Book 3540 No 826 (easement)
- sewerage service diagram
- S10.7(2) certificate (Environmental Planning and Assessment Act 1979)

As to 28 Park Road, Auburn

- property certificate for the land (Folio ID 36/78968)
- plan of the land (DP78968)
- J100674 (easement)
- sewerage service diagram
- S10.7(2) certificate (Environmental Planning and Assessment Act 1979)

As to both

- sewer location diagram
- Benchmark Surveys Pty Ltd survey sketch dated 25 October 2018
- form of requisitions (residential)

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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
 - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

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*.
- 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; any
- 10.1.8 easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
 - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
 - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
 - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *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.

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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 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.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.3);
 - 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; and
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 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 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.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) 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.

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 s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 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 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each party must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - 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 form of 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 The vendor must give a proper covenant to produce where relevant.

25.9 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.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
 - 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

CONTRACT FOR THE SALE OF LAND BETWEEN JOHN MOSES, ROBERT CHRISTOPHER MOSES AND PG FLOOD & ASSOCIATES PTY LIMITED ACN 000 860 766 AS TRUSTEE FOR BAINVIEW UNIT TRUST AND THE PURCHASER REFERRED TO HEREIN AND MADE ON THE CONTRACT DATE

In the event of any inconsistency between the following Additional Clauses and the Standard Conditions of this contract, the Additional Clauses shall take precedence.

33.1 The Standard Conditions of this contract are amended by:

- (a) amending the definition of *bank* in Clause 1 by deleting “, a building society or a credit union”;
- (b) deleting from Clause 3.10.1, “*normally*,”;
- (c) amending Clause 5.1 to read “if a form of *requisitions* is attached to this contract, the purchaser can only raise general questions in that form and must do so within 21 days after the contract date”;
- (d) amending Clause 7.1.1 to read “the total amount claimed exceeds \$1.00;”
- (e) deleting from Clause 10.3, “*Normally*,”;
- (f) deleting the first 2 bullet points from Clause 14.4.2.
- (g) deleting from Clause 16.3 “(being an estate in fee simple)”;
- (h) amending the first line of Clause 23.5.2 by deleting “but” and substituting “whether or not it”;
- (i) amending Clause 23.6.1 by deleting “even if it is payable by instalments” and substituting “but only in respect to instalments which fall due before the date for completion of this contract”; and
- (j) deleting Clause 23.9.

33.2 Where any part of the deposit is held by the vendor’s solicitor as *depositholder*, then, notwithstanding Clause 16.9 of this contract, the purchaser hereby authorises the vendor’s solicitor to account to the vendor for such deposit upon and by virtue of completion of this contract.

34.1 If, at the time of completion, the vendor requires the use of the deposit for any purpose (including but not limited to the discharge of any mortgage affecting the *property* or in connection with the purchase of another property), the purchaser authorises and directs the *depositholder* to deal with the deposit (or any part of the deposit) in the manner directed in writing by the vendor’s solicitor provided that the vendor’s solicitor shall not deal with such deposit until the time of completion of this contract.

34.2 In the event that the deposit is invested pursuant to Clause 2.9 of this contract, the parties agree and acknowledge that the vendor’s solicitor shall in no way be liable for any delay, default or in any other manner whatsoever in respect of the direction given thereunder.

34.3 Notwithstanding Clause 2.9 of this contract, the purchaser shall not be entitled to share in the interest unless the purchaser has provided the *depositholder* with the purchaser’s tax file number(s) within 14 days of the contract date.

34.4 **Only** if the vendor has agreed to accept a *deposit-bond* in accordance with Standard Condition 3 and the appropriate box in the Choices panel has been marked, the value of the *deposit-bond* must be equivalent to 10% of the sale price (less any deposit paid by cheque or which has been directly deposited into the *depositholder’s* or vendor’s solicitor’s trust account).

- 35.1 If completion does not occur on or before 3.30 pm on the date for completion, at any time thereafter either *party* (not then being in default under this contract) may serve on the other *party* a notice ("Notice to Complete") requiring completion of this contract on a specified date being not less than 14 days after the date of service of the Notice to Complete.
- 35.2 The parties agree that the notice period of not less than 14 days is sufficient and that time will be essential in compliance with the Notice to Complete.
- 36.1 If completion does not occur on or before 3.30 pm on the date for completion, the purchaser shall pay to the vendor by *bank cheque* on completion, interest calculated daily at the rate of 10% per annum on the price (less any deposit actually paid) in respect of the period commencing immediately after the date for completion and ending on the actual date of completion.
- 36.2 The purchaser cannot call upon the vendor to complete this contract unless interest payable under this clause is paid to the vendor on completion. The purchaser acknowledges that payment of such interest is an essential term of this contract.
- 36.3 If completion of this contract is delayed solely by the vendor, interest calculated in accordance with Clause 36.1 shall not apply until the third business day after the vendor notifies the purchaser in writing that the vendor can complete.
- 36.4 If completion does not take place on the date of completion through no fault on the part of the vendor, the purchaser must on the date of completion pay the vendor's solicitor the sum of \$385.00 inclusive of GST being the reasonable legal costs incurred by the vendor resulting from the delay and whether or not the vendor's solicitor has issued a Notice to Complete. The purchaser acknowledges that this is an essential condition of this contract.
- 36.5 If through no fault of the vendor, completion takes place after 3.30 pm on the date for completion or after 3.30 pm on any day after the date for completion, interest shall be payable to the business day after the day on which completion actually takes place.
- 37.1 The purchaser acknowledges that the *property* is being purchased in its present condition and state of repair and subject to any infestation and dilapidation and as a result of the purchaser's own inspection and inquiries. The purchaser cannot make a claim, objection or requisition or rescind or terminate or delay completion in respect of any diminution in the value of the *property* arising from damage to or mechanical failure of any fixtures, fittings and inclusions occurring after the date of this contract, unless such damage was caused by the vendor.
- 37.2 Notwithstanding any provisions herein to the contrary, the *property* is sold in its state of cleanliness and condition as at the date of completion of this contract. The vendor shall not be called upon to remove or be liable for the removal of any refuse, discarded objects, waste material, soil or rubbish which may have been left, deposited or abandoned on the *property*.
- 37.3 If the vendor owns any land which adjoins the *property* hereby sold, the purchaser cannot require the vendor to contribute to the construction or repair of any fence as defined in the Dividing Fences Act 1991.

- 38.1 The purchaser hereby warrants that the purchaser has not been introduced to the *property* or to the vendor by or through the medium of any estate agent or employee of any estate agent other than the agent or agents (if any) nominated on the front page of this contract.
- 38.2 The purchaser shall fully indemnify the vendor against any claim (including any costs incurred by the vendor) made by an estate agent who successfully claims commission from the vendor as a result of a breach of this warranty.
- 38.3 This clause shall not merge on completion.
39. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either *party* at law or in equity had this clause not been included herein, should either *party* prior to completion:
- (a) die or become mentally ill, then either *party* may rescind this contract; or
 - (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or, being a company, resolve to go into liquidation or have a petition for its winding up presented or enter into any scheme of arrangement with its creditors under the provisions of the relevant Corporations Acts or should any Liquidator, Receiver or Official Manager be appointed in respect of it, thereupon that *party* shall be deemed to be in default under this contract.
40. If a cooling-off period applies to this contract and the purchaser requests an extension of the cooling-off period, the purchaser agrees that the purchaser must pay the vendor's legal costs associated with obtaining instructions in relation to that request, such costs agreed at \$220.00 inclusive of GST for each such request. Payment of legal costs under this provision must be paid upon demand or, if this contract is completed, upon the actual date of completion. This is an essential term of this contract.
- 41.1 The purchaser acknowledges that the deposit payable under this contract is 10% of the price.
- 41.2 In the event that the vendor has accepted on the making of this contract payment of an amount which is less than 10% of the price, the purchaser acknowledges that the vendor is entitled to receive and recover the balance of the deposit.
- 41.3 The purchaser must pay the balance of the deposit on the earlier of:-
- (a) when the purchaser defaults in the observance of any obligations under this contract; or
 - (b) the date of completion of this contract; or
 - (c) when the vendor makes demand for payment of same;
- and this time is essential.
- 41.4 The vendor agrees not to make demand for payment of the balance of the deposit before the date for completion unless the purchaser defaults in the observance of any obligations under this contract.
- 41.5. In the event that:

- (a) the purchaser defaults in the observance of any obligations hereunder;
- (b) the purchaser has not paid the full deposit of 10% of the price; and
- (c) the vendor terminates this contract;

the vendor shall be entitled to recover from the purchaser as liquidated damages an amount equal to the unpaid balance of the deposit and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the vendor herein contained or implied notwithstanding any rule of law or equity to the contrary.

41.6 This clause shall not merge on completion of this contract.

42.1 This provision applies if the purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange).

42.2 If the corporation is a single director corporation, that director shall be called the guarantor.

42.3 If the corporation has more than one director, at least two natural persons over the age of 18 years who are directors of the corporation shall be called the guarantor.

42.4 It is an essential term of this contract that the purchaser must procure the guarantor to execute this contract so as to provide this guarantee and indemnity.

42.5 In consideration of the vendor entering into the contract at the guarantor's request, the guarantor guarantees to the vendor:

- (a) the due and punctual payment of all monies payable by the purchaser under this contract; and
- (b) the due and punctual performance of all of the purchaser's other obligations on its part to be performed under this contract.

42.6 The guarantor (jointly and severally) by execution of this guarantee and indemnity:-

- (a) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of the purchaser's obligations under this contract; and
- (b) agrees to pay on demand any money due to the vendor under this indemnity.

42.7 The guarantor is jointly and separately liable with the purchaser to the vendor for:

- (a) the performance by the purchaser of the purchaser's obligations under this contract; and
- (b) any damage incurred by the vendor as a result of the purchaser's failure to perform the purchaser's obligations under this contract or the termination of this contract by the vendor.

42.8 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this guarantee and indemnity.

42.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:

- (a) the granting of any time, waiver, covenant not to sue or other indulgence;
- (b) the release or discharge of any person;
- (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;

- (d) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor or the purchaser by this contract, a statute, a Court or otherwise;
- (e) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- (f) the winding up of the purchaser or the appointment of a Receiver or Receiver and Manager or a Scheme Manager or an Administrator or a Controller of the assets of the purchaser.

- 42.10 This clause shall not merge upon completion of this contract and shall enure for the benefit of the vendor.
43. If "YES" is selected as the Choice for *proposed electronic transaction* and the purchaser serves a notice in accordance with Clause 30.2.2, the purchaser must on completion pay the vendor an additional amount of \$550.00 to cover the vendor's additional legal fees associated with not having the matter conducted as an *electronic transaction*.
- 44.1 The parties agree to accept, for the purposes of exchange of Contracts, signatures by any of the parties which are facsimile, photocopied or in any electronic form.
- 44.2 Where any party's signature is not an original signature, that party will provide to the other party or parties the original signature page within 15 business days after the date of this Contract. If applicable, the front page of the Contract bearing that signature or those signatures must bear the same date as this Contract. A failure to comply with this subclause will not invalidate this Contract.
- 44.3 No party to this Contract shall be entitled to raise any objection, requisition or rescind or terminate or delay completion in respect of this provision.
45. The purchaser cannot make a claim, objection or requisition or rescind or terminate or delay completion in respect of any matter or thing contained in or ascertainable from the attached survey sketch of Benchmark Surveys Pty Ltd dated 25 October 2018. The vendor does not warrant that the survey report is current or discloses all current improvements on the Land.
46. The consideration payable by the purchaser to the vendor under this contract does not include any goods and services tax ("GST"). If any GST is or becomes chargeable with respect to the sale herein, the purchaser must pay the GST or reimburse the vendor for any GST paid or payable by the vendor with respect to this sale. This provision shall enure for the benefit of the vendor notwithstanding completion of this contract and will not merge upon completion hereof.
47. The purchaser acknowledges that the property known as 28 Park Road, Auburn is a residential property which is currently leased under an expired Residential Tenancy Agreement. As this contract provides for vacant possession on completion, the vendor is required to serve notice on the tenant to vacate the *property* in accordance with the provisions of the Residential Tenancies Act 2010. The purchaser will allow the vendor a reasonable time to obtain vacant possession of the *property* and cannot raise any objection, requisition or claim if the date for completion is extended by reason thereof.
48. The purchaser acknowledges that the property known as 26 Park Road, Auburn is currently leased under a commercial lease. If necessary, the purchaser will allow the vendor a reasonable time to obtain vacant possession of that *property* and cannot raise any objection, requisition or claim if the date for completion is extended by reason thereof.

49. Where the completion date under this contract falls due on or after 21 December 2020 and on or before 12 January 2021, the completion date shall be deemed to be 13 January 2021.

NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH
-----FOLIO: 1/194290

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
22/10/2020	10:51 AM	6	27/7/2013

LAND

LOT 1 IN DEPOSITED PLAN 194290
AT AUBURN
LOCAL GOVERNMENT AREA CUMBERLAND
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND
TITLE DIAGRAM DP194290

FIRST SCHEDULE

PG FLOOD & ASSOCIATES PTY LIMITED (T 9962081)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28T(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.
- 3 BK 3540 NO 826 EASEMENT REFERRED TO AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 AH903787 LEASE TO THO VAN HA OF SHOP PREMISES, 26 PARK ROAD, AUBURN. EXPIRES: 3/6/2016. OPTION OF RENEWAL: 3 YEARS.


NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 22/10/2020

10	20	30	40	50	60	70	Table of mm	110	120	130	140
This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 8th October, 1990											

PLAN OF THE LAND COMPRISED IN DEED BK. 3540 NO. 826 CA. 44910 Mun / Shire City AUBURN Parish: LIBERTY PLAINS County: CUMBERLAND Reduction Ratio 1:400 Lengths are in metres		Registered:  5-10-1990 Title System: OLD SYSTEM Purpose: LIMITED FOLIO CREATION Ref Map: U0052-74 Last Plan: DP 982836	
<p>THE PLAN WAS PREPARED SOLELY TO IDENTIFY THE LAND IN THE ABOVE DEED AND THE BOUNDARIES HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL THE PLAN IS NOT A CURRENT PLAN IN TERMS OF SEC. 327AA LOCAL GOVERNMENT ACT, 1919.</p>			
<p>(A) BK 3540 NO 826 : EASEMENT APPROX. 1.22 WIDE.</p> <p>PARK RD</p> <p>MARY ST</p> <p>Diagram showing land parcels and easements:</p> <ul style="list-style-type: none">Parcel 1: 613 m² (39.33) ELY, 194169 D P, 36.575 SLYParcel 2: 613 m² (39.33) WLY, 742938 D P, 36.575 SLYParcel 3: 613 m² (39.33) WLY, 982836 D P, 36.575 SLYParcel 4: 613 m² (39.33) WLY, 89118 D P, 36.575 SLYParcel 5: 613 m² (39.33) WLY, 1317 S. P, 36.575 SLY <p>Diagram showing easements and dimensions:</p> <ul style="list-style-type: none">Easement 1: 1.22 (1.25)Easement 2: 1.22 (1.25)Easement 3: 1.22 (1.25)Easement 4: 1.22 (1.25)Easement 5: 1.22 (1.25)Easement 6: 1.22 (1.25)Easement 7: 1.22 (1.25)Easement 8: 1.22 (1.25)Easement 9: 1.22 (1.25)Easement 10: 1.22 (1.25)Easement 11: 1.22 (1.25)Easement 12: 1.22 (1.25)Easement 13: 1.22 (1.25)Easement 14: 1.22 (1.25)Easement 15: 1.22 (1.25)Easement 16: 1.22 (1.25)Easement 17: 1.22 (1.25)Easement 18: 1.22 (1.25)Easement 19: 1.22 (1.25)Easement 20: 1.22 (1.25)Easement 21: 1.22 (1.25)Easement 22: 1.22 (1.25)Easement 23: 1.22 (1.25)Easement 24: 1.22 (1.25)Easement 25: 1.22 (1.25)Easement 26: 1.22 (1.25)Easement 27: 1.22 (1.25)Easement 28: 1.22 (1.25)Easement 29: 1.22 (1.25)Easement 30: 1.22 (1.25)Easement 31: 1.22 (1.25)Easement 32: 1.22 (1.25)Easement 33: 1.22 (1.25)Easement 34: 1.22 (1.25)Easement 35: 1.22 (1.25)Easement 36: 1.22 (1.25)Easement 37: 1.22 (1.25)Easement 38: 1.22 (1.25)Easement 39: 1.22 (1.25)Easement 40: 1.22 (1.25)Easement 41: 1.22 (1.25)Easement 42: 1.22 (1.25)Easement 43: 1.22 (1.25)Easement 44: 1.22 (1.25)Easement 45: 1.22 (1.25)Easement 46: 1.22 (1.25)Easement 47: 1.22 (1.25)Easement 48: 1.22 (1.25)Easement 49: 1.22 (1.25)Easement 50: 1.22 (1.25)Easement 51: 1.22 (1.25)Easement 52: 1.22 (1.25)Easement 53: 1.22 (1.25)Easement 54: 1.22 (1.25)Easement 55: 1.22 (1.25)Easement 56: 1.22 (1.25)Easement 57: 1.22 (1.25)Easement 58: 1.22 (1.25)Easement 59: 1.22 (1.25)Easement 60: 1.22 (1.25)Easement 61: 1.22 (1.25)Easement 62: 1.22 (1.25)Easement 63: 1.22 (1.25)Easement 64: 1.22 (1.25)Easement 65: 1.22 (1.25)Easement 66: 1.22 (1.25)Easement 67: 1.22 (1.25)Easement 68: 1.22 (1.25)Easement 69: 1.22 (1.25)Easement 70: 1.22 (1.25)Easement 71: 1.22 (1.25)Easement 72: 1.22 (1.25)Easement 73: 1.22 (1.25)Easement 74: 1.22 (1.25)Easement 75: 1.22 (1.25)Easement 76: 1.22 (1.25)Easement 77: 1.22 (1.25)Easement 78: 1.22 (1.25)Easement 79: 1.22 (1.25)Easement 80: 1.22 (1.25)Easement 81: 1.22 (1.25)Easement 82: 1.22 (1.25)Easement 83: 1.22 (1.25)Easement 84: 1.22 (1.25)Easement 85: 1.22 (1.25)Easement 86: 1.22 (1.25)Easement 87: 1.22 (1.25)Easement 88: 1.22 (1.25)Easement 89: 1.22 (1.25)Easement 90: 1.22 (1.25)Easement 91: 1.22 (1.25)Easement 92: 1.22 (1.25)Easement 93: 1.22 (1.25)Easement 94: 1.22 (1.25)Easement 95: 1.22 (1.25)Easement 96: 1.22 (1.25)Easement 97: 1.22 (1.25)Easement 98: 1.22 (1.25)Easement 99: 1.22 (1.25)Easement 100: 1.22 (1.25)			



B D ABBOTT & G
NO 926 Book 3540.

CONVEYANCE

NSW STAMP DUTY \$1-00 Paid

IVA

THIS DEED is made the 30th day of December One thousand nine hundred and eighty two
BETWEEN

MOSES INVESTMENT CO PTY LIMITED a Company incorporated in New South Wales and
having its registered office at 161 Rusden Street, Armidale (called "the Vendor")
AND

BAINVIEW PTY LIMITED a Company incorporated in New South Wales and having its
registered office at 161 Rusden Street, Armidale (called "the Purchaser")

WHEREAS:

A. The Vendor is seised of an estate in fee simple of the land more particular
described in the Schedule.

B. The Vendor has agreed to sell and the Purchaser has agreed to purchase the
said land and improvements thereon upon the following terms and conditions.

NOW THIS DEED WITNESSES that in consideration of the sum of Sixty thousand dollars
(\$60,000.00) paid by the Purchaser to the Vendor (the receipt whereof the Vendor
hereby acknowledges) the Vendor as beneficial owner HEREBY CONVEYS to the Purchaser
in fee simple ALL THAT land more particularly described in the Schedule TO BE HELD by
the Purchaser absolutely.

The Schedule Herein Referred To

ALL THAT piece or parcel of land situated at Auburn in the Parish of Liberty Plains
and County of Cumberland State of New South Wales and being Lot 37 of Section 7 of
a plan in the Land Titles Office catalogued 7(b)L. COMMENCING on the Eastern side
of Park Road formerly Alfred Street at the South West corner of Lot 38 being a point
bearing Southerly and distant one hundred and twenty feet from its intersection with
Mary Street and bounded on the North by Lots 38, 39, 40 and 41 Easterly one hundred
and sixty-five feet to Lot 2 on the East by Lot 2 aforesaid bearing Southerly forty
feet to Lot 36 on the South by Lot 36 aforesaid bearing Westerly one hundred and
sixty five feet to Park Road aforesaid and on the West by the Road Northerly forty
feet to the point of commencement be the said several dimensions all a little more
or less and containing an area of twenty four perches or thereabouts subject however
to an easement granted to the Crown on the thirty first day of January One thousand
nine hundred and eleven over a strip of the said land containing one half perch or
thereabouts having a width of about four feet and running in a North Easterly direction
which is more particularly described as ALL THAT piece or parcel of land situate as
aforesaid and being part of Lot thirty seven COMMENCING on the Southern boundary of
Lot 37 at a point distant one hundred and seventeen feet seven and one eighth inches
Easterly from the South West corner of aforesaid Lot 37 and bounded on the West by a
line bearing Northerly as follows twenty two feet five and three quarter inches

SHEET MUST NOT BE FOLDED OR CREASED

20/11/82
c 9

~~seventeen feet and two feet two and one quarter inches to the Northern boundary of~~
the aforesaid Lot (being a point distant one hundred and twenty nine feet and one
half inches Easterly from the North West corner of Lot 37) thence on the North by
part of that boundary Easterly four feet four and one half inches thence on the
East by lines bearing Southerly as follows three feet eight and three quarter inches
sixteen feet six and one half inches and twenty one feet five and three quarter inches
to the aforesaid Southern boundary and on the South by part of that boundary bearing
Westerly four feet one and one half inches to the point of commencement.

IN WITNESS WHEREOF the Vendor has executed this Deed under Seal on the day and year
first written.

THE COMMON SEAL of MOSES

INVESTMENT CO PTY LIMITED

was hereunto affixed in the

presence of:

)
)
)
)
)
)

CS

M. Moses
Director

Nora M. Moses
Secretary

~~I Helen Adams of Armidale Clerk to B.D. Abbott & Co of Armidale, Solicitors being~~
duly sworn make oath and say:

The writing contained above has been compared by me with the original Conveyance
and is a true copy thereof.

Sworn at Armidale this day of One thousand nine hundred
and eighty three

Before me:



- 2 -

seventeen feet and two feet two and one quarter inches to the Northern boundary of the aforesaid Lot (being a point distant one hundred and twenty nine feet and one half inches Easterly from the North West corner of Lot 37) thence on the North by part of that boundary Easterly four feet four and one half inches thence on the East by lines bearing Southerly as follows three feet eight and three quarter inches sixteen feet six and one half inches and twenty one feet five and three quarter inches to the aforesaid Southern boundary and on the South by part of that boundary bearing Westerly four feet one and one half inches to the point of commencement.

IN WITNESS WHEREOF the Vendor has executed this Deed under Seal on the day and year first written.

THE COMMON SEAL of MOSES
INVESTMENT CO PTY LIMITED
was hereunto affixed in the
presence of:

CS
M. Moses
Director

Nora M. Moses
Secretary

I Helen Adams of Armidale, Clerk to B.D. Abbott & Co, of Armidale, Solicitors being duly sworn make oath and say:

The writing contained above has been compared by me with the original Conveyance and is a true copy thereof.

Helen Adams

Sworn at Armidale this 17th day of March One thousand nine hundred and eighty three Before me:

W. A. Smith
Solicitor

REGISTERED in the office of the Registrar General at Sydney, the

21st day of March, 1983, at 5 minutes past

11 o'clock and lodged by Lida Smith

clerk to Galloway & Co. of Sydney, Law Stationers.

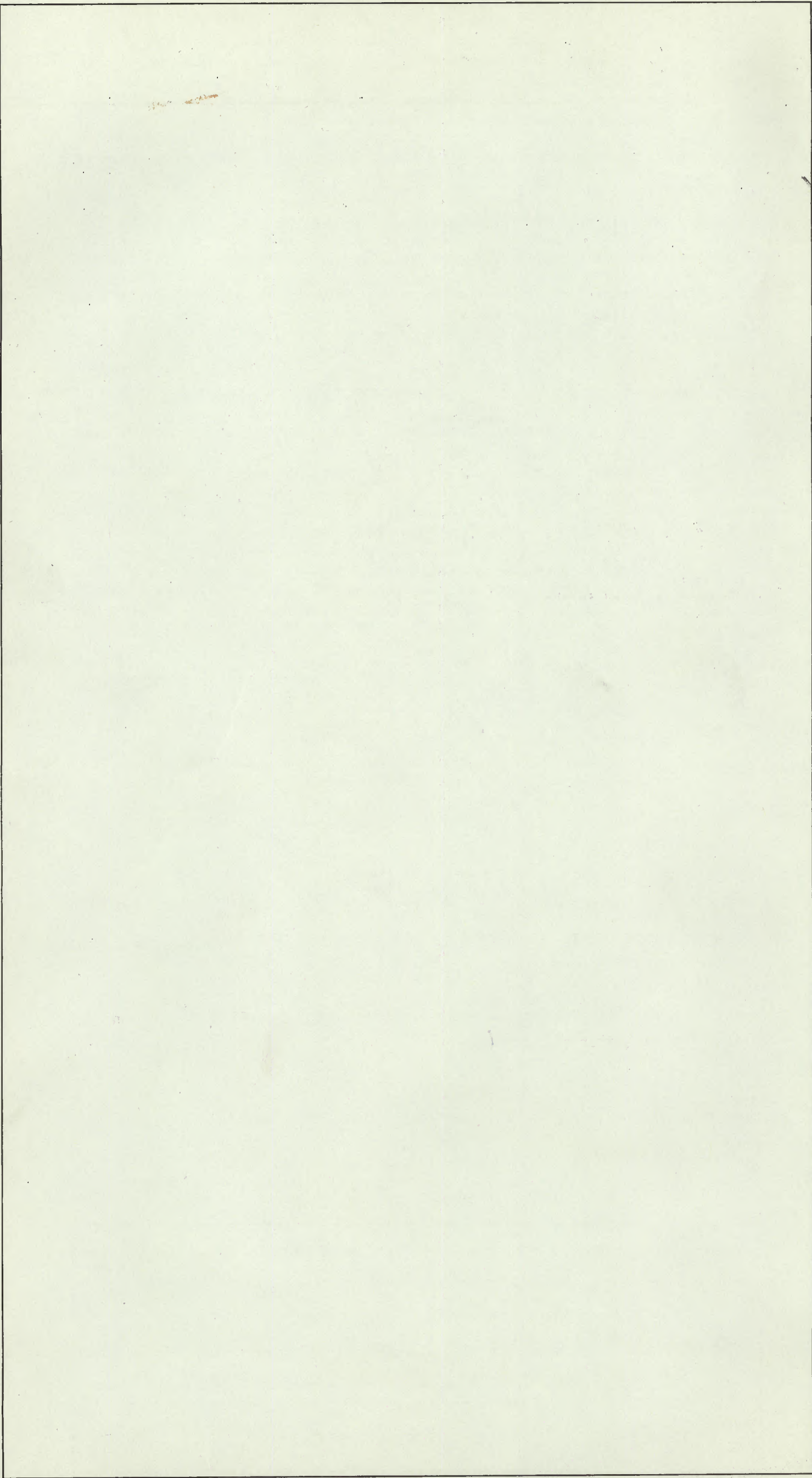
NO 826 Book 3540.

Blair



Registrar General

SHEET MUST NOT BE FOLDED OR CREASED



METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD SEWERAGE SERVICE DIAGRAM

Municipality of *Auburn*No. *587711*

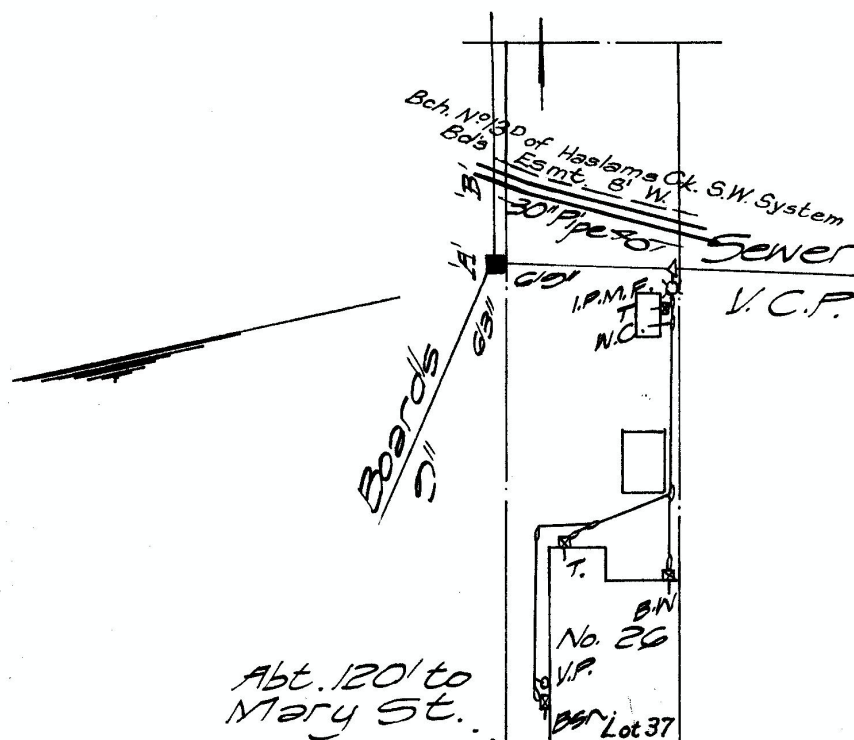
SYMBOLS AND ABBREVIATIONS

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

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

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

12" Overflow from 'A'-'B'*PARK RD.*

S.
RATE No. _____ W.C.s _____ U.C.s _____ 19_____
SHEET No. *1121* OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth		/ /	Date		/ /
Shr	Inspector		Outfall	Inspector	
Ben.	Examined by	/ /	Drainer		
K.S.			Plumber		
T.	Chief Inspector		Boundary Trap		
Pig.			is/ required		
Dge. Int.	Tracing Checked	/ /			
Dge. Ext.					

Ss 2



CUMBERLAND
CITY COUNCIL

APPLICANT: Sai Global Property
535 Bourke Street
MELBOURNE VIC 3000

PLANNING CERTIFICATE

Issued under section 10.7(2) Environmental Planning and Assessment Act 1979

Property: 26 Park Road AUBURN NSW 2144
Title: Lot 1 DP 194290
Land No: 25958
Certificate No: PC2020/4558
Certificate Date: 26/10/2020
Applicant's Ref: 64747955:99091425

16 Memorial Avenue, PO Box 42, Merrylands NSW 2160
T 02 8757 9000 E council@cumberland.nsw.gov.au W cumberland.nsw.gov.au
ABN 22 798 563 329

Welcome *Belong* Succeed

SECTION 10.7(2)

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

ITEM 1 - Names of relevant planning instruments and DCPs

1. *The following environmental planning instruments apply to the carrying out of development on the land:*

Auburn Local Environmental Plan 2010

State Environmental Planning Policy No. 19 – Bushland in Urban Areas
State Environmental Planning Policy No. 30 – Intensive Agriculture
State Environmental Planning Policy No. 33 – Hazardous and Offensive Development
State Environmental Planning Policy No. 50 – Canal Estates
State Environmental Planning Policy No. 55 – Remediation of Land
State Environmental Planning Policy No. 62 – Sustainable Aquaculture
State Environmental Planning Policy No. 64 – Advertising and Signage
State Environmental Planning Policy No. 65 – Design Quality of Residential Flat Development
State Environmental Planning Policy No. 70 – Affordable Housing (Revised Schemes)
State Environmental Planning Policy – SEPP (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy – Building Sustainability Index: BASIX 2004
State Environmental Planning Policy – (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy – (Infrastructure) 2007
State Environmental Planning Policy – (Temporary Structures) 2007
State Environmental Planning Policy – (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy – (Repeal of Concurrence and Referral Provisions) 2008
State Environmental Planning Policy – (Affordable Rental Housing) 2009
State Environmental Planning Policy – (Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy – (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy – (Primary Production and Rural Development) 2019
State Environmental Planning Policy – (State and Regional Development) 2011
State Environmental Planning Policy – (Concurrences) 2018
State Environmental Planning Policy No. 21 – Caravan Parks

Sydney Regional Environmental Plan No. 9 – Extractive Industry (No. 2 – 1995)
Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

2. *The following proposed environmental planning instruments apply to the carrying out of development on the land and are or have been the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979:*

Cumberland Local Environmental Plan (PP_2019_CUMBE_006_00)

3. *The following development control plans apply to the carrying out of development on the land:*

Auburn Development Control Plan 2010

ITEM 2 - Zoning and land use under relevant LEPs

1. (a) Zoning details in the instruments identified in ITEM 1(1) above

Auburn Zone R4 High Density Residential

Objectives of zone

To provide for the housing needs of the community within a high density residential environment.

To provide a variety of housing types within a high density residential environment.

To enable other land uses that provide facilities or services to meet the day to day needs of residents.

To encourage high density residential development in close proximity to bus service nodes and railway stations.

Permitted without consent

Nil

Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Shop top housing; Any other development not specified in item 2 or 4

Prohibited

Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Pond-based aquaculture; Port facilities; Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tank-based aquaculture; Tourist and visitor accommodation; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

Additional permitted uses

No additional uses apply

(b) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

No fixed minimum land dimensions apply to this land

(c) Does the land include or comprise critical habitat?

The land does not include or comprise critical habitat

(d) Is the land within a heritage conservation area?

The land is not within a heritage conservation area

(e) Is there a heritage item situated on the land?

There are no heritage items situated on the land

2. (a) Zoning details in the instruments identified in ITEM 1(2) above

Zone R4 High Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that non-residential land uses are located in a context and setting that minimises impacts on the amenity of a high density residential environment.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Home-based child care; Home businesses; Home industries; Hostels; Hotel or motel accommodation; Kiosks; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public Administration buildings, recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Water recycling facilities; Any other development not specified in item 2 or 4.

4 Prohibited

Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Pond-based aquaculture; Port facilities; Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tank-based aquaculture; Tourist and visitor accommodation; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

Additional permitted uses

No draft additional uses apply

(b) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

No fixed minimum land dimensions apply to the land under a draft environmental planning instrument

(c) Does the land include or comprise critical habitat?

The land does not include or comprise critical habitat under a draft environmental planning instrument

(d) Is the land within a draft heritage conservation area?

The land is not within a draft heritage conservation area

(e) Is there a draft heritage item situated on the land?

There are no draft heritage items situated on the land

ITEM 2A - Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

Is the land identified within any zone under Part 3 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006, a Precinct Plan, or a Proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act?

No

ITEM 3 – Complying Development Exclusions

Is the land, land on which complying development may be carried out under clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?

Housing Code

Yes, under the Housing Code complying development may be carried out on the land.

Low Rise Housing Diversity Code

Yes, under the Low Rise Housing Diversity Code complying development may be carried out on the land.

Rural Housing Code

Yes, under the Rural Housing Code complying development may be carried out on the land.

Housing Alterations Code

Yes, under the Housing Alterations Code complying development may be carried out on the land.

General Development Code

Yes, under the General Development Code complying development may be carried out on the land.

Commercial and Industrial Alterations Code

Yes, under the General Commercial and Industrial Code complying development may be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code

Yes, under the General Commercial and Industrial (New Buildings and Additions) Code complying development may be carried out on the land.

Container Recycling Facilities Code

Yes, under the Container Recycling Facilities Code complying development may be carried out on the land.

Subdivisions Code

Yes, under the Subdivisions Code complying development may be carried out on the land.

Demolition Code

Yes, under the Demolition Code complying development may be carried out on the land.

Fire Safety Code

Yes, under the Fire Safety Code complying development may be carried out on the land.

ITEM 4 – (Repealed)

ITEM 4A – (Repealed)

ITEM 4B – 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 to the land being 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

ITEM 5 – Mine subsidence

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

No

ITEM 6 – Road widening and road realignment

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

- (a) Division 2 of Part 3 of the Roads Act 1993; or*
- (b) Any environmental planning instrument; or*
- (c) Any resolution of the Council?*

No

ITEM 7 – Council and other public authority policies on hazard risk restrictions

(a) *Whether or not the land is affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of:-*

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	Yes
(vi)	land contamination	No
(vii)	Other Risk	No

(b) *Whether or not the land is affected by a policy adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council that restricts the development of the land because of the likelihood of:-*

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	No
(vi)	land contamination	No
(vii)	Other Risk	No

ITEM 7A – Flood related development controls information

1. *Whether or not development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.*

Yes

2. *Whether or not development on the land or part of the land for any other purpose is subject to flood related development controls.*

Yes

ITEM 8 – Land reserved for acquisition

Is there an environmental planning instrument, or proposed environmental planning instrument referred to in clause 1 which makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Environmental Planning and Assessment Act 1979?

No

ITEM 9 – Contributions plans

The name of each contributions plan applying to the land is:-

Cumberland Local Infrastructure Contributions Plan 2020

ITEM 9A - Biodiversity certified land

Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016 (including land certified under Part 7AA of the Threatened Species Conservation Act 1995)?

No

ITEM 10 – Biodiversity stewardship sites

Has Council been notified by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (including biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995)?

No

ITEM 10A – Native vegetation clearing set asides

Under section 60ZC of the Local Land Service Act 2013, has Council been notified by Local Land Services (or is it registered in the public register under that section) that the land contains a set aside area?

No

ITEM 11 – Bush fire prone land

- | | | |
|-----|---|-----|
| (a) | All of the land is bush fire prone land. | No |
| (b) | Some of the land is bush fire prone land. | No |
| (c) | None of the land is bush fire prone land. | Yes |
-

ITEM 12 – Property vegetation plans

Has Council been notified (by the person or body that approved the plan) of the existence of a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applying to the land?

No

ITEM 13 – Orders under Trees (Disputes Between Neighbours) Act 2006

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

No

ITEM 14 – Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Environmental Planning and Assessment Act 1979 that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect?

No

ITEM 15 – Site compatibility certificates and conditions for seniors housing

- (a) *Has a current site compatibility certificate (seniors housing), of which the Council is aware, been issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land?***

No

- (b) *Have any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?***

No

ITEM 16 – Site compatibility certificates for infrastructure, schools or TAFE establishments

Has a valid site compatibility certificate (infrastructure) or a site compatibility certificate (schools or TAFE establishments), of which the Council is aware, been issued?

No

ITEM 17 – Site compatibility certificates and conditions for affordable rental housing

- 1. *Has a current site compatibility certificate (affordable rental housing), of which the Council is aware, been issued in respect of proposed development on the land?***

No

- 2. *Have any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 been imposed as a condition of consent to a development application in respect of the land?***

No

ITEM 18 – Paper subdivision information

Has a development plan been adopted that applies to the land or that is proposed to be subject to a consent ballot?

No

ITEM 19 – Site verification certificates

Has Council been made aware of a current site verification certificate that has been issued in respect of the land?

No

ITEM 20 – Loose – fill asbestos insulation

Has Council been notified that the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?

No

ITEM 21 – Affected building notices and building product rectification orders

1. Is any affected building notice in force in respect of the land?

No

2. Is any building product rectification order in force in respect of the land that has not been fully complied with?

No

3. Has a notice of intention to make a building product rectification order been given in respect of that land that is outstanding?

No

NOTE 1 – Matters arising under the Contaminated Land Management Act 1997

Section 59(2) of the Contaminated Land Management Act 1997 prescribes the following additional matters to be specified in planning certificates:-

(a) At the date of this certificate, is the land (or part of the land) to which this certificate relates significantly contaminated land?

No

(b) At the date of this certificate, is the land to which this certificate relates subject to a management order?

No

(c) At the date of this certificate, is the land to which this certificate relates the subject of an approved voluntary management proposal?

No

(d) At the date of this certificate, is the land to which this certificate relates subject to an ongoing maintenance order?

No

(e) At the date of this certificate, is the land to which this certificate relates the subject of a site audit statement and a copy of such a statement has been provided to the Council?

No

GENERAL INFORMATION

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

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 4 of the Environmental Planning and Assessment Regulation 2000 and is provided only to the extent that the Council has been notified by the Department of Public Works or Department of Planning.

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

Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning at [http:// www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)

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

Hamish McNulty
GENERAL MANAGER

NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH
-----FOLIO: 36/78968

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
30/10/2020	11:36 AM	5	30/10/2020

LAND
-----LOT 36 IN DEPOSITED PLAN 78968
LOCAL GOVERNMENT AREA CUMBERLAND
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND
TITLE DIAGRAM DP78968FIRST SCHEDULE
-----P G FLOOD & ASSOCIATES PTY LTD
IN 1/2 SHARE
JOHN MOSES
ROBERT CHRISTOPHER MOSES
AS JOINT TENANTS IN 1/2 SHARE
AS TENANTS IN COMMON

(AD AQ510982)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 RIGHTS AFFECTING PART OF THE LAND WITHIN DESCRIBED SHOWN AS STORM
WATER CHANNEL 4 FEET WIDE IN DP78968
- 3 J100674 EASEMENT FOR STORMWATER DRAINAGE AFFECTING THE LAND
SHOWN SO BURDENED IN VOL 8471 FOL 102

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 30/10/2020

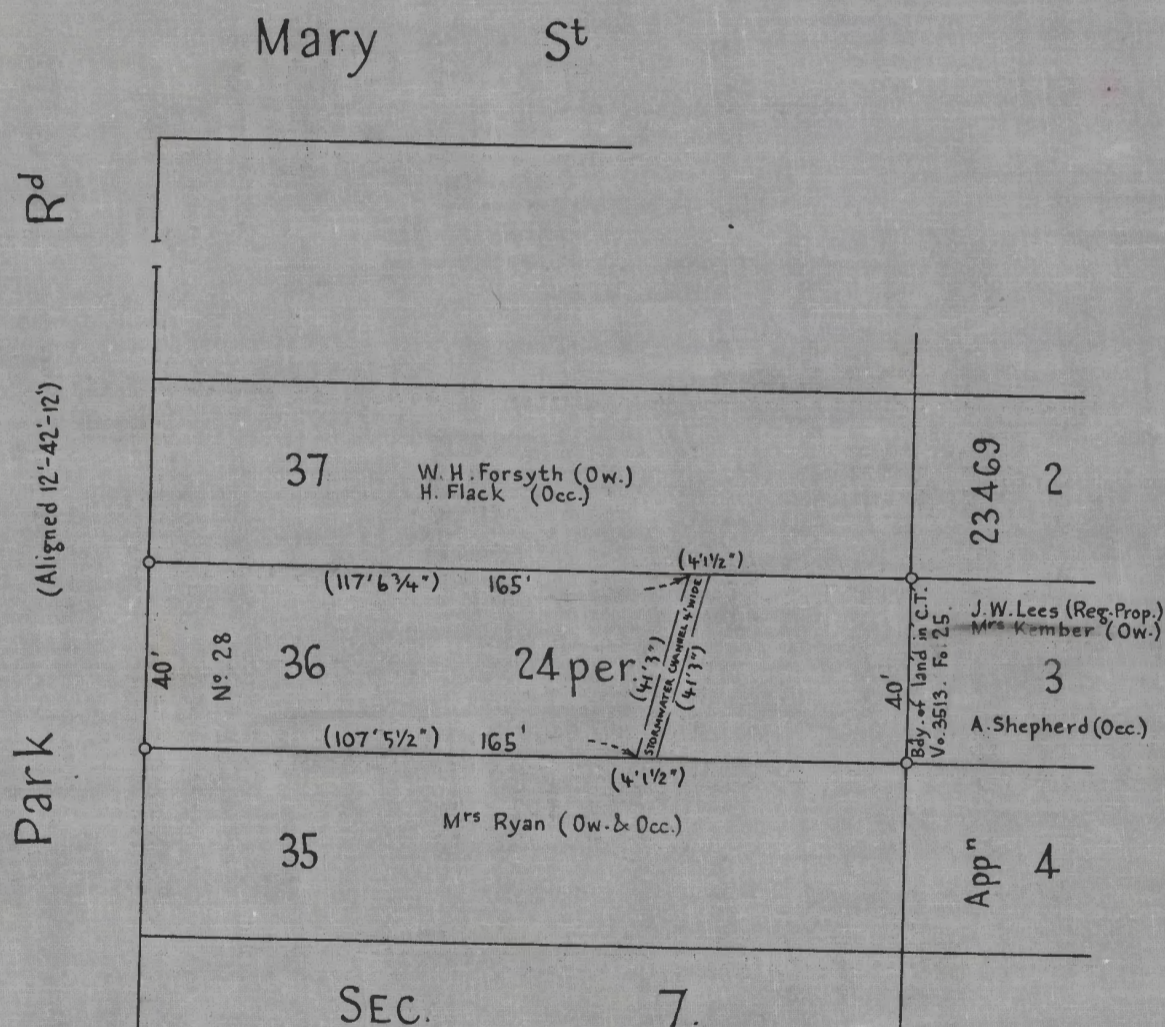
DP 78968

6

Min. 5.
P. A. 28968⁺
Mun. of Auburn



Lot 36. Sec. 7. Township of Auburn
P^h of Liberty Plains C^o of Cumberland
Scale: - 40 feet to one inch.



Registrar General's Dept.
Sydney. 6th December. 1927.

Prepared by D.H.S. 7.12.27.
Examined by G.C. 7.12.27



CONVERSION TABLE ADDED IN
DEPARTMENT OF LANDS

DP 78968

FEET INCHES		METRES
4	1 1/2	1.257
4	1 3/4	1.264
12	-	3.658
40	-	12.192
41	3	12.573
42	-	12.802
107	5 1/2	32.753
117	6 3/4	35.833
165	-	50.292
AC RD P		SQ M
-	- 24	607

R.P. 13.

No.

J 100674

1952 JUL 9

Free:-

Lodgment ..

3 : 15

PH 244:32

Certificate

1 : 10

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900).

- 2 JUL 1962



by WE, KATINA TAOXIS and ALEXANDRA PALOUMBAS wife of Basile

Paloumbas of Auburn Taxi Driver (formerly Alexandra Taxis of Auburn

Spinster) (herein called transferor)

being registered as the proprietors of an estate in fee simple as tenants in common

in the land hereinafter described, subject, however to such encumbrances, liens and interests as are notified hereunder

in consideration of FIVE POUNDS

(£ 5.0s.0d.) (the receipt whereof is hereby acknowledged) paid to us

by THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD (herein called transferee)

DO HEREBY (with the consent of Roy William Ansall Roy William Ansall

under Memorandum of Mortgage No. J56913 dated 11th May, 1962

by us joining in and executing these presents)

TRANSFER to the said transferee out of

ALL such our Estate and Interest in ALL THE land mentioned in the Schedule following:—

County.	Parish	Reference to Title			Description of Land (if part only).
		Whole or Part	Vol.	Fol.	
Cumberland	Liberty Plains	Part	4180 8333 8333	116 66 67	Being the land shown site of easement 1 perch on the plan annexed hereto marked "all herein called "the said land"

an easement or right to use for the construction and maintenance of works for stormwater drainage purposes the surface and the subsoil or under-surface of the said land TOGETHER with full and free right and liberty for the transferee from time to time and at all times hereafter by its officers servants workmen and agents to construct lay down make control examine supervisemanage relay renew cleanse repair maintain operate and use in and through the said land and upon or at such depths or levels below the surface thereof as the transferee shall think proper such channels drains pipes and other works with fittings and appurtenances thereto (all of which are included in the term "works" wherever hereinafter appearing) as in its opinion may be required for stormwater drainage purposes AND to use such works for the conveyance and passage of stormwater and other surface waters AND to alter and take up any such works and substitute in lieu thereof any new works AND with the right of support at all times of all such works of the transferee as shall for the time being be in the said land AND for any of the purposes aforesaid to enter go return pass and repass upon along and over the said land and make and sink excavations shafts and

MJ 100674

CONSENT OF MORTGAGEE.

LODGED BY W. R. SMOOTHEY

*Solicitor for the Board,
341 Pitt Street, Sydney
Phone: 2-0648, Extn. 229.*

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.

Dated at _____ this _____ day of _____ 19 _____
Signed in my presence _____

who is personally known to me.

Mortgagee.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH.	
		To be filled in by person lodging dealing.	
FOR DEPARTMENTAL USE	Checked by _____ Particulars entered in Register Book _____ Volume _____ Folio _____ Passed (in S.D.B.) by _____ the _____ day of _____ 19 _____ at _____ Signed by _____ minutes past _____ o'clock in the _____ noon _____ Registrar-General _____	1 _____	Received Docs. Nos. Receiving Clerk.
		2 _____	
		3 _____	
		4 _____	
		5 _____	
		6 _____	

PROGRESS RECORD

	Initials	Date
Survey Branch		
from Records ..		
itten ..		
amined ..		
prepared ..		
examined ..		
warded ..		
Engrossers ..		
tion Clerk ..		
FOL.		

EXTRA FEES	
Base Land 19-3	
Base Land 19-3	

J 100674

cuttings in and through the said land and bring and place thereon and remove therefrom any such plant machinery tools implements materials articles and things as the transferee shall think fit AND generally to exercise and perform in and upon the said land any of the rights powers and authorities conferred on or vested in the transferee under and by virtue of the provisions of the Metropolitan Water Sewerage and Drainage Act 1924-1954 or any amendment thereof without liability to pay compensation to any person or persons or body for any damage sustained through the exercise of any of the rights powers or authorities hereby or by virtue of the said Act conferred on or vested in or granted to the transferee AND in relation to such easement and rights as are hereinbefore transferred to the transferee the transferors DO and each of them DOTH HEREBY COVENANT with the transferee THAT the transferors or either of them will not at any time hereafter erect construct or place any building or other structure whatever (except fences) upon the said land without the prior consent and approval in writing of the transferee first had and obtained nor otherwise than in strict compliance with such conditions and requirements as the transferee may impose AND the transferors and each of them will at all times bear all risk of and responsibility in connection with damage to any building or other structure for the time being in existence upon the said land.

ENCUMBRANCES, &c., REFERRED TO.

subject to right of way
SIGNED at *Sydney* the *27* day of *June* 1962.
1056913
1056913
1056913

SIGNED in my presence by the transferor KATINA TAOXIS who is personally known to me:

x K. Taxis

SIGNED in my presence by the transferor ALEXANDRA PALOUMBAS who is personally known to me:

x A. Paloumbas

SIGNED SEALED AND DELIVERED for and on behalf of the Bank of New South Wales by and its duly constituted Attorneys in the presence of:

Bank of New South Wales
by its Attorneys

Assistant Chief Security Officer
and

Joint State Manager, New South
Wales.

And being the duly constituted Attorneys of the Bank of New South Wales under Power of Attorney registered in the Miscellaneous Register No. 64793 hereby respectively state that they have no notice of the revocation of the said Power of Attorney at the time of their executing this Deed.

Accepted, and the Board hereby certifies this Transfer for the purposes of the Real Property Act.

THE COMMON SEAL of THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD was affixed hereto in the presence of a quorum of the Board on the day of 1962 AS WITNESS the hands of and two of the Members in whose presence the Seal was affixed.

SIGNED in my presence by the }
ROY WILLIAM ANSELL who is }
personally known to me:

R. W. Ansell
Mortgagee

A. Kear JP

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

THE COMMON SEAL of THE METROPOLITAN WATER
SEWERAGE AND DRAINAGE BOARD was affixed
hereto in the presence of a quorum of the
Board on the 27th day of June
1962 AS WITNESS the hands of George
Ernest Maunder and Thomas de Burgh
two of the Members in whose presence the Seal
was so affixed.

G. E. Maunder
T. de Burgh

RRP

J100674 M P D.
Transfer and Grant.

LODGED BY: W. R. SMOOTHEY,
Solicitor for the Board,
341 Pitt Street, Sydney.

Phone 2-0648 Ext. 229.

*Sp. & Grant of
License for Motorists
and 2nd
Grp 10*

11

Particulars entered in Register
Books Vol. 8333 Folios 66467.

This 7th day of February 1963
at 11 o'clock in the forenoon.

Lawson
Registrar



16357RP-1

16357RP-1

J 100674

Plan Form N°7 (for compilations)

Municipality of Auburn
Shire of

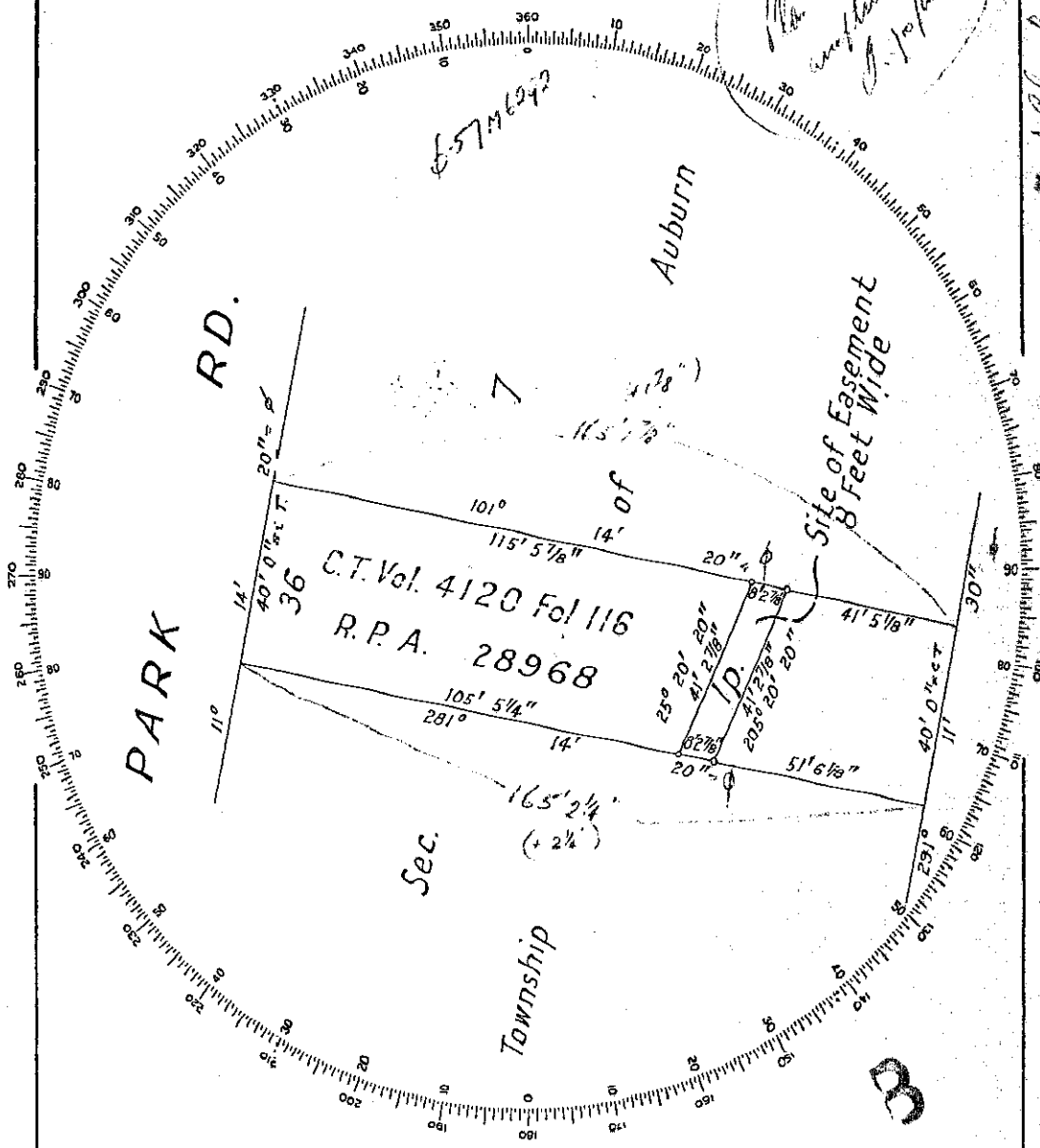
T. M.

PLAN

of Site of Easement in Lot 36 Section 7, Township of Auburn
— Parish of Liberty Plains County of Cumberland —

Scale 30 Feet to an Inch.

This margin to be left free from notation



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

57 M. 6292

and is correct.

H. McChesney

Surveyor registered under Surveyors Act, 1929.

457302

This is the plan marked "A" referred to in Memorandum of Transfers & Easements made in and about the Municipality of Auburn
Dated 27 June 1962
R. H. Clark
Solicitor General

57 M. 6292

LG 100674

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

MOSES

Municipality of Auburn (Auburn)

No. 748730

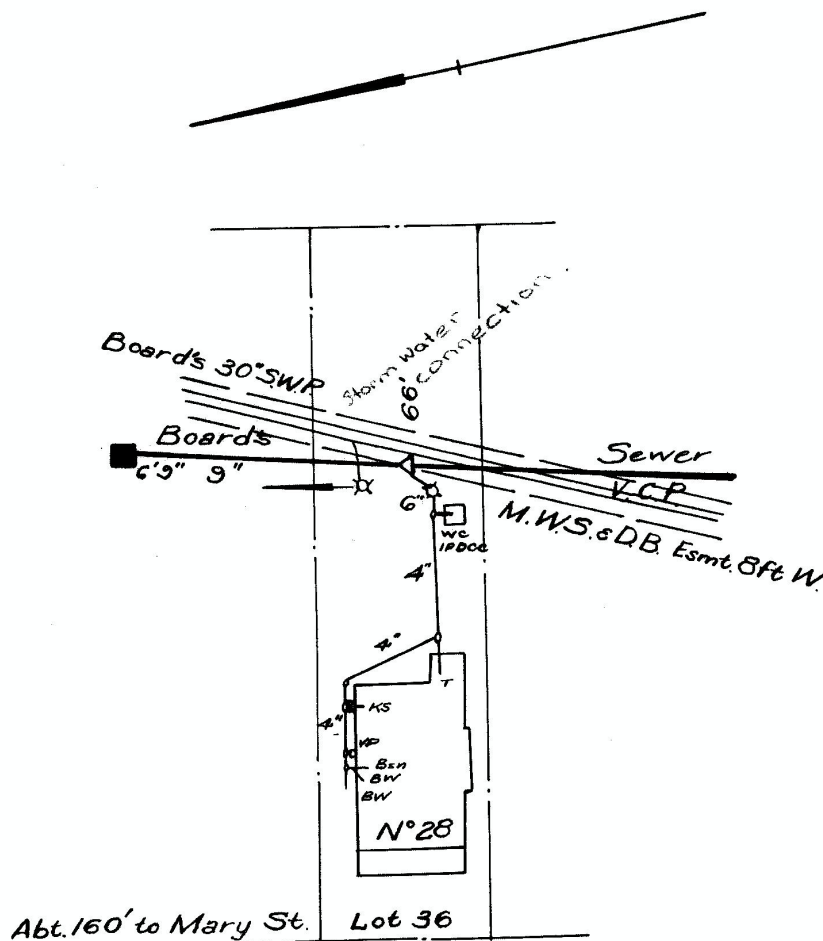
SYMBOLS AND ABBREVIATIONS

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

Scale: 40 Feet To An Inch

SEWER AVAILABLE

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



PARK RD.

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

SHEET No. 1121

OFFICE USE ONLY

For Engineer House Services

DRAINAGE			PLUMBING	
W.C.	Supervised by	Date	Supervised by	
Bth.	Inspector	/ /	Date / /	
Shr.		/ /		
Bsn.	Chief Inspector	/ /	Inspector	
K.S.		/ /		
T.	Tracing Checked	/ /	1050 254	
Plg.		/ /		
Dge. Int.	Boundary Trap is/was required	/ /		
Dge. Exr.		/ /		



CUMBERLAND
CITY COUNCIL

APPLICANT: Sai Global
P O Box 447

PLANNING CERTIFICATE

Issued under section 10.7(2) Environmental Planning and Assessment Act 1979

Property: 28 Park Road AUBURN NSW 2144
Title: Lot 36 DP 78968
Land No: 24327
Certificate No: PC2020/4557
Certificate Date: 26/10/2020
Applicant's Ref: 64747234:99090534

16 Memorial Avenue, PO Box 42, Merrylands NSW 2160
T 02 8757 9000 E council@cumberland.nsw.gov.au W cumberland.nsw.gov.au
ABN 22 798 563 329

Welcome *Belong* Succeed

SECTION 10.7(2)

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

ITEM 1 - Names of relevant planning instruments and DCPs

1. *The following environmental planning instruments apply to the carrying out of development on the land:*

Auburn Local Environmental Plan 2010

State Environmental Planning Policy No. 19 – Bushland in Urban Areas
State Environmental Planning Policy No. 30 – Intensive Agriculture
State Environmental Planning Policy No. 33 – Hazardous and Offensive Development
State Environmental Planning Policy No. 50 – Canal Estates
State Environmental Planning Policy No. 55 – Remediation of Land
State Environmental Planning Policy No. 62 – Sustainable Aquaculture
State Environmental Planning Policy No. 64 – Advertising and Signage
State Environmental Planning Policy No. 65 – Design Quality of Residential Flat Development
State Environmental Planning Policy No. 70 – Affordable Housing (Revised Schemes)
State Environmental Planning Policy – SEPP (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy – Building Sustainability Index: BASIX 2004
State Environmental Planning Policy – (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy – (Infrastructure) 2007
State Environmental Planning Policy – (Temporary Structures) 2007
State Environmental Planning Policy – (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy – (Repeal of Concurrence and Referral Provisions) 2008
State Environmental Planning Policy – (Affordable Rental Housing) 2009
State Environmental Planning Policy – (Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy – (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy – (Primary Production and Rural Development) 2019
State Environmental Planning Policy – (State and Regional Development) 2011
State Environmental Planning Policy – (Concurrences) 2018
State Environmental Planning Policy No. 21 – Caravan Parks

Sydney Regional Environmental Plan No. 9 – Extractive Industry (No. 2 – 1995)
Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

2. *The following proposed environmental planning instruments apply to the carrying out of development on the land and are or have been the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979:*

Cumberland Local Environmental Plan (PP_2019_CUMBE_006_00)

3. *The following development control plans apply to the carrying out of development on the land:*

Auburn Development Control Plan 2010

ITEM 2 - Zoning and land use under relevant LEPs

1. (a) Zoning details in the instruments identified in ITEM 1(1) above

Auburn Zone R4 High Density Residential

Objectives of zone

To provide for the housing needs of the community within a high density residential environment.

To provide a variety of housing types within a high density residential environment.

To enable other land uses that provide facilities or services to meet the day to day needs of residents.

To encourage high density residential development in close proximity to bus service nodes and railway stations.

Permitted without consent

Nil

Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Shop top housing; Any other development not specified in item 2 or 4

Prohibited

Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Pond-based aquaculture; Port facilities; Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tank-based aquaculture; Tourist and visitor accommodation; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

Additional permitted uses

No additional uses apply

(b) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

No fixed minimum land dimensions apply to this land

(c) Does the land include or comprise critical habitat?

The land does not include or comprise critical habitat

(d) Is the land within a heritage conservation area?

The land is not within a heritage conservation area

(e) Is there a heritage item situated on the land?

There are no heritage items situated on the land

2. (a) Zoning details in the instruments identified in ITEM 1(2) above

Zone R4 High Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that non-residential land uses are located in a context and setting that minimises impacts on the amenity of a high density residential environment.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Home-based child care; Home businesses; Home industries; Hostels; Hotel or motel accommodation; Kiosks; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public Administration buildings, recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Water recycling facilities; Any other development not specified in item 2 or 4.

4 Prohibited

Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Pond-based aquaculture; Port facilities; Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tank-based aquaculture; Tourist and visitor accommodation; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

Additional permitted uses

No draft additional uses apply

(b) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

No fixed minimum land dimensions apply to the land under a draft environmental planning instrument

(c) Does the land include or comprise critical habitat?

The land does not include or comprise critical habitat under a draft environmental planning instrument

(d) Is the land within a draft heritage conservation area?

The land is not within a draft heritage conservation area

(e) Is there a draft heritage item situated on the land?

There are no draft heritage items situated on the land

ITEM 2A - Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

Is the land identified within any zone under Part 3 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006, a Precinct Plan, or a Proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act?

No

ITEM 3 – Complying Development Exclusions

Is the land, land on which complying development may be carried out under clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?

Housing Code

Yes, under the Housing Code complying development may be carried out on the land.

Low Rise Housing Diversity Code

Yes, under the Low Rise Housing Diversity Code complying development may be carried out on the land.

Rural Housing Code

Yes, under the Rural Housing Code complying development may be carried out on the land.

Housing Alterations Code

Yes, under the Housing Alterations Code complying development may be carried out on the land.

General Development Code

Yes, under the General Development Code complying development may be carried out on the land.

Commercial and Industrial Alterations Code

Yes, under the General Commercial and Industrial Code complying development may be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code

Yes, under the General Commercial and Industrial (New Buildings and Additions) Code complying development may be carried out on the land.

Container Recycling Facilities Code

Yes, under the Container Recycling Facilities Code complying development may be carried out on the land.

Subdivisions Code

Yes, under the Subdivisions Code complying development may be carried out on the land.

Demolition Code

Yes, under the Demolition Code complying development may be carried out on the land.

Fire Safety Code

Yes, under the Fire Safety Code complying development may be carried out on the land.

ITEM 4 – (Repealed)

ITEM 4A – (Repealed)

ITEM 4B – 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 to the land being 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

ITEM 5 – Mine subsidence

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

No

ITEM 6 – Road widening and road realignment

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

- (a) Division 2 of Part 3 of the Roads Act 1993; or*
- (b) Any environmental planning instrument; or*
- (c) Any resolution of the Council?*

No

ITEM 7 – Council and other public authority policies on hazard risk restrictions

(a) Whether or not the land is affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of:-

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	Yes
(vi)	land contamination	No
(vii)	Other Risk	No

(b) Whether or not the land is affected by a policy adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council that restricts the development of the land because of the likelihood of:-

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	No
(vi)	land contamination	No
(vii)	Other Risk	No

ITEM 7A – Flood related development controls information

1. Whether or not development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

Yes

2. Whether or not development on the land or part of the land for any other purpose is subject to flood related development controls.

Yes

ITEM 8 – Land reserved for acquisition

Is there an environmental planning instrument, or proposed environmental planning instrument referred to in clause 1 which makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Environmental Planning and Assessment Act 1979?

No

ITEM 9 – Contributions plans

The name of each contributions plan applying to the land is:-

Cumberland Local Infrastructure Contributions Plan 2020

ITEM 9A - Biodiversity certified land

Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016 (including land certified under Part 7AA of the Threatened Species Conservation Act 1995)?

No

ITEM 10 – Biodiversity stewardship sites

Has Council been notified by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (including biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995)?

No

ITEM 10A – Native vegetation clearing set asides

Under section 60ZC of the Local Land Service Act 2013, has Council been notified by Local Land Services (or is it registered in the public register under that section) that the land contains a set aside area?

No

ITEM 11 – Bush fire prone land

- | | | |
|-----|---|-----|
| (a) | All of the land is bush fire prone land. | No |
| (b) | Some of the land is bush fire prone land. | No |
| (c) | None of the land is bush fire prone land. | Yes |
-

ITEM 12 – Property vegetation plans

Has Council been notified (by the person or body that approved the plan) of the existence of a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applying to the land?

No

ITEM 13 – Orders under Trees (Disputes Between Neighbours) Act 2006

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

No

ITEM 14 – Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Environmental Planning and Assessment Act 1979 that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect?

No

ITEM 15 – Site compatibility certificates and conditions for seniors housing

(a) Has a current site compatibility certificate (seniors housing), of which the Council is aware, been issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land?

No

(b) Have any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

ITEM 16 – Site compatibility certificates for infrastructure, schools or TAFE establishments

Has a valid site compatibility certificate (infrastructure) or a site compatibility certificate (schools or TAFE establishments), of which the Council is aware, been issued?

No

ITEM 17 – Site compatibility certificates and conditions for affordable rental housing

1. Has a current site compatibility certificate (affordable rental housing), of which the Council is aware, been issued in respect of proposed development on the land?

No

2. Have any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 been imposed as a condition of consent to a development application in respect of the land?

No

ITEM 18 – Paper subdivision information

Has a development plan been adopted that applies to the land or that is proposed to be subject to a consent ballot?

No

ITEM 19 – Site verification certificates

Has Council been made aware of a current site verification certificate that has been issued in respect of the land?

No

ITEM 20 – Loose – fill asbestos insulation

Has Council been notified that the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?

No

ITEM 21 – Affected building notices and building product rectification orders

1. Is any affected building notice in force in respect of the land?

No

2. Is any building product rectification order in force in respect of the land that has not been fully complied with?

No

3. Has a notice of intention to make a building product rectification order been given in respect of that land that is outstanding?

No

NOTE 1 – Matters arising under the Contaminated Land Management Act 1997

Section 59(2) of the Contaminated Land Management Act 1997 prescribes the following additional matters to be specified in planning certificates:-

(a) At the date of this certificate, is the land (or part of the land) to which this certificate relates significantly contaminated land?

No

(b) At the date of this certificate, is the land to which this certificate relates subject to a management order?

No

(c) At the date of this certificate, is the land to which this certificate relates the subject of an approved voluntary management proposal?

No

(d) At the date of this certificate, is the land to which this certificate relates subject to an ongoing maintenance order?

No

(e) At the date of this certificate, is the land to which this certificate relates the subject of a site audit statement and a copy of such a statement has been provided to the Council?

No

GENERAL INFORMATION

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

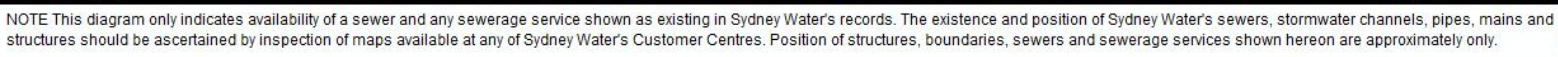
Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 4 of the Environmental Planning and Assessment Regulation 2000 and is provided only to the extent that the Council has been notified by the Department of Public Works or Department of Planning.

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

Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning at [http:// www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)

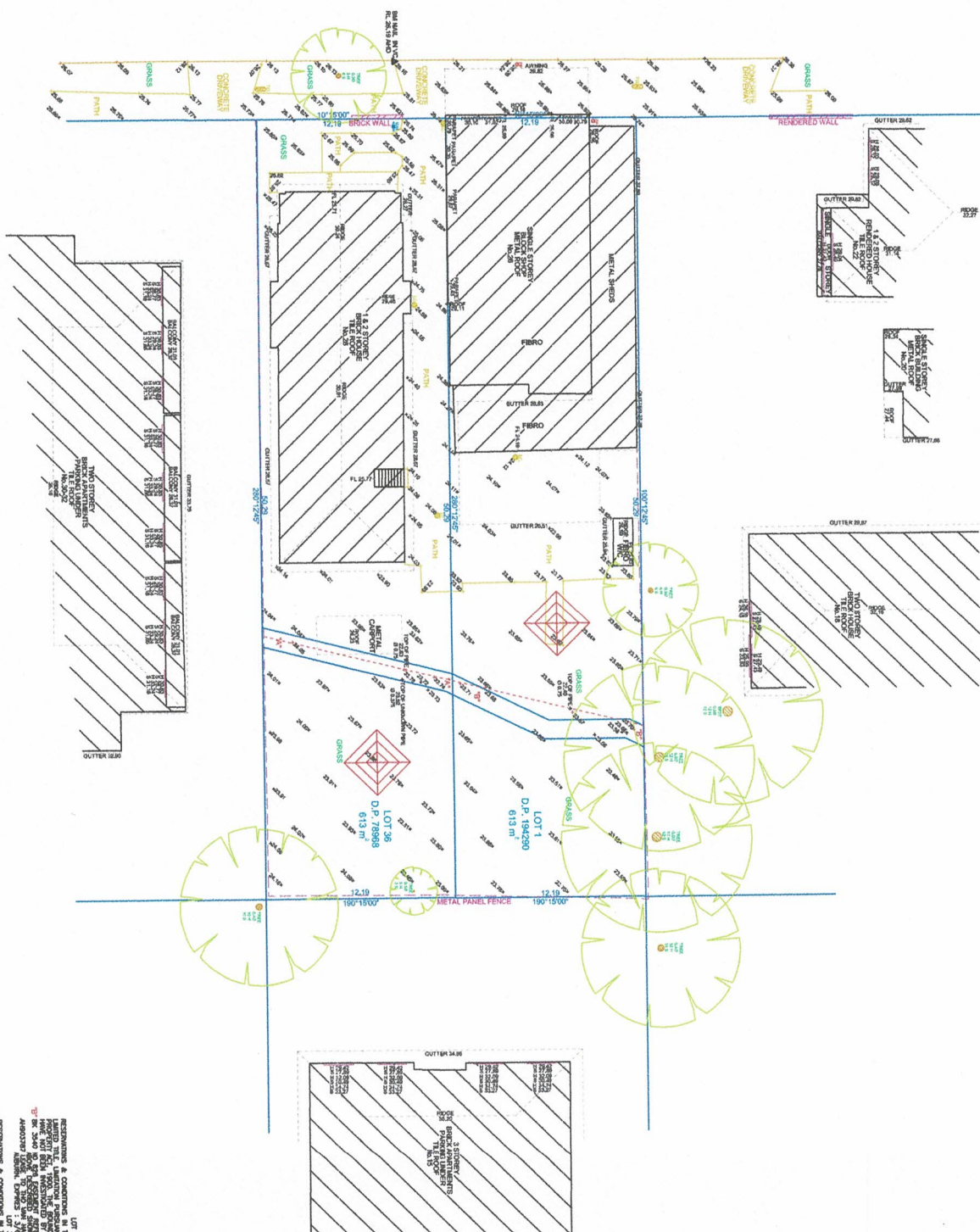
Please contact Council's Strategic Planning section for further information about this Planning Certificate.

Hamish McNulty
GENERAL MANAGER





PARK ROAD



LEGEND:

AC  PROCESS

LC  INSPECTED

VENT  SEVER V

BM  BENCH-MARK

 WASHING LINE
 STOP VALVE
 WATER METER
 POWER POLE
 WATER VALVE STOP

NOTES:

- 52) ALL AIDS TO NAVIGATION AND LIGHTS MAY BE SUBJECT TO REDEFINITION AVAILABLE AT THE LAND TITLE OFFICE AND MAY BE SUBJECT TO REDEFINITION
- 53) ORIGIN OF LENTS TAKEN FROM SSN 819564, R. 27.033 AND
- 54) SPOT LENTS SHOULD BE USED FOR CALCULATIONS OF QUANTITIES WITH CAUTION.
- 55) ONLY ADJOINING WINDOWS FACING THE SUBJECT SITE ARE SHOWN & MAY BE APPROXIMATE
- 56) THIS PLAN REMAINS THE PROPERTY OF BENCHMARK SURVEYS P/L
- 57) SERVICES THAT ARE NOT SHOWN ON THE PLAN WERE NOT VISIBLE AT THE TIME OF SURVEY

9) SHOULD THERE BE ANY DISCREPANCIES ON SURVEY PLAN PLUS
BENCHMARK SURVEYS PLY LTD IMMEDIATELY BEFORE WORK COMMENCEMENT
10) ONLY SIGNIFICANT TREES ARE SHOWN
11) TREE DIMENSIONS ARE APPROXIMATE ONLY
12) PLAN FOR ARCHITECTURAL, DRAINAGE AND DA PROPOSES ONLY

CONTACT
INQ.

1

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:

Purchaser:

Property:

Dated:

Possession and tenancies

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

Title

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

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the Home Building Act 1989 (NSW).
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding? If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and transfer

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

Off the plan contract

33. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.