

## Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Tim Mutton Estate Agents</b> PO Box 544, Panania NSW 2213 Email: michelle@timmuttonea.com.au	Phone: 0297720277 Ref: Michelle Austin
co-agent		
vendor	<b>Cottesloe (Nsw) Pty Ltd Acn 637203331</b>	
vendor's solicitor	<b>Strictly Conveyancing Pty Ltd</b> 37/287 Victoria Rd, Rydalmere NSW 2116 PO Box 3157, North Parramatta NSW 1750 Email: john@strictlyconveyancing.com.au	Phone: 02 9630 5553 Fax: 02 9630 8249 Ref: JK:20254637
date for completion	<b>42nd day after the contract date</b> (clause 15)	
land (address, plan details and title reference)	<b>26 Collins Street, Pendle Hill NSW 2145</b> <b>Lot 22 in Deposited Plan 14002</b> <b>Folio Identifier 22/14002</b>	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Garden shed	
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 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 type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input 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: Smoke Detector, Front loader washing machine			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$ _____	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p>    <p>_____</p> <p>Vendor</p>    <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>    <p>_____</p> <p>Purchaser</p>    <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> Cottesloe (NSW) Pty Ltd ACN 637203331 in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>    <p>_____</p> <p>Signature of authorised person</p>    <p>_____</p> <p>Signature of authorised person</p>    <p>_____</p> <p>Name of authorised person</p>    <p>_____</p> <p>Name of authorised person</p>    <p>_____</p> <p>Director</p>    <p>_____</p> <p>Office held</p>	<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>    <p>_____</p> <p>Signature of authorised person</p>    <p>_____</p> <p>Signature of authorised person</p>    <p>_____</p> <p>Name of authorised person</p>    <p>_____</p> <p>Name of authorised person</p>    <p>_____</p> <p>Office held</p>    <p>_____</p> <p>Office held</p>

### Choices

Vendor agrees to accept a **deposit-bond**

NO  yes

**Nominated Electronic Lodgement Network (ELN)** (clause 4):

**Manual transaction** (clause 30)

NO  yes

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

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

**Land tax** is adjustable

NO  yes

**GST:** Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment* (GST residential withholding payment)

NO  yes (if yes, vendor must provide details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: \$

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<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 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 checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off-the-plan contract <input type="checkbox"/> 59 other document relevant to off-the-plan contract
<p><b>Home Building Act 1989</b></p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<p><b>Other</b></p> <input type="checkbox"/> 60
<p><b>Swimming Pools Act 1992</b></p> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

**HOLDER OF STRATA OR COMMUNITY 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:**

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>
<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 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* 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 *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

**13 Goods and services tax (GST)**

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

26 COLLINS ST PENDLE HILL NSW 2145



**STRICTLY**  

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**CONVEYANCING**

# SPECIAL CONDITIONS FOR CONTRACT FOR SALE

**26 Collins Street, Pendle Hill NSW 2145**

Strictly Conveyancing Pty Ltd  
37/287 Victoria Road, Rydalmere NSW 2116  
P.O Box 3157 North Parramatta NSW 1750  
Tel: (02) 9630 5553 Fax: (02) 9630 8249  
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**WARNING**  
**SMOKE ALARMS**

The owners of certain types of building 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 & 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.

**ADDITIONAL CONDITION IN THE CONTRACT FOR SALE OF LAND**

Cottesloe (NSW) Pty Ltd ACN 637203331  
(Vendor/s)

26 Collins Street, Pendle Hill NSW (Property)

**1. Definitions and interpretation**

**Definitions**

In this contract, unless the context requires otherwise:

- 1.1 **ATO** means The Australian Taxation Office.
- 1.2 **Authority** includes:
- (a) any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, whether federal, state, territory, municipal or local; and
  - (b) any provider of utility services, whether or not a statutory body.
- 1.3 **Contract Date** means the date of this contract as shown on the front page of this contract.
- 1.4 **Conveyancing Regulation** means the *Conveyancing (Sale of Land Regulation) 2010* (NSW).
- 1.5 **Default Rate** means 9% per annum.
- 1.6 **Electronic Transmission** means the giving of the document by one party to another by:
- (a) transmitting the document by e-mail; or
  - (b) transmitting, by e-mail, notification that the document is given together with a hyperlink through which the document can be viewed and downloaded or the web address where the document can be viewed and downloaded.
- 1.7 **Object** means to make a requisition or objection, delay or attempt to delay completion, make or assert a claim, rescind or terminate or attempt to rescind or terminate or withhold or require retention of all or part of the purchase price.
- 1.8 **Signature Copy** means a copy of a document whether scanned or signed in digital form
- 1.9 **Standard Contract** means the standard form Contract for Sale and Purchase of Land 2022 edition prepared by the Law Society of New South Wales and Real Estate Institute of New South Wales; and
- 1.10 **Vendor's Agent** means the agent or co-agent nominated on the front page of this contract.

**Interpretation**

In this contract, unless the context otherwise requires:

- (a) headings do not affect the interpretation of this contract and are for convenience only;
- (b) words or phrases that are capitalised have the meanings given in clause 1.1 or in the Standard Contract (as the case may be);
- (c) the words “including”, “for example”, “such as” or other similar expressions (in any form) are not words of limitation;
- (d) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) no rule of interpretation will apply to the disadvantage of a party merely because that party put forward or drafted this contract or any part of it;
- (f) a reference to:
  - (i) the singular includes the plural and conversely;
  - (ii) a gender includes all genders;
  - (iii) a person includes a body corporate, unincorporated body, partnership, firm, Authority or other entity and conversely;
  - (iv) a clause, subclause, paragraph, schedule or annexure is to a clause, subclause, paragraph, schedule or annexure to this contract;
  - (v) a range of clauses is to each clause within the stated range and is inclusive;
  - (vi) a month is to a calendar month and monthly is to calendar monthly;
  - (vii) any party to this contract includes the party’s successors, executors, administrators, substitutes (for example, persons taking by novation) and permitted assigns;
  - (viii) any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this contract;
  - (ix) any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislation or legislative provision substituted for it and all regulations and statutory instruments issued under it;
  - (x) any Authority, association, society or body shall in the event of the entity ceasing to exist or being reconstituted, renamed or replaced or its powers or functions being transferred to any other entity be a reference to any other entity established or constituted in its place or succeeding to similar powers or functions;
  - (xi) “dollars”, “A\$” or “\$” is to Australian currency;
  - (xii) writing includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form;
  - (xiii) an obligation of any 2 or more persons imposes that obligation jointly and severally; and
  - (xiv) conduct includes an omission, statement or undertaking, whether or not in writing.

## 2. Amendments to printed form

The terms of the printed contract to which these additional conditions are annexed shall be read subject to the following. If there is conflict between these additional conditions and the printed contract, then these additional conditions shall prevail. The parties agree that should provision be held to the contrary to law, void or unenforceable, then such provision shall be severed from this contract and such remaining provisions shall remain in full force and effect.

- (a) Clause 3.10.1 is amended to delete the word “normally”
- (b) Clause 5.1 is deleted.
- (c) Clause 5.2.1 is amended to delete the word “other”
- (d) Clause 6.2 is deleted
- (e) Clause 7.1.1 replace 5% with 1%
- (f) Clause 8.2.2 is deleted
- (g) Clause 9.1 add the following ‘the execution of this contract shall constitute an irrevocable authority to the deposit holder to release the deposit to the vendor on demand’
- (h) Clause 12.3 – delete the words ‘in the 3 days before a time appointed for completion’ and replace with ‘before the completion date’.
- (i) Clause 14.4.3 is added;  
“by adjusting the amount payable at the start of the year. If at the start of the year:
  - I. the land had no separate payable amount, then the parties must adjust on the amount calculated by: (taxable value of land / vendor’s aggregated taxable land value) x vendor’s total land tax payable;
  - II. the land had no separate taxable value then the parties must adjust on the amount calculated by: (area of land / vendor’s aggregated land area) x vendor’s total land tax payable; or
  - III. if strata lot, and the land had no separate payable amount, then the parties must adjust on the amount calculated by: (unit entitlement / aggregate building unit entitlement) x total land tax payable for the building.”
- (j) Insert a new clause 19.3:  
19.3 Despite clause 19.2.3 and any other provisions of this contract, the purchaser’s only remedy for a breach of warranty prescribed by the Conveyancing (Sale of Land) Regulation 2022 (NSW) is the remedy prescribed by that regulation.”.
- (k) clause 23.13 – (i) Delete and replace with “The Purchaser (s) must arrange and order his own Section 184/26 Certificate. The Vendor (s) hereby authorises the Purchaser (s) and/or its solicitor/conveyancer to order and obtain a s.184/26 certificate (at the purchaser(s) expense) from the Strata Manager and the Vendor (s) shall provide a written Authority (if necessary and requested by the Strata Company) as may be reasonably required to allow the Purchaser(s) to do so; and (ii) replace “7 days” with “2 days”
- (l) Clause 23.14 is deleted.
- (m) Clause 23.6.1: deleted and is replaced with, “23.6.1 Then the Vendor is liable for any said contribution that is due before the date of the contract, but if the said contribution is payable by instalments then the Vendor is only liable for any instalment(s) due before the date of the contract and the Purchaser shall be liable for any instalment(s) due after the date of the contract; and”.
- (n) Clause 23.9.1: deleted;

### **3. GST**

In the event that the sale becomes liable for any goods and services, consumption, value added or similar tax ("GST") as a result of the purchasers use of the property, then the Purchaser must forthwith upon demand by the Vendor pay the GST or reimburse the Vendor for any GST paid or payable by the Vendor with respect to the price or other monies payable by the Purchaser under this Contract. This Special Condition shall not merge on completion.

The Vendor will be required to provide the relevant tax invoice in respect to the price of other monies payable.

### **4. Submission of Settlement Figures**

4.1 The purchaser must serve draft settlement figures, along with all applicable certificates upon the Vendor, no less than five (5) business days prior to the completion date. Should the purchaser fail to serve the abovementioned documents within the prescribed time, then it is an essential term of this contract that the purchaser shall pay the vendors conveyancing costs of \$220.00 inclusive of GST, being additional costs incurred and arising from the delay in service of the abovementioned documents. This is deemed to be a fair estimate of fees and shall be payable by the purchasers as an adjustment to the vendor on completion.

4.2 The purchaser acknowledges that failure to comply with this clause may cause delay in completion of this contract. If completion is delayed because of the purchaser's breach under this clause, the provisions of clause 9 will apply.

### **5. Death, Insolvency and Bankruptcy**

Without affecting any other rights of either party, if the purchaser (or any of them) is a company and prior to completion has a liquidator, provisional liquidator, receiver, receiver manager, administrator, voluntary administrator, controller or controlling manager of it appointed, the purchaser will have defaulted in the observance of an essential term of this contract and the vendor may terminate this contract in accordance with clause 19.

If the vendor or purchaser (or any of them) is a natural person and prior to completion dies, becomes mentally ill or becomes bankrupt, then either party may rescind the contract and clause 19 of the contract shall apply.

### **6. Exclusion of Pre-Contractual Representations**

6.1 This contract constitutes the entire agreement between the vendor and the purchaser relating to the sale of the property. The parties have not entered into and are not bound by any other agreement apart from this contract. The parties are not bound by any warranty, representation, agreement or implied term under the general law or imposed by legislation unless:

(a) such warranty, representation, agreement or term is contained in the express terms of this contract; or it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.

6.2 The purchaser acknowledges that the purchaser, when entering into this contract, relied exclusively on the following matters independently of any statements, inducements or representations made by or on behalf of the vendor (including by any estate agent acting on behalf of the vendor):

(a) the inspection of and investigations relating to the land made by or on behalf of the purchaser; the warranties and representations expressly contained in this contract;

(b) the skill and judgment of the purchaser, its consultants and representatives; and

(c) opinions or advice obtained by the purchaser independently of the vendor or of the vendor's agents or employees.

## **7. Purchasers Acknowledgment**

- 7.1 The purchaser acknowledges that the purchaser is purchasing the property in its present state of repair and condition and will make no objection, requisition or claim for compensation in respect of the state of repair or condition of the property.
- 7.2 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 such as may be expressly provided herein, that this document constitutes the whole agreement between the parties and that the purchaser has relied entirely upon the purchaser's own enquiries relating to, and inspection of the property, all improvements thereon and the inclusions referred to in the particulars on the front page hereof.

## **8. Interest**

If the purchaser shall not complete this purchase by the agreed completion date, at a time when the vendor is ready, willing and able to complete on or after that completion date, then the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase money, an amount calculated as nine percent (9%) interest on the balance of the purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings. The vendor shall not be obliged to complete this contract unless the amount payable under this clause is tendered.

## **9. Notice to Complete**

- 9.1 If a party does not complete this contract on the completion date, the party not in default may, if it is ready, willing and able to complete, serve on the party in default a notice to complete, requiring the party in default to complete this contract within not less than 14 days of the date of service of the notice and making the last day for completion set out in the notice an essential date for completion. A notice to complete will be sufficient as to time if a period of 14 days from the date of the notice is allowed for completion.
- 9.2 The party serving a notice to complete may at any time withdraw the notice to complete by further notice to the party in default and at that party's option, issue a further notice to complete.
- 9.3 If the vendor issues a notice to complete, the purchaser will be liable for and must pay on demand an amount of \$440 inclusive of GST for the legal costs incurred by the vendor in issuing the notice to complete. The purchaser must pay the costs to the vendor's Conveyancer by a separate settlement cheque at completion of this contract. This is deemed to be a fair estimate of fees and shall be payable by the purchasers as an adjustment to the vendor on completion.

## **10. Completion**

- 10.1 Completion of this matter shall take place on or before 5.00 pm within the time provided for the clause 15 herein.
- 10.2 The parties agree that settlement of this matter is to occur online electronically through Property Exchange Australia Ltd (PEXA). Should the Purchaser serve a notice under printed condition 30.6 the provisions of clause 4 do not apply and the Purchaser shall pay to the Vendor an amount of \$660.00 (inclusive of GST) on settlement, being an additional legal cost incurred by the Vendor as a consequence of the Purchaser not settling the matter electronically, which sum is to be allowed by the Purchaser in favour of the Vendor as an additional adjustment on completion. This is deemed to be a fair estimate of fees and shall be payable by the purchasers as an adjustment to the vendor on completion.

## **11. Failed Settlement**

If completion of this contract is not affected by the date for completion for any reason not solely attributed to the vendor, the purchaser will pay to the vendor, in addition to the balance of purchase money the sum of \$440.00 inclusive of GST to cover the cost of the vendors legal costs as a result of the delay, being a genuine pre-estimate of the vendors additional legal expenses.

## **12. Corporate Purchaser**

If the Purchaser(s) is a corporation the Purchaser(s) will produce a personal guarantee from the directors of the corporation to guarantee the due performance of the Purchaser(s) obligation under the Contract. Failure by the Purchaser(s) to comply with this clause shall constitute a breach of an essential term entitling the Vendor(s) to terminate the contract.

## **13. Solicitors Authority Contract Alterations**

Each party hereto authorises his Solicitor/Licensed Conveyancer or any employee of that Solicitor/Licensed Conveyancer up until the expiration of the cooling off date of this Contract to make alterations to this Contract including the addition of annexures (including copies of prescribed documents required to be attached to the Contract under cl 5(1) of the Conveyancing (Sale of Land) Regulation 1995) after execution up until the expiration of the cooling-off period date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised such alterations and/or additions and any annexures so annexed shall form part of this Contract as if it was annexed prior to the Contract being executed.

## **14. Warranty about estate agent**

The purchaser warrants that it has not been introduced to the vendor by any agent other than the vendor's agent named on the first page of this contract. The purchaser indemnifies the vendor against any proven claim made by any other agent, person, firm or company for commission as a result of a breach of this warranty. The provisions of the clause do not merge on completion.

## **15. Release of deposit**

Notwithstanding anything else herein contained, the deposit or any part of the deposit as the vendor may require shall be released to the vendor or as the vendor may direct for the sole purpose of a deposit, stamp duty or the balance of the purchase monies on the purchase of real estate, providing that such is held within a trust account of a real estate agent, solicitor or licensed conveyancer or paid to the office of state revenue. The execution of this contract shall be a full and irrevocable authority to the stakeholder named herein to release such deposit.

## **16. Use of Deposit for Settlement**

Should the vendor require the use of the deposit on settlement in order to settle this matter or any simultaneous purchase or sale, the purchaser authorises the depositholder to release and transfer the deposit into a nominated trust account or PEXA Source Account within the workspace of the subject matter. The execution of the contract shall be a full and irrevocable authority to the stakeholder named herein to release such deposit as directed by the vendors conveyancer.

## **17. Payment of deposit by instalments**

In the event that the vendor agrees for the deposit to be paid by instalments the deposit shall be paid as follows:

(a) as to the amount of 5% of the purchase price on the date hereof (“the initial instalment”);

and

(b) as to the further amount of 5% of the purchase price (being the balance of the 10% of the purchase price) on the earlier of the completion date and the date of the purchaser’s default in accordance with clause 9 herein.

Despite the provision of special conditions 20 (a) and (b) or any other provision of this agreement, if:

- i. The deposit agreed to be paid (or actually paid) by the purchaser is less than ten percent (10%) of the purchase price; and
- ii. The vendor becomes entitled to recover the deposit actually paid;
- iii. The purchaser will immediately upon demand pay to the vendor the difference between ten per cent of the purchase price and the amount actually paid, to the intent that a full ten per cent of the purchase price is forfeitable by way of deposit upon default.

## **18. Service of documents**

Service of any notice or document under or relating to this Agreement may be effected and shall be sufficient service on a party and that party’s solicitor/conveyancer if:

- (a) Addressed to that party or to that party’s solicitor/conveyancer at the respective addresses set out in this Agreement and posted by ordinary pre-paid post and such notice or document shall be deemed to have been received by that party or that party’s solicitor on the second business day following the date of posting.
- (b) The notice or document is sent by email in any such case shall be deemed to be duly given or made when:
  - (i) in the case of email on the same business day that it is sent by email if it is sent before 5:00pm; and on the next business day if it is sent by email on or after 5:00pm;

## **19. Swimming Pool Compliance**

If the improvements notes a pool to which the Swimming Pools Act 1992 applies, then the parties agree as follows:

- (a) A certificate is annexed to this contract in accordance with the Conveyancing (Sale of Land) Regulation 2017;
- (b) In the event that that the local authority issues an upgrade order or work order under s23 and/or s23A of the Swimming Pools Act 1992 after the date of this contract, the purchaser will at its own costs, comply with such orders to the satisfaction of the local authority.
- (c) The purchaser agrees to indemnify and compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence of the matters disclosed in this clause. This indemnity shall not merge on completion.
- (d) The purchaser cannot Object because of any matter arising either directly or indirectly from the matters disclosed in this clause.

## **20. FIRB Approval**

The purchaser warrants that if the purchaser is a natural person that is ordinarily resident in Australia and whether the Purchaser is a natural person or corporation that the Foreign Acquisitions and Takeovers Act 1975 (Commonwealth) DOES NOT apply to the purchaser or to this purchase as that legislation currently applies or might apply, in accordance with the announcement of the Treasurer on 29 September 1985. In the event that the said Act applies to the purchaser and to this transaction in breach of the warranty contained in this clause, the purchaser agrees to indemnify and compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof. This warranty and indemnity shall not merge on completion.

## **21. Extension of cooling off period**

In the event that this Contract is subject to a cooling-off period and the Purchaser applies for and is granted an extension to the cooling-off period by the vendor, then in such event the sum of \$220 inclusive of GST to cover legal costs and expenses incurred by the vendor is a consequence of the extension to the cooling-off period shall be payable by the Purchaser as an adjustment to the Vendor on completion. This is deemed to be a fair estimate of fees and shall be payable by the purchasers as an adjustment to the vendor on completion.

## **22. Requisitions on Title**

If the buyer is or becomes entitled to make a requisition in accordance with clause 5, then the buyers agrees to only make requisitions in the form attached to this contract.

## **23. Drainage Diagram**

The Purchaser acknowledges that the drainage diagram and sewer reference sheets attached to this Contract are those currently available from the relevant authority. The Purchaser may not make any requisition or claim in respect of any matter or thing relating to the water, sewerage and drainage works that may have been installed in or carried out on the property and not shown on the drainage diagrams and sewer reference sheet attached to this Contract.

## **24. Electronic Signature and Exchange**

- (a) This Contract may be executed:
  - (i) in any number of counterparts and all the counterparts together shall make one instrument;
  - (ii) electronically by both parties using DocuSign or by exchanging electronic copies of original signatures on this Contract;
- (b) This Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email or facsimile.
- (c) The parties acknowledge that the electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.
- (d) The parties agree to be bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause and the purchaser may not object or delay settlement because of anything contained in this clause.
- (e) The parties agree that they will be bound by, have complied with and will comply with the Electronic Transactions Act 2000 (NSW) and any terms and conditions of DocuSign, in relation to the execution of this Contract.
- (f) For this clause, DocuSign means the software platform located at [www.docusign.com](http://www.docusign.com).

## **25. Christmas Period**

- (a) If the expiration of the cooling off period falls between 22 December 2025 and 12 January 2026 (both dates inclusive) then both parties hereby agree the cooling off period will be extended to expire at 5:00pm on 14 January 2026.
- (b) If the completion of the Contract for Sale ("the settlement date") falls between 22 December 2025 and 12 January 2026 (both dates inclusive) then both parties hereby agree the settlement date will be 16 January 2026.
- (c) Notwithstanding any other term or condition in this contract if either party serves another party with a Notice to Complete between 22 December 2025 and 12 January 2026 (both dates inclusive) then both parties hereby agree that the notice is deemed to be served on 12 January 2026.
- (d) In the event that settlement is required to take place between 22 December 2025 and 12 January 2026 (both dates inclusive) at the purchaser's request, the purchaser will allow the amount of \$990.00 (incl GST) being a fair estimate of the vendors legal costs.

## Guarantee

### Guarantee for corporate purchaser

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

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

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Signature of witness

---

Signature of guarantor

---

Name of witness

## Conditions of Sale 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 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
  - a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
  - b) A bid for the Vendor(s) 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(s);
  - c) The highest bidder is the Purchaser(s), 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(s);
  - 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; and
  - h) As soon as practicable after the fall of the hammer the Purchaser(s) is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
  - b) Subject to subclause 3, the auctioneer may make only one Vendor(s) bid at an auction for the sale of residential property or rural land and no other Vendor(s) bid may be made by the auctioneer or any other person; and
  - c) Immediately before making a Vendor(s) bid the auctioneer must announce that the bid is made on behalf of the Vendor(s) or announces 'Vendor(s) bid'.
3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a Vendor(s) as executor or administrator:
  - a) More than one Vendor(s) bid may be made to purchase interest of 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 Vendor(s); and
  - 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.
4. The following condition, in addition to those prescribed by subclause 1, is prescribed as applicable to and in respect of the sale by auction of livestock. The Purchaser(s) of livestock must pay the stock and station agent who conducted the auction, or under whose immediate

and direct supervision the auction was conducted, or the Vendor(s) the full amount of the purchase price:

- a) If that amount can reasonably be determined immediately after fall of hammer – before the close of the next business day following the auction; or
- b) If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,
- c) unless some other time for payment is specified in a written agreement between the Purchaser(s) and the agent or the Purchaser(s) and the Vendor(s) made before the fall of the hammer.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Cottesloe (Nsw) Pty Ltd

Purchaser:

Property: 26 collins street, pendle hill nsw 2145

Dated: 26 June 2025

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### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the Landlord and Tenant (Amendment) Act 1948.)
5. If the tenancy is subject to the Residential Tenancies Act 1987:
  - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the Inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the property for land tax purposes for the current year?

### Survey and building

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

- (e) In respect of any residential building work carried out in the last 7 years:
  - (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989*.
- 16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
- 17. If a swimming pool is included in the property:
  - (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
- 18.
  - (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

#### **Affectations**

- 19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 20. Is the vendor aware of:
  - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the property?
- 21. Has the vendor any notice or knowledge that the property is affected by the following:
  - (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the property?
  - (f) any contamination?
- 22.
  - (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other property pass through the property?
- 23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

#### **Capacity**

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

#### **Requisitions and transfer**

- 25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



# Title Search

Information  
Provided  
Through  
Triconvey  
(Reseller)  
Ph. 1300 064  
452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 22/14002

SEARCH DATE	TIME	EDITION NO	DATE
12/2/2026	10:13 AM	3	3/6/2024

LAND

LOT 22 IN DEPOSITED PLAN 14002  
AT MERRYLANDS  
LOCAL GOVERNMENT AREA CUMBERLAND  
PARISH OF PROSPECT COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP14002

FIRST SCHEDULE

COTTESLOE (NSW) PTY LTD

(T AP795293)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 AP795294 MORTGAGE TO MACQUARIE BANK LIMITED  
2 AU124116 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

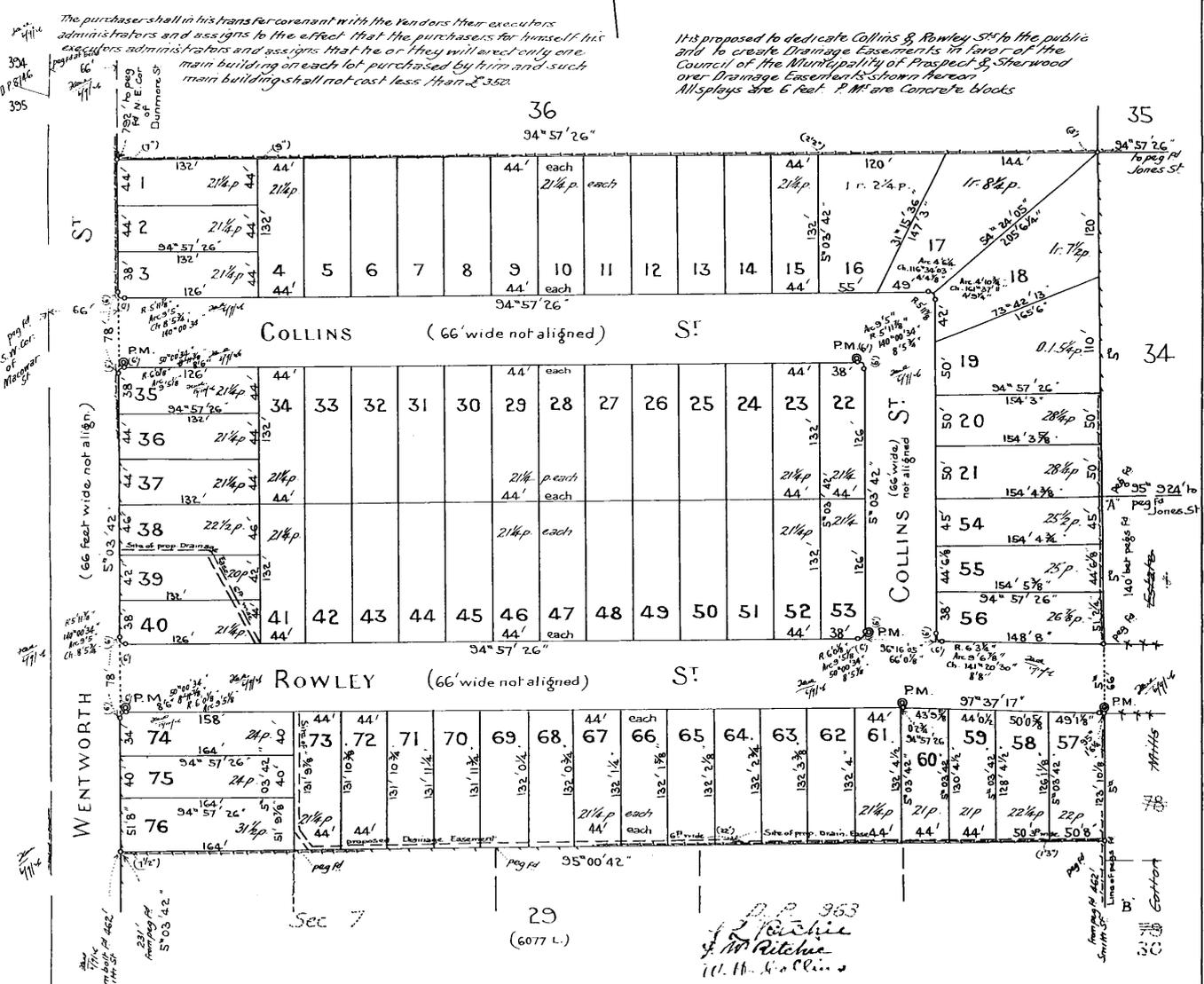


Municipality of Prospect & Sherwood

B387604 30.7.26

DP 14002

PLAN OF  
**COLLINS ESTATE PENDLE HILL**  
 being a subdivision of Lots 32 & 33 Sec. 7. D.P. 963  
 Parish of Prospect County of Cumberland  
 Scale 80 feet to an Inch



The purchaser shall in his transfer covenant with the vendors their executors administrators and assigns to the effect that the purchaser for himself his executors administrators and assigns that he or they will erect only one main building on each lot purchased by him and such main building shall not cost less than £350.

It is proposed to dedicate Collins & Rowley St to the public and to create Drainage Easements in favor of the Council of the Municipality of Prospect & Sherwood over Drainage Easements shown thereon. All plays are 6 feet. P.M. are concrete blocks.

I Harold Charles de Loo, of Parramatta Licensed Surveyor specially licensed under the Real Property Act 1900 do hereby solemnly and sincerely declare that all boundaries and measurements shown on this plan are correct, that all survey marks found and relevant physical objects found on or adjacent to the boundaries are correctly represented, that all physical objects not so represented actually exist in the positions shown that the whole of the material facts in relation to the land are correctly represented that the survey has been made by me and I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1900.

*Harold Charles de Loo* - Licensed Surveyor

Subscribed and declared before me at Parramatta this 28<sup>th</sup> day of April 1926

*J. M. Hanton*

*Mayor*

Subdivision approved  
 Subject to such conditions as are set out hereunder.

303 31<sup>st</sup> July 26  
*A. D. Brown*  
 Town Clerk

Azimuth from 'A' 'B'

Date of Survey Nov. 1925 Mar. 1926

FEET INCHES	METRES
1 7	0.48
1 8	0.51
1 9	0.53
1 10	0.56
1 11	0.58
1 12	0.61
1 13	0.64
1 14	0.67
1 15	0.70
1 16	0.73
1 17	0.76
1 18	0.79
1 19	0.82
1 20	0.85
1 21	0.88
1 22	0.91
1 23	0.94
1 24	0.97
1 25	1.00
1 26	1.03
1 27	1.06
1 28	1.09
1 29	1.12
1 30	1.15
1 31	1.18
1 32	1.21
1 33	1.24
1 34	1.27
1 35	1.30
1 36	1.33
1 37	1.36
1 38	1.39
1 39	1.42
1 40	1.45
1 41	1.48
1 42	1.51
1 43	1.54
1 44	1.57
1 45	1.60
1 46	1.63
1 47	1.66
1 48	1.69
1 49	1.72
1 50	1.75
1 51	1.78
1 52	1.81
1 53	1.84
1 54	1.87
1 55	1.90
1 56	1.93
1 57	1.96
1 58	1.99
1 59	2.02
1 60	2.05
1 61	2.08
1 62	2.11
1 63	2.14
1 64	2.17
1 65	2.20
1 66	2.23
1 67	2.26
1 68	2.29
1 69	2.32
1 70	2.35
1 71	2.38
1 72	2.41
1 73	2.44
1 74	2.47
1 75	2.50
1 76	2.53
1 77	2.56
1 78	2.59
1 79	2.62
1 80	2.65
1 81	2.68
1 82	2.71
1 83	2.74
1 84	2.77
1 85	2.80
1 86	2.83
1 87	2.86
1 88	2.89
1 89	2.92
1 90	2.95
1 91	2.98
1 92	3.01
1 93	3.04
1 94	3.07
1 95	3.10
1 96	3.13
1 97	3.16
1 98	3.19
1 99	3.22
1 100	3.25
1 101	3.28
1 102	3.31
1 103	3.34
1 104	3.37
1 105	3.40
1 106	3.43
1 107	3.46
1 108	3.49
1 109	3.52
1 110	3.55
1 111	3.58
1 112	3.61
1 113	3.64
1 114	3.67
1 115	3.70
1 116	3.73
1 117	3.76
1 118	3.79
1 119	3.82
1 120	3.85
1 121	3.88
1 122	3.91
1 123	3.94
1 124	3.97
1 125	4.00
1 126	4.03
1 127	4.06
1 128	4.09
1 129	4.12
1 130	4.15
1 131	4.18
1 132	4.21
1 133	4.24
1 134	4.27
1 135	4.30
1 136	4.33
1 137	4.36
1 138	4.39
1 139	4.42
1 140	4.45
1 141	4.48
1 142	4.51
1 143	4.54
1 144	4.57
1 145	4.60
1 146	4.63
1 147	4.66
1 148	4.69
1 149	4.72
1 150	4.75
1 151	4.78
1 152	4.81
1 153	4.84
1 154	4.87
1 155	4.90
1 156	4.93
1 157	4.96
1 158	4.99
1 159	5.02
1 160	5.05
1 161	5.08
1 162	5.11
1 163	5.14
1 164	5.17
1 165	5.20
1 166	5.23
1 167	5.26
1 168	5.29
1 169	5.32
1 170	5.35
1 171	5.38
1 172	5.41
1 173	5.44
1 174	5.47
1 175	5.50
1 176	5.53
1 177	5.56
1 178	5.59
1 179	5.62
1 180	5.65
1 181	5.68
1 182	5.71
1 183	5.74
1 184	5.77
1 185	5.80
1 186	5.83
1 187	5.86
1 188	5.89
1 189	5.92
1 190	5.95
1 191	5.98
1 192	6.01
1 193	6.04
1 194	6.07
1 195	6.10
1 196	6.13
1 197	6.16
1 198	6.19
1 199	6.22
1 200	6.25

FEET INCHES	METRES
2 3/4	0.07
6 1/4	0.16
10	0.30
13 3/4	0.39
17 1/2	0.48
21	0.58
24 3/4	0.67
28 1/2	0.76
32	0.85
35 3/4	0.94
39 1/2	1.03
43	1.12
46 3/4	1.21
50 1/2	1.30
54	1.39
57 3/4	1.48
61 1/2	1.57
65	1.66
68 3/4	1.75
72 1/2	1.84
76	1.93
79 3/4	2.02
83 1/2	2.11
87	2.20
90 3/4	2.29
94 1/2	2.38
98	2.47
101 3/4	2.56
105 1/2	2.65
109	2.74
112 3/4	2.83
116 1/2	2.92
120	3.01
123 3/4	3.10
127 1/2	3.19
131	3.28
134 3/4	3.37
138 1/2	3.46
142	3.55
145 3/4	3.64
149 1/2	3.73
153	3.82
156 3/4	3.91
160 1/2	4.00
164	4.09
167 3/4	4.18
171 1/2	4.27
175	4.36
178 3/4	4.45
182 1/2	4.54
186	4.63
189 3/4	4.72
193 1/2	4.81
197	4.90
200 3/4	4.99
204 1/2	5.08
208	5.17
211 3/4	5.26
215 1/2	5.35
219	5.44
222 3/4	5.53
226 1/2	5.62
230	5.71
233 3/4	5.80
237 1/2	5.89
241	5.98
244 3/4	6.07
248 1/2	6.16
252	6.25
255 3/4	6.34
259 1/2	6.43
263	6.52
266 3/4	6.61
270 1/2	6.70
274	6.79
277 3/4	6.88
281 1/2	6.97
285	7.06
288 3/4	7.15
292 1/2	7.24
296	7.33
299 3/4	7.42
303 1/2	7.51
307	7.60
310 3/4	7.69
314 1/2	7.78
318	7.87
321 3/4	7.96
325 1/2	8.05
329	8.14
332 3/4	8.23
336 1/2	8.32
340	8.41
343 3/4	8.50
347 1/2	8.59
351	8.68
354 3/4	8.77
358 1/2	8.86
362	8.95
365 3/4	9.04
369 1/2	9.13
373	9.22
376 3/4	9.31
380 1/2	9.40
384	9.49
387 3/4	9.58
391 1/2	9.67
395	9.76
398 3/4	9.85
402 1/2	9.94
406	10.03
409 3/4	10.12
413 1/2	10.21
417	10.30
420 3/4	10.39
424 1/2	10.48
428	10.57
431 3/4	10.66
435 1/2	10.75
439	10.84
442 3/4	10.93
446 1/2	11.02
450	11.11
453 3/4	11.20
457 1/2	11.29
461	11.38
464 3/4	11.47
468 1/2	11.56
472	11.65
475 3/4	11.74
479 1/2	11.83
483	11.92
486 3/4	12.01
490 1/2	12.10
494	12.19
497 3/4	12.28
501 1/2	12.37
505	12.46
508 3/4	12.55
512 1/2	12.64
516	12.73
519 3/4	12.82
523 1/2	12.91
527	13.00
530 3/4	13.09
534 1/2	13.18
538	13.27
541 3/4	13.36
545 1/2	13.45
549	13.54
552 3/4	13.63
556 1/2	13.72
560	13.81
563 3/4	13.90
567 1/2	13.99
571	14.08
574 3/4	14.17
578 1/2	14.26
582	14.35
585 3/4	14.44
589 1/2	14.53
593	14.62
596 3/4	14.71
600 1/2	14.80
604	14.89
607 3/4	14.98
611 1/2	15.07
615	15.16
618 3/4	15.25
622 1/2	15.34
626	15.43
629 3/4	15.52
633 1/2	15.61
637	15.70
640 3/4	15.79
644 1/2	15.88
648	15.97
651 3/4	16.06
655 1/2	16.15
659	16.24
662 3/4	16.33
666 1/2	16.42
670	16.51
673 3/4	16.60
677 1/2	16.69
681	16.78
684 3/4	16.87
688 1/2	16.96
692	17.05
695 3/4	17.14
699 1/2	17.23
703	17.32
706 3/4	17.41
710 1/2	17.50
714	17.59
717 3/4	17.68
721 1/2	17.77
725	17.86
728 3/4	17.95
732 1/2	18.04
736	18.13
739 3/4	18.22
743 1/2	18.31
747	18.40
750 3/4	18.49
754 1/2	18.58
758	18.67
761 3/4	18.76
765 1/2	18.85
769	18.94
772 3/4	19.03
776 1/2	19.12
780	19.21
783 3/4	19.30
787 1/2	19.39
791	19.48
794 3/4	19.57
798 1/2	19.66
802	19.75
805 3/4	19.84
809 1/2	19.93
813	20.02
816 3/4	20.11
820 1/2	20.20
824	20.29
827 3/4	20.38
831 1/2	20.47
835	20.56
838 3/4	20.65
842 1/2	20.74
846	20.83
849 3/4	20.92
853 1/2	21.01
857	21.10
860 3/4	21.19
864 1/2	21.28
868	21.37
871 3/4	21.46
875 1/2	21.55
879	21.64
882 3/4	21.73
886 1/2	21.82
890	21.91
893 3/4	22.00
897 1/2	22.09
901	22.18
904 3/4	22.27
908 1/2	22.36
912	22.45
915 3/4	22.54
919 1/2	





CUMBERLAND  
CITY COUNCIL

**APPLICANT:** Strictly Conveyancing  
PO Box 3157  
NORTH PARRAMATTA NSW 1750

### **PLANNING CERTIFICATE**

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

---

**Property:** 26 Collins Street PENDLE HILL NSW 2145  
**Title:** Lot 22 DP 14002  
**Land No:** 95077  
**Certificate No:** PC2026/0916  
**Certificate Date:** 19/02/2026  
**Applicant's Ref:** 20254637

16 Memorial Avenue, PO Box 42, Merrylands NSW 2160  
T 02 8757 9000 E [council@cumberland.nsw.gov.au](mailto:council@cumberland.nsw.gov.au) W [cumberland.nsw.gov.au](http://cumberland.nsw.gov.au)  
ABN 22 798 563 329

*Welcome Belong Succeed*

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## SECTION 10.7(2)

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

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### ITEM 1 - Names of relevant planning instruments and DCPs

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

Cumberland Local Environmental Plan 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy (Industry and Employment) 2021  
State Environmental Planning Policy (Planning Systems) 2021  
State Environmental Planning Policy (Primary Production) 2021  
State Environmental Planning Policy (Resilience and Hazards) 2021  
State Environmental Planning Policy (Resource and Energy) 2021  
State Environmental Planning Policy (Transport and Infrastructure) 2021  
State Environmental Planning Policy (Sustainable Buildings) 2022  
State Environmental Planning Policy (Housing) 2021

***The following development control plan apply to the carrying out of development on the land:***

Cumberland Development Control Plan 2021

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

No proposed environmental planning instruments apply

No proposed development control plans apply

**In this item** - proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

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### ITEM 2 - Zoning and land use under relevant planning instruments

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

**Zone R2 Low Density Residential**

**1. Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage residential development that maintains the amenity of the surrounding area.
- To ensure that non-residential land uses are located in a setting that minimises impacts on the amenity of a low-density residential environment.

**2. Permitted without consent**

Home occupations

**3. Permitted with consent**

Bed and breakfast accommodation; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Early education and care facilities; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Hospitals; Hostels; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Seniors housing; Semi-detached dwellings; Tank-based aquaculture; Water recycling facilities

**4. Prohibited**

Any development not specified in item 2 or 3

**(b) Additional permitted uses**

No additional uses apply

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

No fixed minimum land dimensions apply to this land

**(d) Is the land within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?**

The land is not within an area of outstanding biodiversity value (Biodiversity Conservation Act 2016).

**(e) Is the land within a heritage conservation area?**

The land is not within a heritage conservation area

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

There are no heritage items situated on the land

**2. (a) Zoning details in the proposed environmental planning instruments identified in ITEM 1(2) above**

No draft zoning applies to the land

**(b) Additional permitted uses**

No draft additional uses apply

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

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

**(d) Is the land within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?**

The land is not within an area of outstanding biodiversity value (Biodiversity Conservation Act 2016) under a draft environmental planning instrument.

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

The land is not within a draft heritage conservation area

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

There are no draft heritage items situated on the land

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### **ITEM 3 - Contributions plans**

**1. The name of the contributions plan applying to the land is:**

Cumberland Local Infrastructure Contributions Plan 2020

The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.

**2. The name of the draft contributions plan applying to the land is:**

No draft contributions plan applies.

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### **ITEM 4 - Complying Development Exclusions**

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

**Housing Code**

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

**Note:** The land is within former Holroyd City. There is a variation to the Housing code in former Holroyd City land as it is listed in Schedule 3 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Please refer to Schedule 3 - Cumberland/Parramatta (formerly Holroyd City) for further details.

**Rural Housing Code**

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

**Low Rise Housing Diversity Code**

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

**Housing Alterations Code**

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

**General Development Code**

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

**Industrial and Business Alterations Code**

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

**Industrial and Business Buildings Code**

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

**Container Recycling Facilities Code**

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

**Subdivisions Code**

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

**Demolition Code**

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

**Fire Safety Code**

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

**Agritourism and Farm Stay Accommodation Code**

Yes, under the Agritourism and Farm Stay Accommodation Code complying development may be carried out on the land.

**ITEM 5 - Exempt Development Exclusions**

***Is the land, land on which exempt development may be carried out under clauses 1.16(1)(b1) to (d) and 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?***

Yes

**ITEM 6 - Affected building notices and building product rectification orders**

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

No

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

No

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

No

**In this item –**

**affected building notice** has the same meaning as in the Building Products (Safety) Act 2017, Part 4.

**building product rectification** order has the same meaning as in the Building Products (Safety) Act 2017.

**ITEM 7 - Land reserved for acquisition**

*Does an environmental planning instrument, or proposed environmental planning instrument referred to in item 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.*

No

**ITEM 8 – Road widening and road realignment**

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

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

No

**ITEM 9 - Flood related development controls information**

**1. Is development on the land or part of the land located within a flood planning area and subject to flood related development controls.**

No

**2. Is the land or part of the land between the flood planning area and the probable maximum flood (PMF) and subject to flood-related development controls.**

No

**In this item-**

**flood planning area** has the same meaning as in the Flood Risk Management Manual.

**Flood Risk Management Manual** means the Flood Risk Management Manual (ISBN 978-1-923076-17-4) published by the NSW Government in June 2023.

**probable maximum flood** has the same meaning as in the Flood Risk Management Manual.

**ITEM 10 - Council and other public authority policies on hazard risk restrictions**

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

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	No, see below
(vi)	land contamination	No
(vii)	aircraft noise	No
(viii)	salinity	No, see below
(ix)	coastal hazards	No
(x)	sea level rise	No
(xi)	Other Risk	No

**Acid Sulphate Soils:** Council has not adopted a policy on Acid Sulphate Soils, however Acid Sulphate Soils have been mapped (refer to Cumberland Local Environmental Plan 2021 Acid Sulphate Soils Maps). Clause 6.1 of the LEP must be addressed if development is proposed where there are Acid Sulphate Soils.

**Salinity:** Council has not adopted a policy on Salinity, however Salinity have been mapped (refer to Cumberland Local Environmental Plan 2021 Salinity Maps). Clause 6.9 of the LEP states that Salinity must be considered prior to the approval of the development if the land is identified in the Salinity Map.

**(b) Whether or not the land is affected by a policy adopted by another public authority (if the public authority has notified the council that the policy will be included in a planning certificate issued by the council) that restricts the development of the land because of the likelihood of:-**

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	No
(vi)	land contamination	No
(vii)	aircraft noise	No
(viii)	salinity	No
(ix)	coastal hazards	No
(x)	sea level rise	No
(xi)	Other Risk	No

#### ITEM 11 - Bush fire prone land

None of the land is bush fire prone land.

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#### ITEM 12 - Loose – fill asbestos insulation

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

No. Contact NSW Fair Trading for more information.

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#### ITEM 13 - Mine subsidence

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

No

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#### ITEM 14 - Paper subdivision information

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

No

---

#### ITEM 15 - Property vegetation plans

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

No

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#### ITEM 16 - Biodiversity stewardship sites

***Has Council been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016?***

No

**Note** - Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.

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#### ITEM 17 - Biodiversity certified land

***Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016?***

No

**Note** - Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

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**ITEM 18 - Orders under Trees (Disputes Between Neighbours) Act 2006**

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

No

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

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

No

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**ITEM 20 - Western Sydney Aerotropolis**

*State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis does not apply to the land.*

---

**ITEM 21 - Development consent conditions for seniors housing**

***If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, are there any conditions from a development consent (granted after 11 October 2007) in relation to the land that are of the kind set out in clause 88(2) of the Policy.***

Conditions from a development consent (granted after 11 October 2007) are registered on title if they are of a kind set out in clause 88(2) of the State Environmental Planning Policy (Housing) 2021.

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**ITEM 22 - Site compatibility certificates and development consent conditions for affordable rental housing.**

**1. *Is Council aware of a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate in relation to proposed development on the land?***

No

**2. *If of State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, are there any conditions from a development consent in relation to the land that are of the kind set out in clause 21(1) or 40(1) of the Policy.***

Conditions from a development consent are registered on title if they are of a kind set out in clause 22(1) or 40 (1) of the State Environmental Planning Policy (Housing) 2021.

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

Conditions from a development consent are registered on title if they are of a kind set out in clause 17(1) or 38(1) of the State Environmental Planning Policy (Affordable Rental Housing) 2009.

**In this item –**

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

---

**ITEM 23 - Water or sewerage services**

***Are water or sewerage services provided or are to be provided to the land under the Water Industry Competition Act 2006.***

No

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**ITEM 24 - Special entertainment precincts**

***Is land within the special entertainment precincts as per the meaning of the Local Government Act 1993, section 202B.***

No

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**ITEM 25 - Interim development in future infrastructure corridors**

***If State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land, is there a condition from a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.***

State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A does not apply to the land.

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**Matters arising under Section 59(2) of the Contaminated Land Management Act 1997(CLM Act).**

***At the date of this certificate, is the land (or part of the land) to which this certificate relates to:***

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

No

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

No

**(c) *Subject to an approved voluntary management proposal within the meaning of the CLM Act?***

No

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

No

**(e) *Subject to a site audit statement?***

No

**Note:** This information was sourced from the record under section 58 of the Contaminated Land Management Act 1997. If the land does not appear on the record, it may still be affected by contamination. For example: Contamination may be present, but the site has not been regulated by the EPA under the *Contaminated Land Management Act 1997*.

The EPA may be regulating contamination at the site through a license or notice under the Protection of the *Environment Operations Act 1997*.

Contamination at the site may be managed under the *State Environmental Planning Policy No 55-Remediation of Land*.

---

## **GENERAL INFORMATION**

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

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 2 of the Environmental Planning and Assessment Regulation 2021 and is provided only to the extent that the Council has been notified by the Department of Public Works or Department of Planning.

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

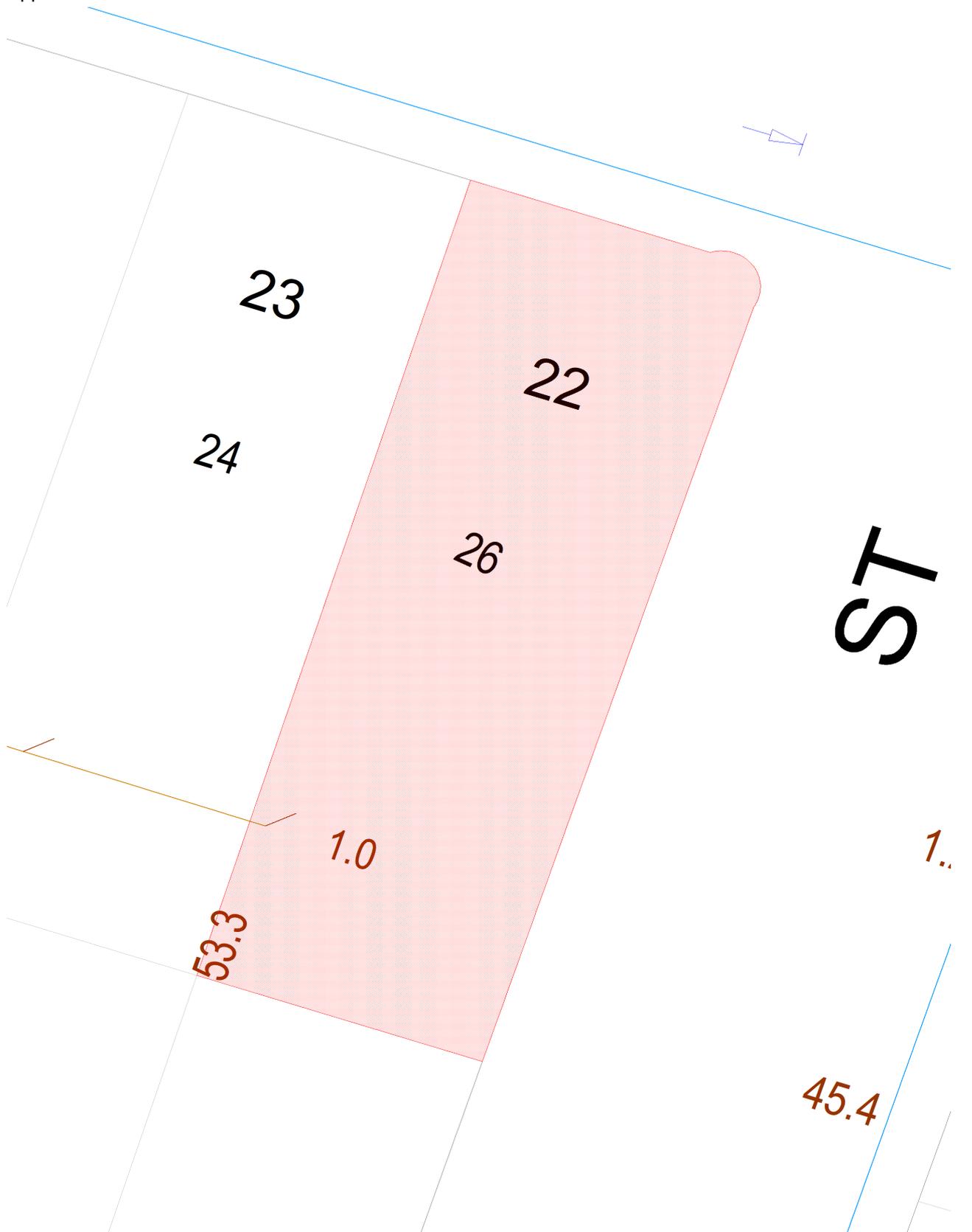
Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning at [http:// www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)

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

---

Peter J. Fitzgerald  
**GENERAL MANAGER**

**Service Location Print**  
Application Number: 8004403631



Document generated at 24-06-2025 11:41:40 AM

**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

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## Pipe Types

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

## Further Information

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

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

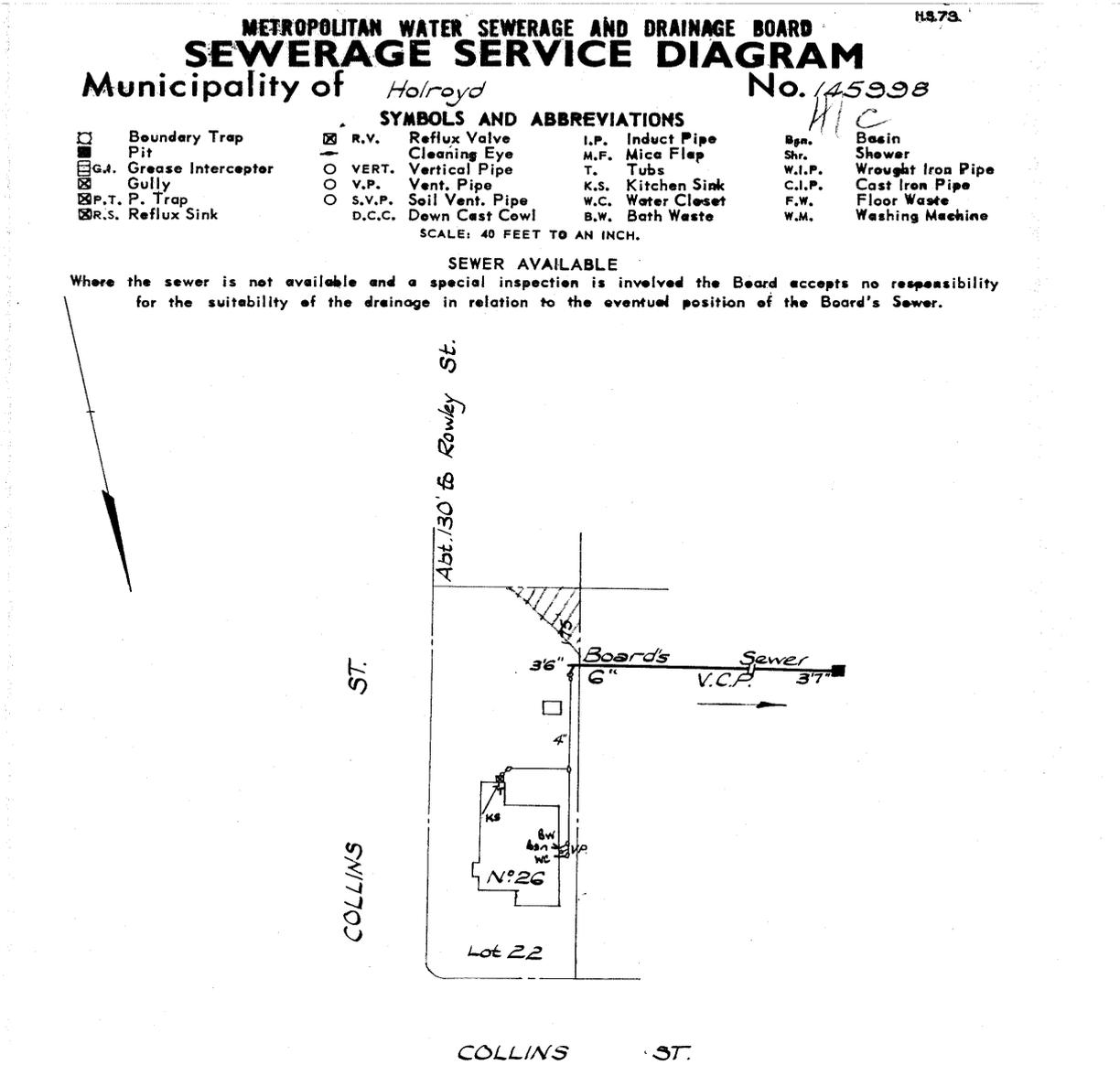
**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

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# Sewer Service Diagram

Application Number: 8004403632



RATE No. .... W.C.s. 1 ..... U.C.s. .... 19 .....

SHEET No. 7982 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING		
..... W.C.	Supervised by	Date	BRANCH OFFICE		Supervised by
..... Bth.	Inspector	...../...../.....	Date	...../...../.....	Date
..... Shr.		...../...../.....	Outfall	.....	Inspector
..... Bsn.	Chief Inspector	...../...../.....	HL	<b>82-873</b> <b>890 424</b>	
..... K.S.		...../...../.....	LL		
..... T.	Tracing Checked	...../...../.....	Drainer		
..... Pig.		...../...../.....	Plumber		
Dge. Int.			Boundary Trap		
Dge. Ext.			is not required		

SS 2

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**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**.