

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Tim Mutton Estate Agents Shop 3/48 Anderson Ave, Panania NSW 2213	phone: 9772 0277 email: tim@timmuttonea.com.au
co-agent		
vendor	Lisa Patricia McManus and Sean Gerald McManus as Executors of the Estate of the Late Geraldine Mary McManus	
vendor's solicitor	Elias Gates Shop 10 25-29 Selems Parade Revesby NSW 2212	phone: 02 9772 1199 email: sfraser@eliasgates.com.au ref: 25-332
date for completion	Special condition 6	(clause 15)
land (address, plan details and title reference)	4 RAMSAY RD PANANIA NSW 2213 LOT 2 DEPOSITED PLAN 856138 Folio Identifier 2/856138	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

ChoicesVendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)**Manual transaction** (clause 30)☐ NO ☐ yes

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

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

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**☐ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input checked="" type="checkbox"/> 23 <i>clearance certificate</i> <input checked="" type="checkbox"/> 24 land tax certificate 	<ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract
<p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and 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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

4 RAMSAY RD PANANIA NSW 2213

Conditions of sale of land by auction

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

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

- A.** The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
- (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer;
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- B.** The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.
- C.** The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase interest of a co-owner;

- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

SPECIAL CONDITIONS

1. Amendments to the Printed Conditions

- (a) Printed Condition 1 is amended so that 'Depositholder' shall mean the Vendor's solicitor.
- (b) Printed Condition 4.2 is deleted.
- (c) Printed Condition 6.2 is deleted.
- (d) Printed Conditions 7.1.1 and 7.1.3 are deleted and the following new Printed Condition 7.1.3 is substituted:
 - "7.1.3 the purchaser does not serve notice waiving the claims by the date for completion or the date occurring 10 business days after service of the claim (whichever is earlier); and"
- (e) Printed Conditions 7.2.1, 7.2.2 and 7.2.5 are deleted, and "1 month" and "3 months" are replaced with "one week" and "2 weeks" in Printed Conditions 7.2.3 and 7.2.6 respectively.
- (f) Printed Conditions 8.1.1 and 8.1.2 are deleted and the following new Printed Conditions substituted:
 - "8.1.1 the vendor is 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".
- (g) Printed Condition 8.2 is deleted.
- (h) In Printed Conditions 10.2 add the words ", improvements or finishes" after "inclusions".
- (i) Clause 11 of the printed form is deemed to be deleted.
- (j) Printed Conditions 13.3.2, 13.8, 13.13, 14.4.1 and 14.4.2 are deleted.
- (k) In Printed Condition 14.6, delete "other amount" and "the land" and substitute "amount" and "the Property" respectively.
- (l) Printed Condition 14.8 is deleted.
- (m) Printed Condition 19.1.2 is deleted and the following new Printed Conditions 19.1.2 and 19.1.3 are substituted:
 - "19.1.2 only if the party provides notice of intention to rescind, being a notice that specifies the event that the party alleges then entitles it to rescind; and
 - 19.1.3 if, within 14 days after service of the notice under Printed Condition 19.1.2, there is no agreement between the parties as to what action (other than rescission) should be taken in relation to the event specified in the notice."
- (n) Printed Condition 19.2.3 is deleted.
- (o) In Printed Condition 20.6, the following new Printed Condition is inserted:

"20.6.g served on the next business day, where a document is served on a day that is not a business day".

- (p) Printed Condition 23.9 is deleted.
- (q) Printed Condition 23.13 and 23.14 are deleted and replaced with "The purchaser is responsible for obtaining any information certificate relating to the property."
- (r) Intentionally omitted.
- (s) Printed Conditions 24.3.1, 24.3.2 and 24.3.3 are deleted.
- (t) Printed Condition 30.7 delete the words "but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee."
- (u) Printed Condition 30.11 is deleted.
- (v) Printed Condition 31.2 delete "5 business days" and substitute with "2 business days."

2. General

(a) Merger

The rights and obligations of the parties will not merge on completion of this Contract. All provisions of this Contract will have application after completion for as long as necessary to give effect to the operation of these provisions.

(b) Severance

Any provision of this Contract that is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability but the validity or enforceability of the remaining provisions of this Contract will not be affected.

(c) Variation and waiver

- i. A variation of any terms of this Contract must be in writing and signed by the parties.
- ii. A waiver of a condition of the operation of this Contract must be in writing and signed by the party having the benefit of the condition.

- (d) This contract constitutes the entire agreement between the parties in respect of its subject matter. In particular, the parties acknowledge that no oral statement communicated between the parties and/or their agents and representatives or written material provided on behalf of a party, by its agent or representative (Communication) has been interpreted as in any way qualifying the terms of this Contract, and that no Communication in future will be interpreted as qualifying the terms of this Contract unless confirmed as a variation.

3. Purchaser's Acknowledgement and Warranties

- 3.1 It is agreed by the purchaser that no reliance has been made upon any warranty or representation by the vendor or any person on behalf of the vendor except as expressly provided in writing prior to and after the date of this contract, that this contract constitutes the whole contract between the parties and that the purchaser has relied entirely on the Purchaser's own enquiries relating to, and inspection of, the property, all improvements and any items of furnishings, chattels and Inclusions referred to on the front page of this contract and in relation to the current or prior use of the property whether lawful or unlawful.

- 3.2 Subject to s 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2022 (NSW)*, the Purchaser must not take any action, make any requisition or claim for compensation nor delay completion in respect of, or by reason arising out of any of the matters covered in this clause.
- 3.3 The property and all improvements including the front and rear yards are sold 'as is where is'.
- 3.4 No representation or warranty of any nature including representations and warranties regarding the condition, state of repair, suitability, quality or sufficiency is given or implied with respect to the property.
- 3.5 The property is sold with all faults and defects and all warranties or conditions expressed or implied by law, equity, statute or otherwise (to the fullest extent permitted by law) are excluded unless expressly set out in this contract.
- 3.6 Without limiting any other provision in this contract, the purchaser confirms, warrants and acknowledges to the vendor that they:
- (a) have inspected or have had adequate opportunity to inspect the property and all improvements;
 - (b) have made or undertaken their own investigations and enquiries as to each of the Due Diligence Matters prior to entering into this contract and by material or information provided for the purpose of assisting the purchaser in determining the direction of their own independent enquiries into, and independent assessment of, the property and prior to entering into this contract the purchaser has satisfied themselves with respect of all matters relating or arising out of those investigations and enquiries and has relied entirely upon their own enquiries and inspections in respect of the property;
 - (c) have sought, or have had the opportunity to seek, independent legal advice on and has satisfied themselves as to their obligations and rights under the contract and its annexures and attachments;
 - (d) have, where applicable, obtained the approval of all relevant governmental or semi-governmental instrumentalities to enable the purchaser to complete this contract;
 - (e) does not rely on the vendor or on anybody purporting to act on behalf of the vendor as to the Due Diligence Matters; and
 - (f) will not seek to terminate, rescind or make any objection, requisition or claim for compensation or delay completion in respect of any of the Due Diligence Matters.
- 3.7 The Due Diligence Matters are each of:
- (a) the condition, state of repair, safety, quality or potential of the land and all improvements;
 - (b) the state of repair, condition or availability of any service to and from the property;
 - (c) any and all improvements, items of furnishings, chattels and inclusions referred to on the front page of the contract;

- (d) the presence or location of any sewer, sewer line, manhole or vent on the property;
- (e) any latent or patent defects or condition to the land or improvements;
- (f) the land is subject to or built over (with or without consent of any Authority) any service;
- (g) the land has the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service (if any);
- (h) any underground or surface stormwater drain passes through or over the land;
- (i) any rainwater downpipe being connected to the sewer;
- (j) in respect of any defects in any service;
- (k) any contamination or other environmental damage to the property or any adjoining property;
- (l) any Asbestos, rubbish, debris and state of cleanliness on completion.
- (m) any encroachment by, or upon the land.
- (n) any pest or terminate activity or infestations;
- (o) encumbrances affecting the land;
- (p) any easement, covenant or other restriction affecting the land;
- (q) the boundaries of the property;
- (r) any approvals, consents, or other permissions in connection with, or required for use of, the land or any part of the land, or the absence of any such approval, consent or permission;
- (s) compliance with the terms or conditions of any approval, consent or permission in connection with, or required for use of, the land or any part of the land;
- (t) any breach of the Local Government Act 1993 (NSW) or the regulations under that Act relating to the improvements erected on that land.
- (u) the manner in which the property is affected by an environmental planning Instrument (actual or deemed) under the Environmental Planning and Assessment Act 1979 (NSW) or any other restriction or prohibition whether statutory or otherwise relating to the zoning of the property or development on the property or to the use to which the property may be put and any existing proposals for realignment, widening or siting of a road by any authority;
 - (i) any matter referred to in any document annexed attach or referred to in this contract; and

- (ii) those other inspections and enquiries which a prudent purchaser would make in respect of the property.

3.8 Without limitation to any other provision in this contract, the purchaser confirms, warrants and acknowledges to the vendor that the land and the services to and on the property, including all improvements, are sold in their present condition and state of repair, subject to reasonable wear and tear and to all faults and defects both latent and patent.

3.9 The vendor discloses that the annexure to this contract, environmental planning Instrument and other council policies may restrict the uses for which the land can be put.

3.10 Subject to any prescribed items implied by law and notwithstanding any other provision in this Contract, the purchaser accepts the vendors title to the property and waives all requisitions and objections to title. This clause shall not merge on completion.

3.11 Without limitation to any other provision in this contract, the purchaser confirms, warrants and acknowledges to the vendor that:

- (a) in entering into this contract and in proceeding to completion neither the vendor, or any person on behalf of the vendor, has made or given any representation, warranty, promise or forecast including any contained or referred to by this contract, in connection with the land or the Due Diligence Matters and that the purchaser has not been induced or influenced to enter into this contract by the vendor or any person on behalf of the vendor.
- (b) no other statement or representations:
 - (i) have induced or influenced them to enter into this contract or to agree to any or all of its terms;
 - (ii) have been relied on by them in any way as being accurate for these purposes; or
 - (iii) have been warranted to them as being true.

This clause 3 shall not merge on completion.

4. State of Repair

The Purchaser acknowledges that he/she is purchasing the property:

- (a) in its present condition and state of repair;
- (b) subject to all defects latent and patent;
- (c) subject to any infestations and dilapidation;
- (d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) subject to any non-compliance with the Local Government Act or any Ordinance under the Act in respect of any building on the land;

- (f) subject to wear and tear and electrical malfunction up to and including the date of completion;
- (g) subject to any Asbestos, rubbish, debris the state of yards and the state of cleanliness on completion.

5. Extension of Cooling off period

If this contract is subject to a cooling off period then the Purchaser shall pay to the Vendor the sum of \$275.00 for each extension of the cooling off period requested to cover expenses incurred as a consequence of the delay of an unconditional contract and as a genuine pre-estimate of those additional expenses to be allowed by the Purchaser as an additional adjustment on completion or within 2 business days of rescission of contract.

This clause 3 shall not merge on completion.

6. Completion Time

- (a) This contract is subject to and conditional upon the Vendors being registered as proprietors of the property following a Grant of Probate/Grant of Letters of Administration within a period of six (6) months from the date hereof or such further time as the parties hereto may agree.
- (b) Completion of this Contract shall take place within 35 days from the date hereof or within 14 days from the date of service of notification of the receipt of the Grant of Probate/Grant of Letters of Administration from the Supreme Court of NSW (or similar Court in another Australian jurisdiction), whichever date is the later. For the purposes of such notice, fourteen (14) days shall be deemed sufficient both at law and in equity.
- (c) In the event that completion does not take place within that time, then the Vendor shall be entitled to serve a Notice to Complete requiring completion of this contract within fourteen (14) days of the date of such notice and in that regard time for completion is of the essence of this Contract.
- (d) The Purchaser hereby acknowledges and agrees that the Vendor shall register the Transmission Application with the NSW Land Registry Service on the date of completion, simultaneously with completion of this Contract. If the Grant of Probate/Grant of Letters of Administration is not obtained by the Vendor(s) within six (6) months from the date hereof then the Vendor shall be at liberty to rescind this Contract whereupon the provisions of clause 19 shall apply.
- (e) Completion of this contract shall take place by 4:00 pm on the completion date.
- (f) The Purchaser shall not make any objection, requisition or claim in respect of this clause.
- (a)

7. Notice to Complete

If this contract is not completed on the Completion Date by the time referred to in special condition 6 then the Vendor shall be entitled by notice in writing served on the purchaser to issue a Notice to Complete this contract within a period of not less than fourteen (14) clear days after service of the said notice and to make time an essential condition of this Contract in this respect both at law and in equity.

8. Delayed Completion

- (a) In the event that completion is not effected on the nominated day due to the Purchaser's default, the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase price twelve percent (12%) per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss incurred as a consequence of the delay by the Purchaser.
- (b) In addition, the Purchaser shall pay to the Vendor the sum of five hundred and fifty dollars (\$550.00) to cover legal costs and other expenses incurred as a consequence of the delay as a genuine pre-estimate of those additional expenses and the issue of the Notice to Complete to be allowed by the Purchaser as an additional adjustment on completion.
- (c) In addition to 8(a) and 8(b), if the Purchaser fails to effect settlement after appropriate arrangements have been made, the Purchaser shall allow to the Vendor on settlement the sum of four hundred and forty dollars (\$440.00) for each settlement booking that is subsequently cancelled or instances where the purchaser fails to settle.

9. Release of Deposit

If required by the Vendor, the Purchaser hereby agrees to and authorises a release or partial release of the deposit for the following reasons:

- (a) As a deposit to be paid only to a Solicitors or Real Estate Agents trust account for the purchase by the Vendor of a property;
- (b) Payment of stamp duty on a Contract for Sale for the purchase by the Vendor of a property.
- (c) Payment of an entry fee, deposit or bond for the purpose of the Vendor obtaining rental accommodation;
- (d) Payment of any entry fee, deposit or ingoing contribution fee into a Retirement Village or Facility;
- (e) Payment of any costs associated with Vendor moving fees.

Should the vendor require use of the deposit on settlement in order to settle this matter or any simultaneous purchase, the purchaser hereby agrees and authorises for the deposit to be released, and if required, such release of deposit to be transferred to the vendor's solicitor trust account to be made available to the PEXA transaction source funds. The vendor shall not be liable for any costs associated with the purchaser's requirement to satisfy this condition.

Any such release of deposit in accordance with this clause shall require no further authorisation and shall not affect the purchaser's right to a refund of the deposit.

10. Agent Warranty

The Purchaser:-

- (a) Acknowledges that he has not become aware of the availability of the property for his purchase by virtue of the activities or information of any person, firm or company which may be entitled to charge a commission in relation to the sale of the property except the agent named herein (if any), and
- (b) Agrees to indemnify and keep indemnified the Vendor against all claims by any such person, firm or company relating to the sale of the property to the Purchaser and it is agreed and declared that this clause shall not become merged upon completion of this agreement.

11. Purchaser Warrants Sufficient Finance

- (a) The Purchaser confirms and warrants to the Vendor that he has sufficient finance to complete the purchase and will not require a loan for this purpose; or
- (b) The purchaser has obtained a loan approval sufficient to complete the purchase and warrants that he does not rely on the provisions of the Consumer Credit Code which the parties agree do not apply to this agreement.

12. FIRB Approval

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

13. Deposit Less Than Ten Percent

Despite any other provision of this Contract, if:

- a) The deposit agreed to be paid (or actually paid) by the Purchaser is less than 10% of the purchase price:
 - i. The Purchaser must pay the deposit in the following instalments (time and date being essential):
 - 1. 5% of the Price on the Contract Date; and
 - 2. 5% of the Price on or before the Completion Date.
- b) The Purchaser irrevocably authorises the Vendor and the deposit holder to release the deposit to the Vendor absolutely, and despite any other provision to the contrary, the deposit will not be refundable to the Purchaser in any circumstances unless the Purchaser terminates this Contract for the Vendor's breach.

14. GST (Residential Premises)

- (a) In this clause "GST" refers to Goods and Services Tax A NEW TAX SYSTEM (GOODS AND SERVICES TAX ACT 1999 ("GST Act") and the terms used are to have the meanings as defined in the GST Act.
- (b) The Property has been used as a residence for residential purposes under the GST.
- (c) The Purchaser agrees, on and after the Completion Date of this sale, to use the property predominantly for residential accommodation.
- (d) In the event of the Vendor being liable for GST, because of the Purchaser's failure to comply with (c):-
 - (i) The Purchaser agrees to pay to the Vendor, within fourteen (14) days after the Vendor's liability for GST on the sale is confirmed by correspondence or an assessment from the Commissioner, the amount of the GST including any additional penalty and interest;
 - (ii) If the Purchaser is entitled to an input tax credit, the Vendor shall deliver to the Purchaser, as a precondition to such payment, a tax invoice in a form which complies with the GST Act and Regulations;
- (e) The provisions of this clause shall not merge on completion.

15. Right to Rescind Contract

Without in any manner negating or restricting any rights or remedies which would have been available at law or in equity had this special condition not been included herein should the Vendors or any one of them prior to completion:

- (a) dies or become mentally ill;
- (b) be declared bankrupt or enter into any scheme to make any assignment for the benefit of creditors; or
- (c) being a company resolve to go into liquidation, have a winding up petition presented against it, enter into any scheme or arrangement with its creditors, have a liquidator, receiver or official manager appointed;

then the surviving Vendor or any one of them or their representatives may rescind this contract by notice in writing forwarded to the other or their Solicitor and thereupon this contract shall be at an end and the provisions of clause 19 shall apply.

16. Transfer

In the event that settlement does not take place via an electronic workspace and in the event that the purchaser fails to deliver the transfer to the vendor's solicitor in accordance with clause 4 the purchaser agrees to pay to the vendor by way of adjustment at settlement, the sum of \$220.00 towards the cost of arranging for the execution of such transfer at short notice. The purchaser acknowledges that payment of such sum is an essential term of the contract.

17. Settlement Venue

In the event that settlement does not take place via an electronic workspace, settlement of this matter shall take place wherever the Vendor's discharging Mortgagee directs. However, should the purchaser require settlement to take place at an alternate venue then the purchaser shall be liable to pay the Vendor's discharging

Mortgagee's agency fee. If the property is not mortgaged then settlement shall be effected at the office of Elias Gates & Associates Pty Ltd. However, should the purchaser not be in a position to settle at the office of Elias Gates & Associates Pty Ltd then settlement may be effected in the Sydney CBD at a place nominated by the Purchaser in which case the purchaser shall be liable to pay the Vendor's agency fee of \$440.00 by way of adjustment on settlement.

18. Zoning – Purchaser satisfied itself

The Purchaser warrants it has satisfied itself in relation to:

- (a) the manner in which the Land is affected by any environmental planning instrument (actual or deemed) under the *Environmental Planning and Assessment Act 1979* (as amended from time to time);
- (b) any restriction or prohibition whether statutory or otherwise relating to the zoning of the land or development of the Land;
- (c) the use to which the Land may be put; and
- (d) the Purchaser must not take any action, make any requisition or claim for compensation nor delay completion by reason of any of these matters.

19. Fences (where applicable)

The purchaser shall not make any objection, requisition, claim for compensation or delay completion:

- (a) If any of the fences on or surrounding the property are not on the correct boundary;
- (b) As to the nature or state of repair of any fence;
- (c) If there are no fences or if any fence is a give and take fence;
- (d) If a swimming pool, as defined in the Swimming Pools Act 1992 and/or the Swimming Pool Regulation 2008, is not fenced or adequately fenced as required by law.

20. Services

Notwithstanding anything hereinbefore contained, the Purchaser shall take Title subject to the existing (or lack of) water, sewerage, drainage, gas, electricity, telecommunications and other installations and services and shall not make any objection thereto or make any requisition or claim for any compensation in respect thereof. Annexed hereto is a copy Sewerage Service Diagram and/or Sewer Reference Sheet issued by the Water Board in relation to the property and the Purchaser shall make no objection, requisition or claim for compensation in respect of any matter disclosed or referred to in such diagram and sheet or should it be established that any roof or surface water drainage is connected to the Water Board's sewer.

21. Fixtures

If there is a television wall bracket, wall mount, picture hooks, shelving on the walls or any items fixed to doors, windows or walls of the property, the vendor will not make good any holes in the wall following the removal of any such items.

The purchaser shall make no objection, requisition, claim for compensation nor delay settlement due to any matter arising from this clause.

22. Swimming Pool Compliance Certificate (where applicable)

The Vendor hereby discloses to the Purchaser that as at the date of this Contract a swimming pool compliance certificate is not available AND the Vendor will on or before completion provide a certificate of compliance to the Purchaser. In the event the Vendor is unable to provide a certificate of compliance and provides a certificate of non-compliance the Purchaser shall not have the right to rescind this Contract, object and/or claim compensation pursuant to this special condition but shall at his own cost and expense rectify all defects listed in the certificate of non-compliance and obtain a certificate of compliance within 90 days from the date of settlement.

23. 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.

24. Vendor Disclosure – Asbestos

- (a) The vendor discloses that the property will be sold together with all structures, fixtures and fittings at the property at the date of this contract.
- (b) The purchaser acknowledges they are purchasing this property in its current state of repair and condition in accordance with this contract. The vendor discloses that when the improvements on the property were originally constructed, asbestos sheeting may have been one of the materials used.
- (c) The purchaser is to rely on their own enquiries and shall make no objection, requisition or claim for compensation nor delay completion by reason of this clause.

25. E-Contract - Electronic execution and exchange Electronic Transactions Act 2000 (NSW)

Each party consents to this contract being signed by any party in accordance with an electronic communication method approved by the vendor.

The parties to this contract agree that, despite any practice otherwise followed in respect of contracts for the sale of land, this contract:

- (a) Is made on its execution by all parties to it;
- (b) Need not be executed and exchanged in counterparts; and
- a) Constitutes an original document in electronic format.

26. Deposit Guarantee Bond

- (a) In this agreement the word "Bond" means the deposit bond issued to the Vendor at the request of the Purchaser by a Guarantor;
- (b) The parties agree that the deposit is to be provided by way of a Bond;

- (c) Subject to paragraphs (d) and (g) below the delivery of the Bond upon or before the making of this agreement to the person nominated in this agreement to hold the deposit is to the extent of the amount guaranteed under the Bond to be deemed for the purposes of this agreement to be part payment of the deposit in accordance with this agreement;
- (d) The Purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque on completion of this agreement or at such other time as may be provided for the deposit to be accounted for to the Vendor;
- (e) If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the Bond provider under the bond, the Purchaser must pay the deposit (or so much of the deposit as has not been paid) to the person nominated in this agreement to hold the deposit;
- (f) The Vendor acknowledges that payment by the Bond provider under the Bond is, to the extent of the amount paid, in satisfaction of the Purchaser's obligation to pay the deposit under paragraph (d) above.
- (g) In the event that the Bond is not furnished on the date of this contract or is not paid upon demand, the deposit will immediately become a liquidated debt due to the Vendor and will comprise a breach by the Purchaser of this agreement entitling the Vendor to immediately rescind this contract.

27. Guarantee where Purchaser is a Corporation (where applicable)

We/I..... of.....
 being a director and/or shareholder of
pty ltd
 (Company) as the purchaser and the person(s) who are the office holders and shareholders of the Company as at the date of this Contract and the persons attesting this Contract for and on behalf of the Company (hereafter referred to as "Guarantors") shall be deemed hereby to be the jointly and severally guarantors described herein and each personally guarantee the obligations of the Company.

The Guarantors acknowledge that the Vendor has entered into this Contract by and at the request and direction of the Guarantors, including all office holders and shareholders and all the Guarantors hereby unconditionally and irrevocably guarantee to the Vendor the due and punctual payment of all moneys payable by the Purchaser under this Contract and the due and punctual performance and observance of all covenants, conditions and provisions in the Contract to be performed and observed by the Purchaser.

The Guarantors covenant with the Vendor that:

- (a) the guarantees shall be continuing guarantees (any rule of law or equity to the contrary notwithstanding) and the liability of the Guarantors shall continue until such obligations on the part of the Purchaser under this Contract is duly performed and completed;
- (b) The liability of the Guarantors shall not be abrogated, altered, prejudiced or affected by any neglect, waiver, indulgence or forbearance or concession by the Vendor or by the granting by the Vendor to the Purchaser of time or by any other act or thing done, permitted or omitted it being the intent that the guarantees and

obligations of the Guarantors under this Contract shall be absolute and unconditional in any or all the circumstances.

Notwithstanding anything contained or implied in this Contract and notwithstanding that this guarantee may be void or unenforceable for any reason whatsoever the Guarantors agree as a separate and additional liability to hold the Vendor indemnified against all losses, damages, expenses and costs which the Vendor may incur by reason of any breach or default on the part of the Purchaser under this Contract;

The expression "the Guarantors" includes each guarantor and his, her or their personal representatives and where there is more than one guarantor the covenants and agreements upon the part of the guarantors under this Contract shall bind them jointly and each of them severally.

The vendor explicitly discloses and the purchaser acknowledges that it is an essential term of this contract that should the purchaser be a Company, that on exchange of contracts, the Guarantors provide a validly executed guarantee in the form provided in this clause 27. Should the purchaser fail to provide a validly executed personal guarantee on exchange of this contract, the vendor, at their absolute discretion shall be entitled to terminate this contract and the provisions of printed clause 9 shall apply.

SIGNED by the **Guarantors** in
the presence of:

Signature of Guarantor

Signature of Witness

Signature of Guarantor

Name of Witness

Signature of Guarantor

28. Holiday Period

Notwithstanding anything contained herein, the parties agree that completion of this contract will not take place during the period from 20 December 2025 to and including 22 January 2026 ("Holiday Period"). Neither party will be in default of their obligations under the contract if completion does not take place during the Holiday Period and both parties are not entitled to issue a notice to complete during the Holiday Period.

29. Limitation of Liability

- (a) The Purchaser acknowledges and agrees that the Vendor enters into this Contract in his capacity as Executor of the Estate of the Late GERALDINE MARY MCMANUS ('Estate') and in no other capacity.
- (b) Where a party makes a claim or pursues a remedy against the Vendor in respect of any cause of action, claim or loss arising:
 - a. under or in connection with this Contract;
 - b. in connection with any transaction, conduct or other agreement contemplated by this Contract;
 - c. in connection with any secured obligations;

- d. under or in connection with (to the extent permitted by law) any representation or undertaking given in connection with the Contract;

that party:

- e. will only be entitled to recover an amount of damages which does not exceed the amount which the Vendor actually recovers from the sale of this particular asset of the Estate by exercising its rights of indemnity; and
- f. will not be entitled to pursue a remedy which would require the Vendor to expend money in excess of the amount which the Vendor (taking into account all other liabilities of the Estate) is able and entitled to recover from the assets of the Estate.

- (c) Without limiting any other provision of this clause, each party agrees and acknowledges that it will not:

- a. seek to appoint an administrator or liquidator to the Vendor;
- b. commence the winding-up, dissolution, official management or administration of the Vendor; or
- c. appoint a receiver, receiver and manager, administrative receiver or similar
- d. officer to all or any of the assets of the Vendor except to the extent that the steps taken affect only the assets of the Estate and nothing else.

- (d) The Purchaser shall not make any claim for compensation and/or objection and/or requisition as a consequence of this clause.

- (e) This clause shall not merge on completion



FOLIO: 2/856138

SEARCH DATE	TIME	EDITION NO	DATE
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30/6/2025	4:12 PM	5	21/7/2003

LAND

LOT 2 IN DEPOSITED PLAN 856138
AT PICNIC POINT
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN
PARISH OF BANKSTOWN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP856138

FIRST SCHEDULE

GERALDINE MARY MCMANUS (T 9807129)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B753159 COVENANT
- 3 DP856138 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP856138 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 5 DP856138 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

SIGNATURE AND SEALS ONLY

9170(3)

33226-173 346

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Crown Lands Office Approval

PLAN APPROVED **Authorised Officer**

Lend District

Paper No.

Field Book **pages**

Council's Certificate

I hereby certify that -

(b) the requirements of 1 Part 3 Division 2 of the Water Board Act 1987, or 1 Part 5 Division 7 of the Hunter Water Board (Corporatisation) Act 1991.

proposed.....**subdivision**.....
(insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. 8590

Date 12/10/2010
(Signature) K. Kanyung

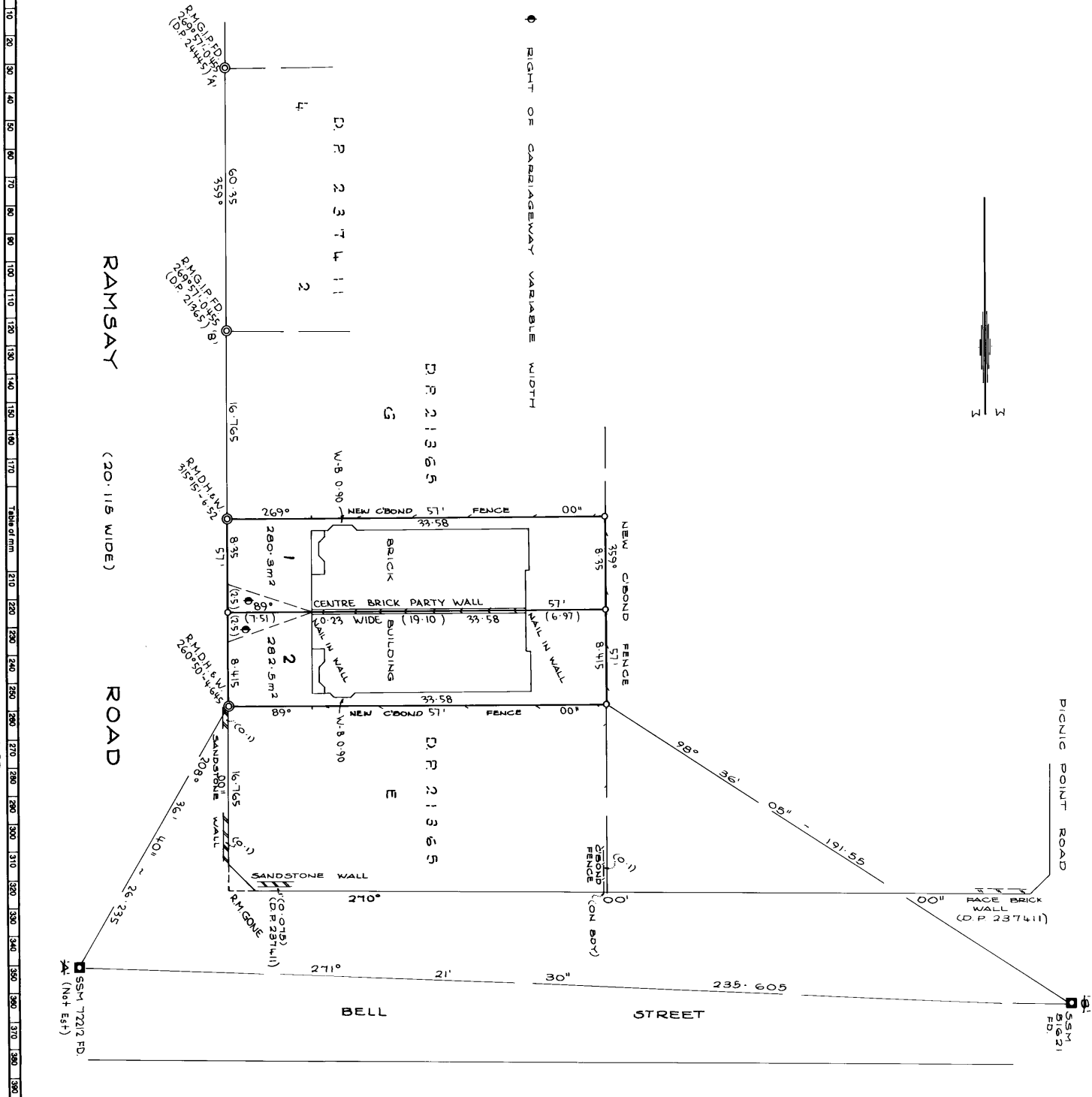
General Manager/Authorised Person
S75/794/4/P
Council File No.

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be

subdivided is wholly outside the areas of operations of the Water Board and the Hunter Water Corporation Ltd.

†Delete if inapplicable

SURVEYOR'S REFERENCE: 94167



DP 856138

Registered: 1811-1-19-74

C.A. 8590 of 15-12-1995

Title System: TORRENS

Purpose: SUBDIVISION

U005/-41

Last Plan: DP21365

PLAN OF SUBDIVISION OF
LOT F IN D.P. 21365

Lengths are in metres. Reduction Ratio 1. 250

LGA BANKSTOWN

Locality: P/CNIC POIN

County: CUMBERLAND

~~This is sheet 1 of my plan in~~ sheets
(Delete if inapplicable).

7/25 TERMINUS ST, CASTLE HILL
of

a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate. has been made in accordance with the Survey Practice Regulation 1990 and was completed on 14.11.95.....

Datum Line of Azimuth

Δ

Plans used in preparation of survey/compilation.
D.P. 21365, D.P. 24445, D.P. 23741

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

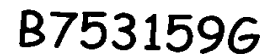
PURSUANT TO SECTION 8005 OF THE CONVEYANCING ACT 1919-1961 & IN TERMS OF THE ACCOMPANYING INSTRUMENT SIGNED BY THE COUNCIL CLERK, IT IS INTENDED TO CREATE ~

1. RIGHT OF CARRIAGEWAY
VARIABLE WIDTH

P.M. STATUS CHECKED IN
L.T.O. 10-1-96



(REAL PROPERTY ACT) 3 15 1929



R 29 11 28 B

THE GREENACRE PARK LIMITED

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

ONE HUNDRED AND THIRTY FIVE POUNDS

(£ 135/-/-) (the receipt whereof is hereby acknowledged) paid to it by

REGINALD JOHN SYMONDS of Rushcutters Bay, Wool Buyer.

B753159

(herein called transferee)

do hereby transfer to the said transferee^b

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

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Bankstown	<div style="text-align: center;">Part</div> being Lots Thirtyfour (34) and thirty five (35) of the Pinnic Point No. 2 Estate as shown on D.P. 10156.	3151	126

~~And the transferee covenants with the transferor:~~

AND the Transferee hereby for himself his

so as to bind, not only himself his

executors, administrators and assigns and

executors, administrators and assigns but also the said

piece of land hereinbefore expressed to be hereby transferred and the
thereof COVENANT with the said Company and its assigns

that the Transferor-----administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than

~~And that on the erection of any such building, the said land shall be fenced. And that no advertisement hoarding shall be erected on the said land.~~

AND for the purposes of Section 89 of the

AND for the purposes of Section 89 of the Conveyancing Act of 1919, IT IS HEREBY FURTHER AGREED AND DECLARED that:—

(a) The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 10156 other than the land hereby transferred.

(b) The land which is to be subject to the burden of the above covenants is the land described herein.

(c) The above covenants or any of them may be released, varied or modified with the consent of the said Company or its legal representatives.

company or its legal representatives;
ENCUMBRANCES, &c., REFERRED TO.

Signed at the
THE COMMON SEAL of THE GREENACRE
~~Signed in my presence by the transferor~~
PARK LIMITED was hereto affixed
 by **EDWARD ANTHONY LIVI** the Mana-
 ger who is personally known to me
 this 20th day of November
 1928 In the presence of:

‘Signed

Geo. C. Rowe

Clerk to

Septimus S. Rowe & Co.,

day of

**THE GREEN-ACRE PARK
LIMITED**

Transfer

*Transferor **

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

ONALLY KNOWN TO ME
Robertson
Clark to

Transferree.

* If signed by virtue of any power of attorney, the original power must be registered with the Registrar of Companies, Sydney, in each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

CONSENT OF MORTGAGEE.

We Minna Browne and all her heirs and assigns mortgagee under Mortgage No. B 358822
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 Sydney this 29th day of November 1928.
Signed in my presence by who is personally known to me } Minna Browne Mortgagee.
A. B. Campbell

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 1928.
Signed at the place and on the date above-mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.

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



- i This form is not appropriate in cases of delegation under the Trustees Delegation Powers Act, 1915, the Execution of (War Facilities) Act 1917.
- j Strike out unnecessary words. Add any matter necessary to show that the power is effective.
- k May be made before either Registrar-General, Deputy Registrar-General, Notary Public, J. Commissioner for Affidavits. Not required if the instrument itself made or acknowledged before one of the parties.

MEMORANDUM OF TRANSFER

DOCUMENTS LOG

To be filled in by the Registrar-General.

Acres. Rods. Perches.
10. 34. 1. 38. 2. 28. 10. 15. 6.
Shire
Municipality. Bankstown
Parish. County.
Reginald John Symonds Transferree.

Nature.	No.	Reg'd Propr., M'tgor, etc.

Particulars entered in Register Book, Vols 151 Fol. 126

the 30th day of November 1928
at 15 minutes past 3 o'clock in the afternoon.

W. H. Hayton



B 753159

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch ...	JA	6 DEC 1928
Received from Records		
Draft typed ...	JA	6.12.28
Draft examined ...	JA	6.12.28
Diagram prepared ...	JA	6.12.28
Diagram examined	JA	6.12.28
Draft forwarded	JA	6.12.28
Supt. of Engrossers	JA	6.12.28
Cancellation Clerk	JA	6.12.28
VOL. 4225	FOL. 224	
Diagram Fees ...		
Additional Folios		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.
If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

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

Lengths are in metres.

(Sheet 1 of 2 Sheets)

Plan: **DP 856138**

Subdivision of Lot F in
DP 21365 covered by Council
Clerk's Certificate No. 8590
of 15-12-95

Full name and address of
proprietor of the land.

Jason Trezise Gray of
4 Ramsay Road
PICNIC POINT NSW 2213

1. Identity of Easement
firstly referred to in the
abovementioned plan.

Right of Carriageway
variable width

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots Benefited

1
2

2
1

2. Identity of Restriction
secondly referred to in
abovementioned plan.

Restriction On The Use Of Land

SCHEDULE OF LOTS ETC. AFFECTED

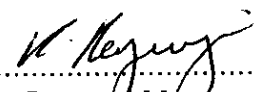
Lots Burdened

Authority Benefited

1
2

Bankstown City Council
Bankstown City Council

Approved by the Council
of Bankstown


.....
General Manager
AUTHORISED PERSON

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

Lengths are in metres.

(Sheet 2 of 2 Sheets)

Plan: DP 856138

Subdivision of Lot F in
DP 21365 covered by Council
Clerk's Certificate No. 8590
of 15-12-95

Part 2

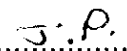
**TERMS OF RESTRICTION ON USE OF THE LAND SECONDLY REFERRED TO IN
THE ABOVEMENTIONED PLAN.**

- (i) Any building erected on lots 1 & 2 shall not exceed the overall floor space ratio of 0.5:1.
- (ii) Any building erected on lots 1 or 2 shall not exceed two storeys.
- (iii) Any dwelling erected on lots 1 & 2 shall have an area of private open space immediately adjoining the dwelling, of minimum size 50 square metres and minimum dimensions of 4.5 metres.
- (iv) Any dwelling erected on the lots shall provide car parking behind the building line in accordance with Council's Parking Code.

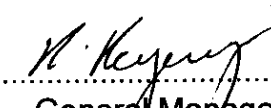
Signed in my presence by
Jason Trezise Gray who
is personally known to me


.....
Registered Proprietor


.....
Signature of Witness.


.....
Address and Occupation of Witness.

Approved by the Council
of Bankstown


.....
General Manager
AUTHORISED PERSON

REGISTERED



1310 11.1.1996

25-332:153441

Info Track
GPO Box 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

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

Certificate No: 20254545
1 July 2025**Land which Certificate is issued for:****Lot 2 DP 856138****4 Ramsay Road, PANANIA NSW 2213**

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

Planning certificates are issued on the Strata Plan, not the lot number. The information on a planning certificate is the same for all the lots in the same Strata Plan property. Your Strata may or may not have a Lot 0. A Planning Certificate issued for Lot 0 has the same information as other lots in that same Strata Plan property.

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

**CAMILLE LATTOUF
MANAGER CITY STRATEGY AND DESIGN**

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

1 ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

1.1 Relevant Planning Instruments

Canterbury Bankstown Local Environmental Plan 2023

1.2 Relevant Development Control Plans

Canterbury Bankstown Development Control Plan 2023

1.3 State Environmental Planning Policies

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

State Environmental Planning Policies:

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 2: Vegetation in non-rural areas

Chapter 3: Koala habitat protection 2020

Chapter 6: Bushland in urban areas

Chapter 7: Canal estate development

Chapter 10: Sydney Harbour Catchment

Chapter 11: Georges River Catchment

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021

Chapter 3: Advertising and Signage

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2: State and regional development

Chapter 3: Aboriginal Land

Chapter 4: Concurrences and consents

State Environmental Planning Policy (Precincts - Central River City) 2021

State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Precincts - Western Parkland City) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 2: Coastal Management

Chapter 3: Hazardous and offensive development

Chapter 4: Remediation of Land

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2: Mining, petroleum production and extractive industries

Chapter 3: Extractive industries in Sydney area

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2: Infrastructure

Chapter 3: Educational establishments and child care facilities

Chapter 4: Major infrastructure corridors

Encompassed within the Biodiversity and Conservation SEPP is the former Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment which applies to the site. The SEPP aims to protect the water quality of the Georges River and its tributaries and the environmental quality of the whole catchment. The objectives of the plan are to be achieved through coordinated land use planning and development control. The plan establishes the framework within which local, State and Federal agencies will consult so that there is a consistent approach to planning and development within the catchment

1.4 Proposed Environmental Planning Instruments (including any Planning Proposals) that are or have been the subject of community consultation or on public exhibition under the Act

Draft SEPPs: Draft State Environmental Planning Policy (Cultural).

Planning proposals: Not applicable.

2 Zoning and Land Use Under Relevant Planning Instruments

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

2.1 Land Use Zone

Canterbury Bankstown Local Environmental Plan 2023

Date effective from

23 June 2023

Land Use Zone

ZONE R2 LOW DENSITY RESIDENTIAL

1. Permitted without consent

Home occupations

2. Permitted with consent

Bed and breakfast accommodation; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Early education and care facilities; Environmental facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Tank-based aquaculture

3. Prohibited

Any development not specified in item 1 or 2

2.2 Additional Permitted Uses

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

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

2.3 Minimum Land Dimensions for the Erection of a Dwelling House

For land zoned R2, R3 or R4 and on land identified as 'Area 2' on the Clause Application Map within the Canterbury Bankstown Local Environmental Plan 2023, the minimum lot size required for dwelling houses on a battle-axe lot or other lot with an access handle is 600m². For land without an access handle, please refer to the Minimum Lot Sizes Map of the Local Environmental Plan for minimum lot sizes for dwelling houses.

2.4 Area of Outstanding Biodiversity Value

Not applicable

2.5 Conservation Area and/or Environmental Heritage

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

3 Contribution Plans

Canterbury Bankstown Local Infrastructure Contributions Plan 2022

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

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

Housing and Productivity Contribution

The Housing and Productivity Contribution applies to development applications for new residential, commercial and industrial development and is collected by Council on behalf of the NSW State Government. The Contributions will help deliver essential State infrastructure such as schools, hospitals, major roads, public transport infrastructure and regional open space.

The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies. For more information visit <https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system>

4 Complying Development

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

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

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

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

4.1 Variation of Complying Development Codes

A variation to the Complying Development Code applies to certain lots in Zone R2 Low Density Residential areas which are no more than 450m² in area and are located in land to which the former Bankstown Local Environmental Plan 2015 applied. For further information on the variation to the Complying Development Code, please refer to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 at the NSW Legislation website at <https://legislation.nsw.gov.au/>

5 Exempt Development

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

General Exempt Development Code

Yes

Advertising and Signage Exempt Development Code

Yes

Temporary Uses and Structures Exempt Development Code

Yes

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

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

6 Affected Building Notices and Building Product Rectification Orders

Not applicable

7 Land Reserved for Acquisition

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

8 Road Widening and Road Realignment

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

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

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

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

9 Flooding

The land, or part of the land, is **not** within the flood planning area (FPA) or probable maximum flood (PMF). The land, or part of the land, is **not** subject to flood related development controls.

10 Council and Other Public Authority Policies on Hazard Risk Restrictions

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

Land Slip

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

Tidal Inundation

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

Subsidence

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

Acid Sulfate Soils

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

Contamination

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

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

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

Salinity

Not applicable

Coastal Hazards

Not applicable

Sea Level Rise

Not applicable

Unhealthy Building Land

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

Any Other Risk (including Aircraft Noise)

Not applicable

11 Bush Fire Prone Land

Not applicable

12 Loose-Fill Asbestos Ceiling Insulation

Not applicable

13 Mine Subsidence

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

14 Paper Subdivision Information

Not applicable

15 Property Vegetation Plans

Not applicable

16 Biodiversity Stewardship Sites

Not applicable

17 Biodiversity Certified Land

Not applicable

18 Orders Under Trees (Disputes Between Neighbours) Act 2006

Not applicable

19 Annual Charges Under Local Government Act 1993 For Coastal Protection Services That Relate to Existing Coastal Protection Works

Not applicable

20 Western Sydney Aerotropolis

Not applicable

21 Development Consent Conditions for Seniors Housing

Not applicable

22 Site Compatibility Certificates and Development Consent Conditions For Affordable Rental Housing

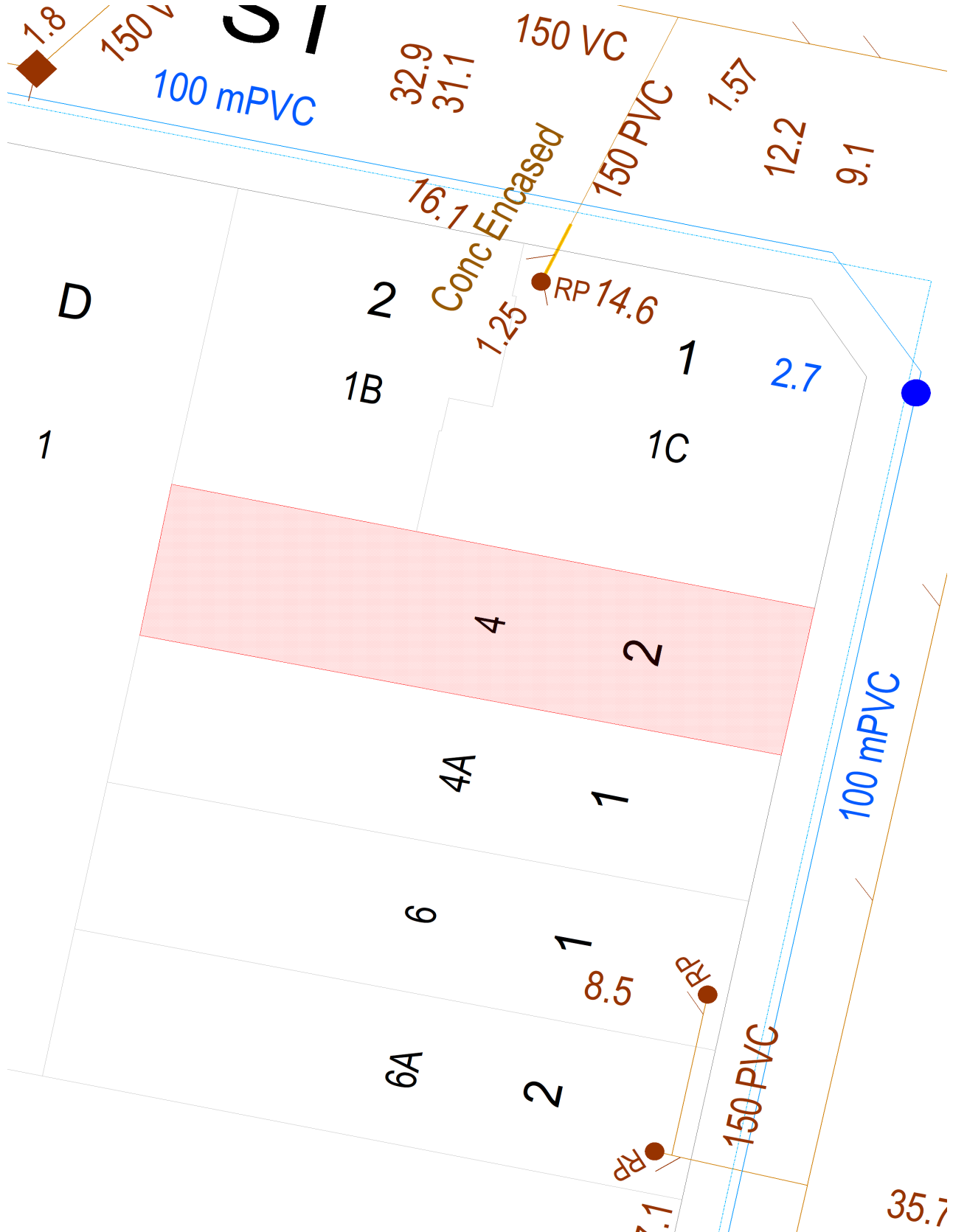
Not applicable

23 Water or sewerage services

Council has not received a notice from a public water utility that water or sewerage services are, or are to be, provided to the land under the [Water Industry Competition Act 2006](#), a statement to that effect.

Note— A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the [Water Industry Competition Act 2006](#), a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the [Water Industry Competition Act 2006](#) is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the [Water Industry Competition Act 2006](#) become the responsibility of the purchaser.

Service Location Print
Application Number: 8004419495



Document generated at 30-06-2025 04:30:07 PM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

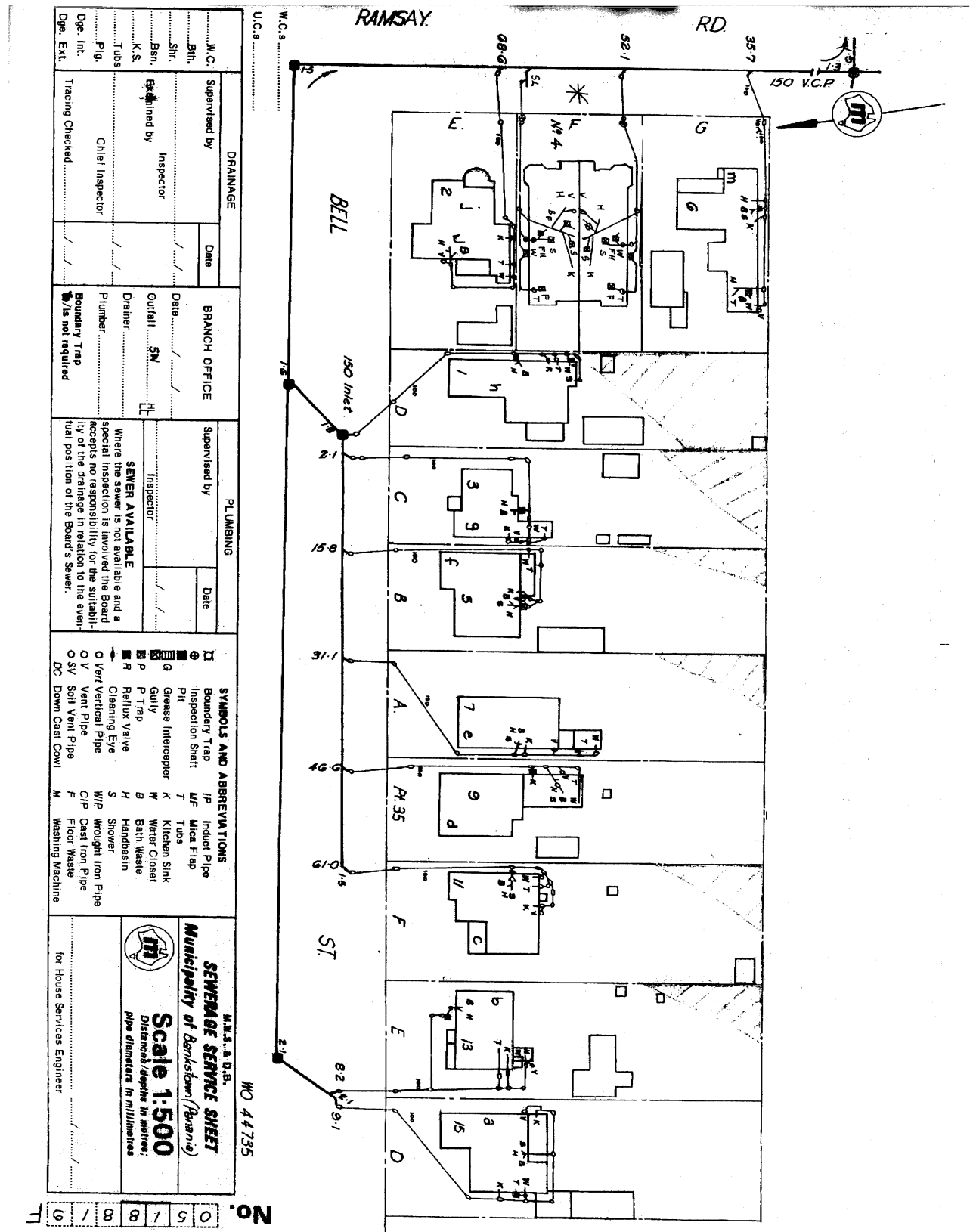
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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

Sewer Service Diagram

Application Number: 8004419496



Document generated at 30-06-2025 04:30:12 PM

Disclaimer

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



MS LISA MCMANUS
C/- SABINA FRASER
SHOP 10/25-29 SELEMS PARADE
REVESBY NSW 2212

Our reference: 7160355349311

Phone: **13 28 66**

2 July 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello LISA,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411080049586
Vendor name	LISA MCMANUS
Clearance Certificate Period	1 June 2025 to 1 July 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**
If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MR SEAN G MCMANUS
4 RAMSAY ROAD
PANANIA NSW 2213

Our reference: 7160451287621

Phone: **13 28 66**

4 July 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello SEAN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411080057475
Vendor name	SEAN GERALD MCMANUS
Clearance Certificate Period	10 April 2025 to 1 July 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



Revenue

Enquiry ID	4362475
Agent ID	81429403
Issue Date	01 Jul 2025
Correspondence ID	1811550720
Your reference	25-332

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D856138/2	4 RAMSAY RD PANANIA 2213	\$526 333	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2025 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.