

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Tim Mutton Estate Agents Panania, NSW 2212	Phone: 0417015800
co-agent		
vendor	Inder Pal Singh Sandhu, Harmeet Kaur Sandhu, Sartaj Sandhu and Anika Kaur Chadha 1/102 Beaconsfield street Revesby NSW 2212	
vendor's solicitor	Sidhu Lawyers 30 Rookwood rd, Yagoona NSW 2199	Phone: 0430279054 Email: gsidhu@sidhulawyers.com.au Ref: GSS:GSS:26:1116
date for completion land (address, plan details and title reference)	42nd day after the contract date 4/102 Beaconsfield Street, Revesby NSW 2212 Strata Plan: Lot 4 Strata Plan SP 98872 Folio Identifier: 4/SP98872	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input 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 type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</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>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</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 Lodgment Network (ELN)*** (clause 4) PEXA
-
- Manual transaction** (clause 30) NO yes
(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input 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 type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input 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 the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <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

Independent Unit Management
 Level 1/227 George Street, Liverpool, NSW 2170

Phone: (02) 9822 7800

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, other than an option that is void under the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

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:

<p>Australian Taxation Office County Council Department of Education Department of Planning, Housing and Infrastructure Department of Primary Industries and Regional Development Electricity, gas and telecommunications Homes NSW</p>	<p>Local Council Local Land Services NSW Fair Trading NSW Public Works Owner of adjoining land Privacy Subsidence Advisory NSW Transport agencies Water, sewerage or drainage authority</p>
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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. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.
13. From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

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 served 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>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (15% as at 1 January 2025);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

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

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

2.4 The purchaser can pay any of the deposit by –

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

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

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

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

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

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

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

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

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

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

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

3 Deposit-bond

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

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

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

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

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

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

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

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

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

13 Goods and services tax (GST)

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development contract or management statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 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 whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 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.

102 BEACONSFIELD ST REVESBY NSW 2212

SPECIAL CONDITIONS

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

BETWEEN Inder Pal Singh Sandhu, Harmeet Kaur Sandhu, Sartaj Sandhu and Anika Kaur Chadha of 1/102 Beaconsfield street Revesby NSW 2212 (Vendor)

AND of (Purchaser)

1. Amendment to printed provisions

- a) clause 1, definition of bank:- delete the words "a building society or a credit union";
- b) clause 1, definition of settlement cheque:- delete the second bullet point in its entirety which reads "if authorised in writing by the vendor or the vendor's conveyancer, some other cheque";
- c) Clause 5,6.2, 8.2.2,8.2.3 is deleted.
- d) Clause 7.1.1 is amended by deleting the words "5% of the purchase price" and inserting the word "\$1.00" in substitution.
- e) Clause 7.1.3 is amended by replacing "14" with "5".
- f) Clause 7.2.4 is amended by deleting the words "and the costs of the purchaser".
- g) Clause 8.1.1 is amended by deleting the words "on reasonable grounds".
- h) Clause 8.1.2 is amended by deleting the words "and those grounds".
- i) Clause 10.1 is amended by inserting the words "or objection or delay Completion" between the words "or" and "rescind".
- j) Clause 10.2 is amended by inserting the words "make a claim, objection, requisition, delay completion" between the words "cannot" and "rescind".
- k) Clause 12.2, 14.4.2 is deleted.
- l) Printed Clause 18 is amended by adding the following: Clause
 - i. 18.8 "The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".
- m) Clause 23.9, 23.14, 23.17- Deleted;
- n) Clause 23.13 is amended by replacing the word "vendor" with the word "Purchaser".
- o) Clause 23.6-Delete and replace if a contribution is not a regular periodic contribution(Special Levy) and it is not disclosed in this contract the parties must adjust the Special levy pursuant to clause 14.1 on a daily basis for the period of time that the special levy rates to or if the special levy does not relate to a period of time then the special levy should be adjusted to the same months, quarter or period of time of the regular periodic contribution rate at the date of the special levy. Purchaser is

liable for all the special contributions/Special Levies after the contract date;

- p) Clause 24.3.2, 24.3.3 of the contract is deleted;
- q) Clause 25.3 is amended by inserting the words “and no further updated abstract of title will be provided” at the end of the clause.

2. Inconsistencies between the printed conditions and special conditions

If there is any inconsistency between the printed conditions and special conditions, then these Special Conditions will prevail.

3. Annexures

Subject to Section 52A of the Conveyancing Act, 1919 and the Regulations under that Act the Vendor does not warrant the accuracy or completeness of any documents annexed to this contract.

4. Severability

Each clause, sub-clause and special conditions of this contract is severable from each other clause, subclause and special conditions and the invalidity or unenforceability of any clause, sub-clause or special conditions will not prejudice or affect the validity or enforceability of any other clause, subclause or special conditions.

5. Original documents

- (a) The Purchaser cannot make any objection, requisition or claim or delay completion if the Vendor is unable to hand over on completion of this Contract the original of any documents, copies of which have been annexed to this Contract.
- (b) Clause (a) does not avoid the Vendor's obligation to hand over original title documents.

6. Deposit Less than 10%

- (a) The parties agree that the deposit payable pursuant to this Contract is ten percent (10%) of the purchase price. However, Should the parties agree to accept partial deposit on exchange then the balance of the deposit making up the full ten percent (10%) shall be paid upon the completion date set out in this contract.
- (b) If a partial deposit has been paid by the purchaser and the purchaser is required to forfeit the entire deposit in accordance with Clause 9 of this Contract, the difference between the partial deposit paid and the full deposit amount shall be paid by the purchaser immediately upon demand by the vendor.

7. Release of Deposit

- 7.1 The purchaser hereby authorises and directs the vendor's agent to release such part or all of the deposit to the vendor as is required by the vendor for the following purposes:

-
- (a) ~~to fund the payment of a deposit in relation to the purchase of another property by the vendor or by the vendor and another person including a property in a retirement village; and/or~~
 - (b) ~~to fund the payment of any transfer duty payable by the vendor in relation to the purchase of another property whether it is payable by the vendor or the vendor and another person; and/or~~
 - (c) ~~to fund the cost of relocating to another property, including but not limited to costs in relation to removalists, transportation, storage, rent and/or rental bond; and/or~~
 - (d) to pay the balance of the purchase price at settlement in relation to the vendor's purchase of another property; and/or (e) to discharge any mortgage or encumbrance at settlement.

7.2 With respect to special conditions 7.1(d) and 7.1(e) above, the purchaser acknowledges that the vendor's solicitor does not have a trust account and as such the parties agree that the purchaser's solicitor or conveyancer will either make available their trust account for the purpose of such special conditions or, if they do not have a trust account registered with Pexa, they will create a Pexa source account into which the deposit will be released for the purpose of such special conditions.

7.3 The execution of this contract shall be a full and irrevocable authority to the agent to release the deposit for the above purposes and the agent shall not require any further authority from the purchaser's solicitor or conveyancer for the purpose of this special condition 7.

8. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract. The party who served the notice to complete can withdraw the notice anytime.

The purchaser must pay \$330.00 (inclusive of GST) to the vendor to cover the vendor's legal fees incurred for issued a notice to complete.

Each time a party serves a notice to complete they may:

- (i) at any time prior to its expiry, withdraw the notice by further notice to the other party; and
- (ii) issue a further notice to complete.

9. Furnishing and chattels

- (a) With respect to any furnishing and chattels noted on Page 1 of the printed provisions (Inclusions) and forming part of the property the subject of this Contract, the Vendor has not made and does not make any representation or warranty as to the state of repair or condition of such inclusions.
- (b) The purchaser will accept the Inclusions in their present condition and state of repair and condition, fair wear and tear excepted.

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- (c) Title to the Inclusions will pass on completion of this contract and the Vendor will not be required to give formal delivery.

10. Death or incapacity

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

11. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) the state of repair and condition, availability, or functionality of the inclusions, if any;
- (c) Subject to all defects latent and patent;
- (d) Subject to any infestations and dilapidation;
- (e) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (f) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

12. Land and Improvements

- 12.1 Without limiting the generality of Condition 11 hereof the Purchaser acknowledges having read any Survey Report, if attached to this Contract. The Purchaser will not make any objection, requisition or claim, nor rescind, terminate, delay completion or refuse to complete in respect of or arising out of anything contained therein.
- 12.2 The Purchaser will not require the Vendor to provide any DA and Notice of Determination in respect of any application by a previous owner in respect to the Property. The purchaser must rely on its own investigation into these matters. However, should the Purchaser's enquiries with Council lead to the Council issuing a work order, the Purchaser shall be responsible for compliance thereof including attending to the works required at the Purchaser's own expense and Clause 11.2 will not apply.

12.3 The Purchaser will not make any objection, requisition, claim or rescind, terminate or delay completion due to:

- (a) the absence of any Building Certificate or Occupation Certificate or any such approval issued by Council for the permitted use, purpose of or construction of improvements constructed on the Property; or
- (b) arising out of, or in connection with, any inability or refusal by Council to issue a Building Certificate under Division 6.7 of the Environmental Planning & Assessment Act 1979 in relation to the improvements, or the issue of any such Building Certificate subject to conditions or exceptions.

13. Claims by Purchaser

Notwithstanding the provisions of Conditions 11 and 12 hereof, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Clause 7 and 8 entitling the Vendor to rescind this Contract.

14. Request for Extension of Cooling Off

If a Cooling Off period applies to this Contract then the purchaser acknowledges and agrees to pay the sum of \$275.00 in reimbursement of the Vendor's legal costs for any agreed extension to the cooling off period following the Purchaser's request *provided always* that this clause shall in no way imply any right to an extension or that the Vendor will agree to any extension of the Cooling Off period.

Completion shall be subject to the amounts payable under this clause 14 by the Purchaser having been adjusted at settlement.

15. Settlement Requirements

The purchaser shall not require the vendor prior to settlement to register a Discharge of any Mortgage or withdrawal of any Caveat affecting the subject land but will accept on settlement a properly executed Discharge of any such Mortgage or withdrawal if Caveat as regards the land and property hereby sold together with the appropriate registration fees thereof.

16. Late completion

16.1 If the purchase is not completed on the date appointed herein for settlement or the purchase price or any part thereof is not paid on its due date, the Purchaser shall on completion, in addition to the balance of the purchase money:

- (a) Pay interest on the balance of the purchase price from the said date to either the date of completion or payment of the date of termination (whichever first occurs) at the rate of ten percent (10%) per annum PROVIDED THAT such interest shall not be payable during any period in which the vendor is in default of its obligations under this contract: and

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- (b) Pay to the vendor an amount of \$300.00 (plus GST) as re-imbursement of the Vendor's additional conveyancing expenses occasioned by the delay of the purchaser PROVIDED THAT such reimbursement is not payable if such delay is occasioned solely by the Vendor.

16.2 Any payment provided for in this condition is without prejudiced and in addition to any other legal remedy the Vendor may have by reason of default of the Purchaser.

17. Agent

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

18. Tenancy

In the event the property is sold subject to existing tenancies, then if the tenant vacates the property prior to the completion date, the Vendor will use his best endeavours to secure another tenant at market rent and conditions to commence as soon as possible after the existing tenant has vacated. If a prospective tenant has not entered into a lease before the completion date, then the Purchaser will accept the property as vacant possession and proceed to complete the Contract by the completion date and will not be entitled to raise any objections, requisition or claims for compensation because there is no tenant.

19. After Settlement

Pursuant to clause 14.1 the parties have agreed to make necessary adjustments on completion but if any such adjustment is incorrectly calculated or overlooked, the parties agree to correct such error and, on demand made within twenty-eight (28) days, to make reimburse to the other accordingly after settlement. This clause shall not merge on completion.

20. Section 10.7 Certificate and Sewer Diagram

- a) The purchaser acknowledges that the Section 10.7 Certificates and the Sewer connection diagrams annexed to this contract is that which is currently available from the Council and/or Sydney Water. The Purchaser cannot make a claim, objection or requisition or rescind or terminate or delay completion in respect of the accuracy of the Certificates or diagrams. The provisions of this clause shall not merge on completion of this contract. The Vendor has no obligation to provide the purchaser with updated section 10 certificates or sewer connection diagrams.

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- b) The Purchaser acknowledges that at the date of the contract, a sewage diagram and/or sewer reference sheet showing where the Sydney Water sewer will affect the Lot on completion is not available. The vendor has no obligation to provide such a sewage diagram or sewer reference sheet before or after completion.
 - c) The vendor warrants that all water, sewerage and drainage work required by Sydney Water will be carried out at all times with the approval of Sydney Water. The issue of the Occupation Certificate shall be conclusive evidence that the Vendor has complied with this warranty.
 - d) This clause shall not merge upon completion.

21. No Representations

The purchaser represents and warrants that in entering this contract the purchaser has:

- (a) Not relied upon any representation or warranties about its subject matter by the vendor or its agent except those set out in this contract:
and
- (b) Relied only on the purchaser's own enquires or enquires made on purchaser's behalf which relate to the property.

22. Building Certificate

Notwithstanding clause 11 herein, if, as a consequence of any application by the purchaser for a Building Certificate from the Local Council:

- (a) a work order under any legislation is made after the date of this Contract; or
- (b) the Local Council informs the Purchaser of works to be done before it will issue a Building Certificate;

then the Purchaser is not entitled to make a requisition or claim in respect to such work order or the works required by the Local Council and the Purchaser must comply with such work order and pay the expense of compliance or do the works required at their own expense. Purchaser represents and warrants that in entering this contract the purchaser has.

23. Electronic settlement

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
- (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (e) Settlement takes place when the financial settlement takes place.

-
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
 - (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
 - (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH
-----FOLIO: 4/SP98872

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
26/4/2026	8:52 PM	1	16/11/2021

LAND
-----LOT 4 IN STRATA PLAN 98872
AT REVESBY
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWNFIRST SCHEDULE
-----INDER PAL SINGH SANDHU
HARMEET KAUR SANDHU
SARTAJ SANDHU
ANIKA KAUR CHADHA
AS JOINT TENANTSSECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP98872
- 2 AP730984 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP98872

SEARCH DATE	TIME	EDITION NO	DATE
26/4/2026	8:52 PM	1	16/11/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 98872
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT REVESBY
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN
PARISH OF BANKSTOWN COUNTY OF CUMBERLAND
TITLE DIAGRAM SP98872

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 98872
ADDRESS FOR SERVICE OF DOCUMENTS:
102 BEACONSFIELD STREET
REVESBY
NSW 2212

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE
AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION A HAS BEEN ADOPTED
SMOKE PENETRATION - OPTION A HAS BEEN ADOPTED
- 3 A731062 COVENANT
- 4 AN560573 EASEMENT TO DRAIN WATER 1.2 WIDE APPURTENANT TO THE
LAND AS ABOVE DESCRIBED AFFECTING THE PART SHOWN IN
PLAN WITH AN560573
- 5 AR523638 POSITIVE COVENANT
- 6 AR549415 RESTRICTION(S) ON THE USE OF LAND

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 98872

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 26	2	- 26	3	- 24	4	- 24

NOTATIONS

UNREGISTERED DEALINGS: NIL

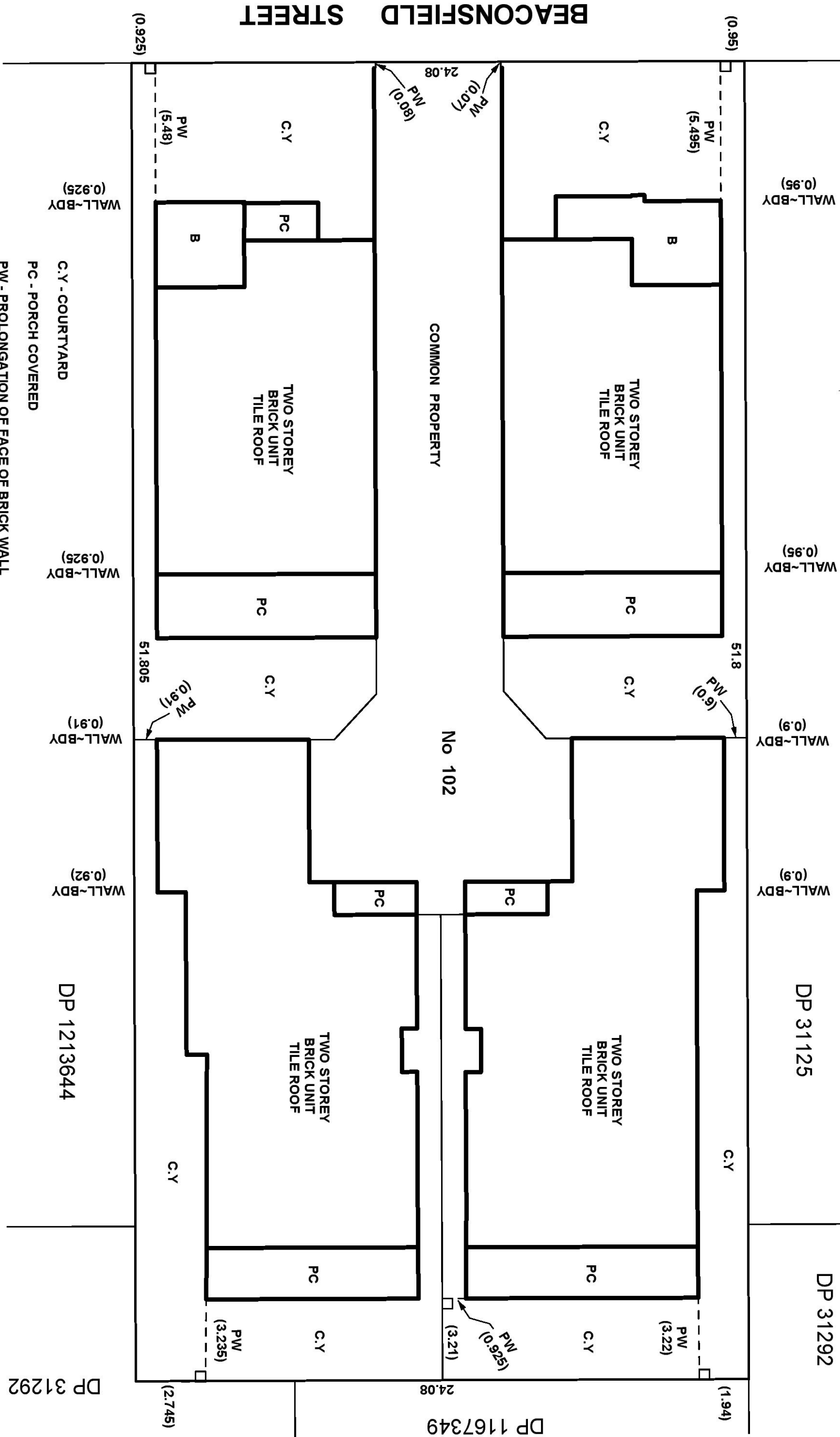
*** END OF SEARCH ***

GSS:26:1116...

PRINTED ON 26/4/2026

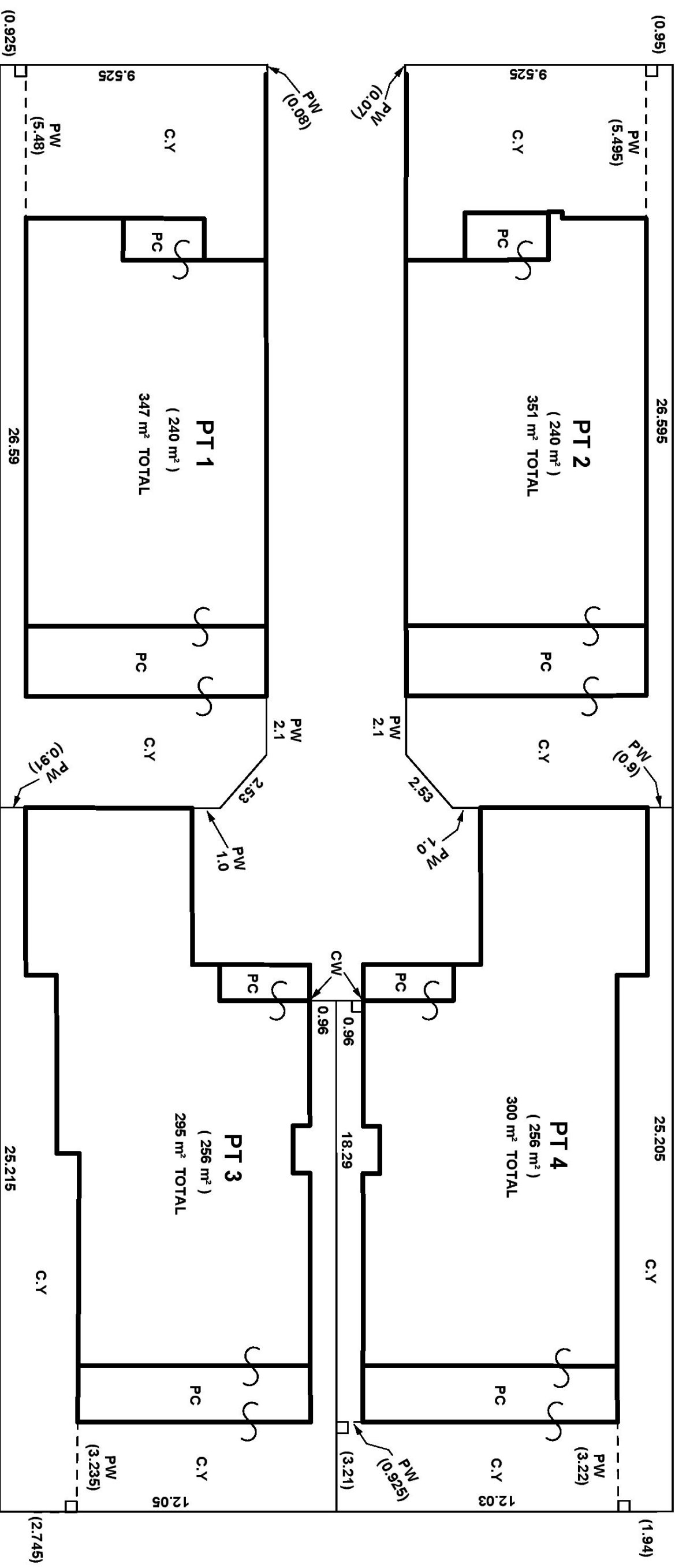


LOCATION PLAN



<p>SURVEYOR Name: John Lowe Date: 10-MARCH-2021 Reference: 99442</p>	<p>PLAN OF SUBDIVISION OF LOT 70 IN DP 1272296</p>	<p>L.G.A.: CANTERBURY - BANKSTOWN Locality: REVESBY Reduction Ratio: 1:150 Lengths are in metres</p>	<p>REGISTERED 16/11/2021</p>	<p>SP98872</p>
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GROUND FLOOR



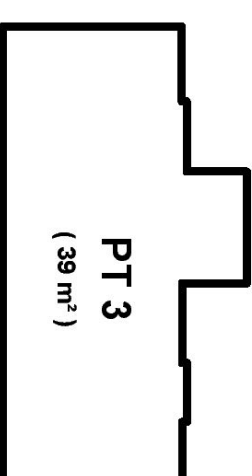
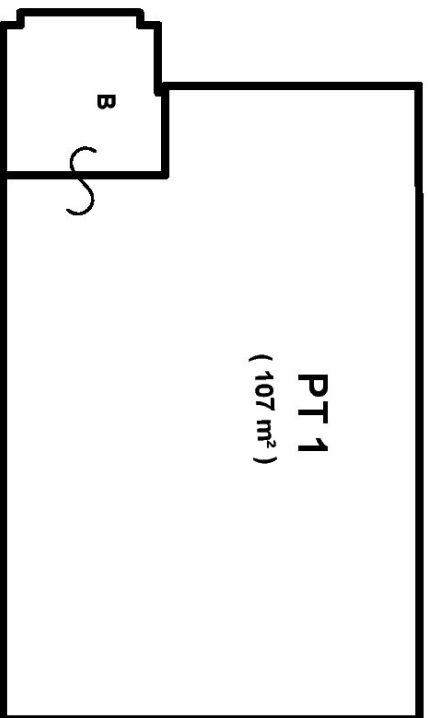
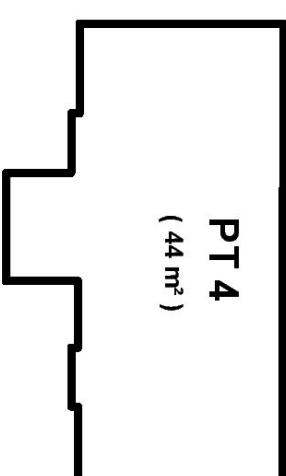
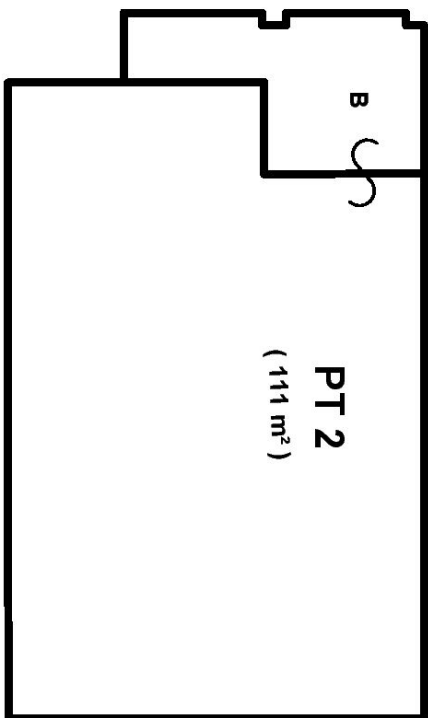
AREAS ARE APPROXIMATE ONLY
FOR THE PURPOSE OF THE STRATA
SCHEMES DEVELOPMENT ACT 2015

PC - PORCH COVERED
PW - PROLONGATION OF FACE OF BRICK WALL
CW - CORNER OF WALL

C.Y. - COURTYARD - THE STRATUM OF THE COURTYARD IS LIMITED TO
15 METRES ABOVE AND 3 METRES BELOW THE
UPPER SURFACE OF THE GROUND FLOOR CONCRETE
SLAB OF THEIR RESPECTIVE UNIT
EXCEPT WHERE COVERED WITHIN THIS LIMIT.


<p>SURVEYOR Name: John Lowe Date: 10-MARCH-2021 Reference: 99442</p>	<p>PLAN OF SUBDIVISION OF LOT 70 IN DP 1272296</p>	<p>L.G.A.: CANTERBURY - BANKSTOWN Locality: REVESBY Reduction Ratio: 1:150 Lengths are in metres</p>	<p>REGISTERED 16/11/2021</p>	<p>SP98872</p>
---	---	--	----------------------------------	-----------------------




FIRST FLOOR




B - BALCONY - THE STRATUM OF THE BALCONY IS LIMITED TO 4 METRES ABOVE THE UPPER SURFACE OF THE BALCONY CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

AREAS ARE APPROXIMATE ONLY FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

<p>SURVEYOR Name: John Lowe Date: 10-MARCH-2021 Reference: 99442</p>	<p>PLAN OF SUBDIVISION OF LOT 70 IN DP 1272296</p>	<p>L.G.A.: CANTERBURY - BANKSTOWN Locality: REVESBY Reduction Ratio: 1:150 Lengths are in metres</p>	<p>REGISTERED  16/11/2021</p>	<p>SP98872</p>
---	---	---	--	-----------------------

SP FORM 3_E (2020)	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)
Office Use Only	Office Use Only	
Registered:  16/11/2021	SP98872	
PLAN OF SUBDIVISION OF: LOT 70 IN DP 1272296	LGA: CANTERBURY-BANKSTOWN Locality: REVESBY Parish: BANKSTOWN County: CUMBERLAND	
This is a FREEHOLD	Strata Scheme	
Address for Service of Documents 102 BEACONSFIELD STREET, REVESBY NSW 2212 <small>Provide an Australian postal address including a postcode</small>	The by-laws adopted for the scheme are: <input checked="" type="radio"/> Model by-laws for residential strata schemes together with: Keeping of animals: Option A <input checked="" type="radio"/> B <input type="radio"/> Smoke penetration: Option A <input checked="" type="radio"/> B <input type="radio"/> (see Schedule 3 Strata Schemes Management Regulation 2016) <input type="radio"/>	
<p style="text-align: center;">Surveyor's Certificate</p> I, JOHN ROBERT LOWE of JOHN LOWE & ASSOCIATES (LIVERPOOL) PTY LTD being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. The building encroaches on: Yes <input type="radio"/> No <input checked="" type="radio"/> Electronic signature affixed by me (JOHN ROBERT LOWE) Signature:  Date: 10-Mar-2021 Surveyor ID: 1504 Surveyor's Reference: 99442	<p style="text-align: center;">Strata Certificate (Registered Certifier)</p> I, <u>ANDREW SYMONDS</u> being a Registered Certifier, Registration number <u>SAC 1837</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 Strata Schemes Development Regulation 2016 and the relevant parts of Section 58 Strata Schemes Development Act 2015. *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) Strata Schemes Development Act 2015 the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 Strata Schemes Development Act 2015. Certificate Reference: <u>16471</u> . Relevant Planning Approval No.: <u>DAS10/2028</u> issued by: <u>CANTERBURY - BANKSTOWN COUNCIL</u> . Signature:  Date: <u>07 JUNE 2021</u> .	
<small>^ Insert the deposited plan number or dealing number of the instrument that created the easement.</small>	<small>* Strike through if inapplicable ^ Insert lot number of proposed utility lots</small>	

Office Use Only	Office Use Only
Registered:  16/11/2021	SP98872

VALUER'S CERTIFICATE

I, *Elie Rouhana..... of .1.Wiley Street, Chippendale NSW,2008..... being a qualified valuer, as defined in the Strata Schemes Development Act 2015 by virtue of having membership with:
 Professional Body: Australian Property Institute.....
 Class of membership: Certified Practicing Valuer.....
 Membership number: 69384.....
 certify that the unit entitlements shown in the schedule herewith were apportioned on01-Apr-2021..... (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Electronic signature affixed by me (*E.Rouhana*)

Signature: _____ Date: 01-Apr-2021
 * Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT (U. E.)

LOT	U. E.	LOT	U. E.	LOT	U. E.	LOT	U. E.	LOT	U. E.
1	26								
2	26								
3	24								
4	24								

Aggregate	100
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SP FORM 3_E (2020)

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Office Use Only

Office Use Only

Registered:



16/11/2021

SP98872

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
1	1/102	102	BEACONSFIELD	STREET	REVESBY
2	2/102	102	BEACONSFIELD	STREET	REVESBY
3	3/102	102	BEACONSFIELD	STREET	REVESBY
4	4/102	102	BEACONSFIELD	STREET	REVESBY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 99442

SP FORM 3_E (2020)

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

Office Use Only

Office Use Only

Registered:



16/11/2021

SP98872

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

COMMONWEALTH BANK OF AUSTRALIA

**EXECUTED by COMMONWEALTH BANK
OF AUSTRALIA TRADING AS BANKWEST
ABN: 48 123 123 124 by it's duly
constituted attorney under power
of attorney no. Book 4636 No. 703**

Dated 7th August 2012 who at the date
hereof had no notice of revocation of such
power of attorney in the presence of:

S Shelley
An Officer of the Bank

Shelley Bodley
Witness name

*4- 300 Murray St
Perth WA 6000*

Ph: 08 93696480

by its attorney:

Signature

Natalie Bridgland

Name

Manager, Group Lending Services

Title

If space is insufficient use additional annexure sheet

Surveyor's Reference: 99442

SP FORM 3_E (2020)

STRATA PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Office Use Only

Office Use Only

Registered:



16/11/2021

SP98872

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Name of the Registered Proprietor : INDER PAL SINGH SANDHU

Signature of the Registered Proprietor:

Name of the Registered Proprietor : HARMEET KAUR SANDHU

Signature of the Registered Proprietor:

Name of the Registered Proprietor : SARTAJ SANDHU

Signature of the Registered Proprietor:

Name of the Registered Proprietor : ANIKA KAUR CHADHA

Signature of the Registered Proprietor:

Surveyor's Reference: 99442

Lodger Details

Lodger Code 501933A
Name BANKSIA LAW
Address L1, SE 3, 2 BLAMEY ST
REVESBY 2212
Lodger Box 1W
Email C.JACOBS@LIVE.COM.AU
Reference 2021-244 IND

Land Registry Document Identification

AR523638

STAMP DUTY:

Positive Covenant (with Registered Interest Holder Consent)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
70/1272296	N	

Interest in Land

MORTGAGE AP730984

Registered Proprietor

INDER PAL SINGH SANDHU
HARMEET KAUR SANDHU
SARTAJ SANDHU
ANIKA KAUR CHADHA

Prescribed Authority

CANTERBURY-BANKSTOWN COUNCIL ABN 45985891846
Local government or body

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Terms and Conditions

See attached Mortgagee's Consent

See attached Supporting evidence

Execution

The Certifier has taken reasonable steps to verify the identity of the relinquishing party or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	INDER PAL SINGH SANDHU
Signer Name	CAROLYNNE JACOBS
Signer Organisation	CAROLYNNE BRENDA JACOBS
Signer Role	PRACTITIONER CERTIFIER
Execution Date	12/10/2021

The Certifier has taken reasonable steps to verify the identity of the relinquishing party or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of HARMEET KAUR SANDHU
Signer Name CAROLYNNE JACOBS
Signer Organisation CAROLYNNE BRENDA JACOBS
Signer Role PRACTITIONER CERTIFIER
Execution Date 12/10/2021

The Certifier has taken reasonable steps to verify the identity of the relinquishing party or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of SARTAJ SANDHU
Signer Name CAROLYNNE JACOBS
Signer Organisation CAROLYNNE BRENDA JACOBS
Signer Role PRACTITIONER CERTIFIER
Execution Date 12/10/2021

The Certifier has taken reasonable steps to verify the identity of the relinquishing party or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of ANIKA KAUR CHADHA
Signer Name CAROLYNNE JACOBS
Signer Organisation CAROLYNNE BRENDA JACOBS
Signer Role PRACTITIONER CERTIFIER
Execution Date 12/10/2021

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of CANTERBURY-BANKSTOWN COUNCIL
Signer Name JOE ANTHONY STRATI
Signer Organisation CANTERBURY-BANKSTOWN COUNCIL
Signer Role EMPLOYEE CERTIFIER
Execution Date 15/10/2021

ANNEXURE A.

102 Beaconsfield Street, Revesby

Lot 69 DP 659201

TO 1272246

Terms of Positive Covenant

UTO 12/2021
11/5/2021

I, Carolynne Jacobs, am
authorised to amend.
11.9.2021

The registered Proprietor covenants as follows, with the Council, in respect to the structure erected on the land described as "On Site Stormwater Detention System" (which expression includes all ancillary gutters, pipes, drains, walls, safety fences, kerb pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) (hereinafter called "the system")

1. The registered proprietor will:
 - (a) Permit stormwater runoff to be temporarily detained by the system;
 - (b) Keep the system clean and free from all silt, rubbish, and debris;
 - (c) Maintain and repair the system so that it functions in a safe and efficient manner;
 - (d) Replace, maintain, repair, alter and renew the whole or parts of the system within the time and in a manner specified in a written notice issued by Council;
 - (e) Carry out the matters referred to in paragraphs (b),(c), and (d) above at the proprietors expense;
 - (f) Not make any alterations to the system or elements thereof without prior consent in writing of Council;
 - (g) Permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of the covenant set forth herein;
 - (h) Comply with the terms of any written notice by the Council in respect to the requirements of this clause within the time stated in the notice.

Inder Pal Singh Sandhu

Harmeet Kaur Sandhu

Sartaj Sandhu

Anika Kaur Chadha

ANNEXURE A.

102 Beaconsfield Street, Revesby
Lot ~~69~~ DP 659201
70 1272296

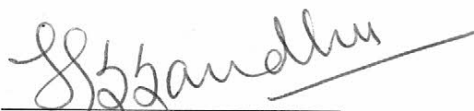
LTO 12/2021
11/5/2021

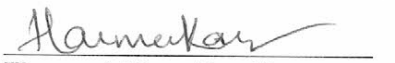
I, Carolyne Jacobs, am
authorised to amend.
11.9.2021


2. In the event the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in clause 1, the Council or its authorised agents may enter with all necessary equipment to carry out the work, and recover from the registered proprietor the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any works under this clause, the Council shall take responsible precautions to ensure that the land is disturbed as little as possible.


In these covenants "Council" means Canterbury – Bankstown Council.

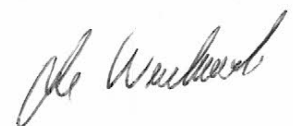
Name Of Authority empowered to release, vary or modify the terms of the Positive Covenant is Canterbury-Bankstown Council.


 Inder Pal Singh Sandhu
 55 Tracey Street, Revesby 2212
 Registered Proprietor


 Harmmeet Kaur Sandhu
 55 Tracey Street, Revesby 2212
 Registered Proprietor


 Sartaj Sandhu
 55 Tracey Street, Revesby 2212
 Registered Proprietor

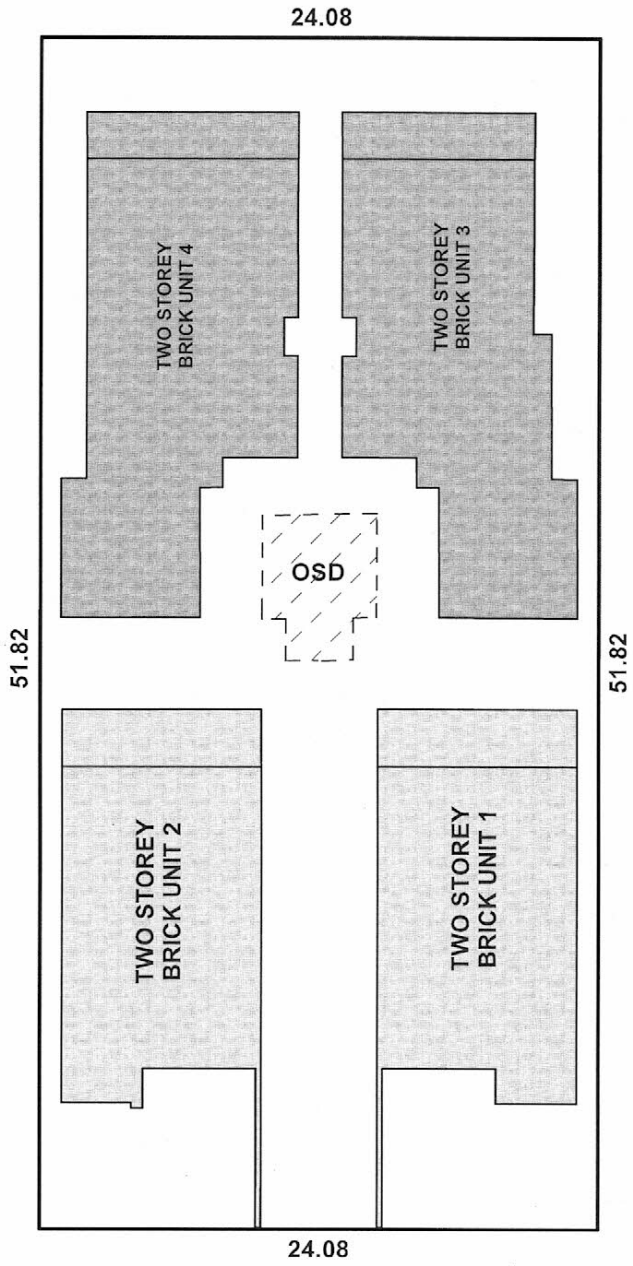

 Anika Kaur Chadha
 55 Tracey Street, Revesby 2212
 Registered Proprietor



ANNEXURE B
102 BEACONSFIELD STREET, REVESBY
LOT 69, DP 659201
70 1272296
POSITIVE COVENANT

LTD 12/2021
11/5/2021

*I, Larhymne Jacobs am authorised
to amend 11/9/2021*



LEGEND:
OSD - ON SITE STORMWATER DETENTION

BEACONSFIELD STREET

John Woodland

I, Carolynne Jacobs, am authorised to amend. 11/9/2021

Form: 13PC
 Release: 3rd

POSITIVE COVENANT
 New South Wales
 Section 88E(3) Conveyancing Act 1919

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any. LTD 12/2021 11/5/2021

(A) **TORRENS TITLE** 69/659201-70/1272296

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any BANKSIA LAW SOLICITORS PO BOX 717, REVESBY NSW 2212 PH 0409 740 715 Reference: 2021-244	CODE PC
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(C) **REGISTERED PROPRIETOR**
 Of the above land
 INDER PAL SINGH SANDHU, HARMEET KAUR SANDHU
 SARTAJ SANDHU, ANIKA KAUR CHADHA

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of Instrument	Name
Mortgage	AP730984	COMMONWEALTH BANK OF AUSTRALIA

(E) **PRESCRIBED AUTHORITY**
 Within the meaning of section 88E(1) of the Conveyancing Act 1919
 CANTERBURY-BANKSTOWN COUNCIL

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A&B hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.
 DATE 3.6.2021

(G) **Execution by the prescribed authority**
 I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: <u>[Signature]</u>	Signature of authorised officer: <u>[Signature]</u>
Name of witness: <u>Autta Alex</u>	Name of authorised officer: <u>Fay Woodward</u>
Address of witness: <u>66-72 Chelmsford Rd, Bulbin NSW 1895</u>	Position of authorised officer: <u>Manager Development</u>

(G) **Execution by the registered proprietor**
 I certify I am an eligible witness and that the registered proprietor signed this dealing in my presence. [See note* below]

Signature of witness: <u>[Signature]</u>	Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor. <u>[Signature]</u>
Name of witness: <u>KRISHAN KUMAR KHANNA</u>	Signature of registered proprietor: <u>[Signature]</u>
Address of witness: <u>4/2 RIVERARK DR, LIVERPOOL, NSW - 2170</u>	<u>[Signature]</u>
	<u>[Signature]</u>

(H) **Consent of the mortgagee**
 The mortgagee under mortgage No. AP730984, agrees to be bound by this positive covenant.
 I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: _____ Signature of mortgagee: _____
 Name of witness: _____
 Address of witness: _____

"REFER ANNEXURE A"

ANNEXURE A.

102 Beaconsfield Street, Revesby

Lot 69 DP 659201

TO 1272246

Terms of Positive Covenant

UTO 12/2021
11/5/2021

I, Carolynne Jacobs, am
authorised to amend.
11.09.2021

The registered Proprietor covenants as follows, with the Council, in respect to the structure erected on the land described as "On Site Stormwater Detention System" (which expression includes all ancillary gutters, pipes, drains, walls, safety fences, kerb pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) (hereinafter called "the system")

1. The registered proprietor will:
 - (a) Permit stormwater runoff to be temporarily detained by the system;
 - (b) Keep the system clean and free from all silt, rubbish, and debris;
 - (c) Maintain and repair the system so that it functions in a safe and efficient manner;
 - (d) Replace, maintain, repair, alter and renew the whole or parts of the system within the time and in a manner specified in a written notice issued by Council;
 - (e) Carry out the matters referred to in paragraphs (b),(c), and (d) above at the proprietors expense;
 - (f) Not make any alterations to the system or elements thereof without prior consent in writing of Council;
 - (g) Permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of the covenant set forth herein;
 - (h) Comply with the terms of any written notice by the Council in respect to the requirements of this clause within the time stated in the notice.

Inder Pal Singh Sandhu

Harmeet Kaur Sandhu

Sartaj Sandhu

Anika Kaur Chadha

ANNEXURE A.

102 Beaconsfield Street, Revesby
Lot ~~69~~ DP 659201
70 1272296

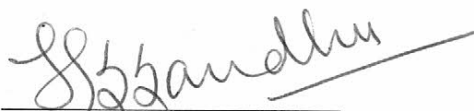
LTO 12/2021
11/5/2021

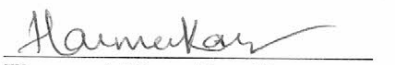
I, Carolyne Jacobs, am
authorised to amend.
11.9.2021


2. In the event the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in clause 1, the Council or its authorised agents may enter with all necessary equipment to carry out the work, and recover from the registered proprietor the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any works under this clause, the Council shall take responsible precautions to ensure that the land is disturbed as little as possible.

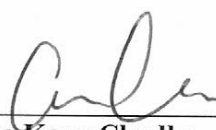
In these covenants "Council" means Canterbury – Bankstown Council.


Name Of Authority empowered to release, vary or modify the terms of the Positive Covenant is Canterbury-Bankstown Council.


 Inder Pal Singh Sandhu
 55 Tracey Street, Revesby 2212
 Registered Proprietor


 Harmmeet Kaur Sandhu
 55 Tracey Street, Revesby 2212
 Registered Proprietor


 Sartaj Sandhu
 55 Tracey Street, Revesby 2212
 Registered Proprietor


 Anika Kaur Chadha
 55 Tracey Street, Revesby 2212
 Registered Proprietor



I, Carolyne Jacobs, am authorised to amend
11.9.2021

ANNEXURE A.

102 Beaconsfield Street, Revesby
Lot ~~69~~ DP 659201
70 1272296

LTN 12/2021
11/5/2021

Execution by Canterbury-Bankstown Council:

Signature *[Signature]*

Signed by me *Ian Woodward* as a delegate of Canterbury- Bankstown Council pursuant to Section 377 of the Local Government Act 1993

Authority of Officer *Manager Development*

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

Witness Signature *[Signature]*

Name of Witness *Aurita Aley*

Address of Witness *66-72 Leland St Gaitheers NSW 885*

EXECUTED by COMMONWEALTH BANK OF AUSTRALIA TRADING AS BANKWEST ABN: 48 123 123 124 by it's duly constituted attorney under power of attorney no. Book 4636 No. 703

Dated 7th August 2012 who at the date hereof had no notice of revocation of such power of attorney in the presence of:

[Signature]
An Officer of the Bank

DAVID LANE
Witness name
300 MURRAY STREET
PERTH WA 6000

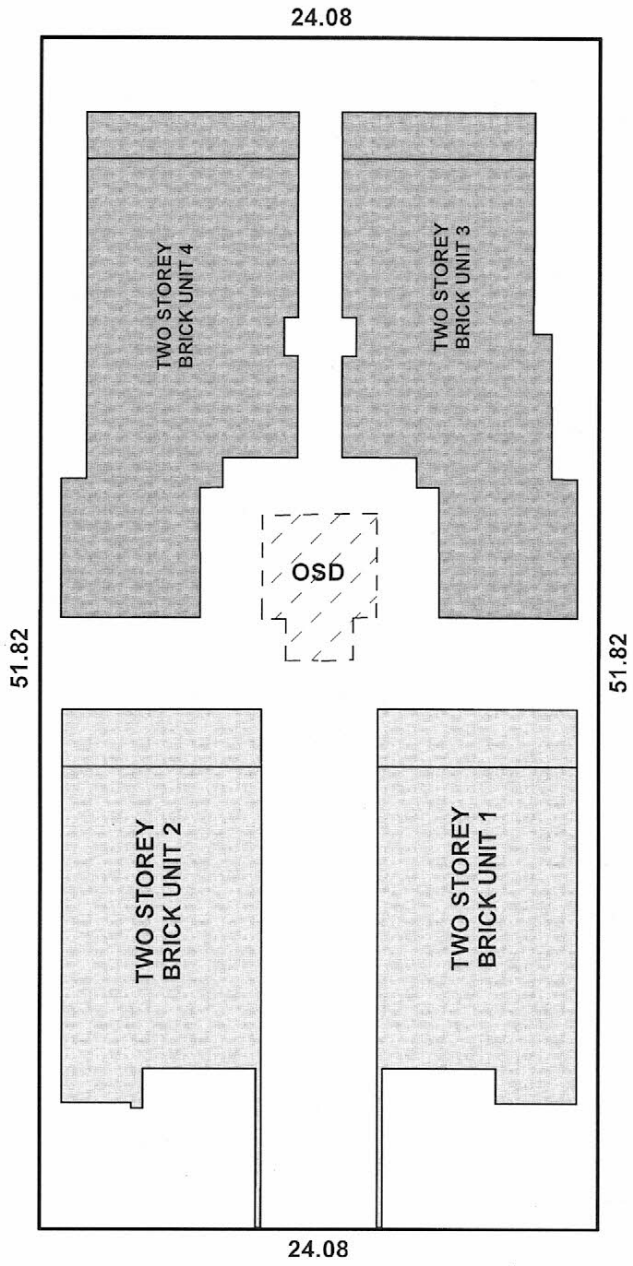
by its attorney:

[Signature]
Signature
Natalie Bridgland
Name Manager, Group Lending Services
Title

ANNEXURE B
102 BEACONSFIELD STREET, REVESBY
LOT 69, DP 659201
70 1272296
POSITIVE COVENANT

LTD 12/2021
11/5/2021

*Larayne Jacobs am authorised
to amend 11/9/2021*



LEGEND:
OSD - ON SITE STORMWATER DETENTION

BEACONSFIELD STREET

Lodger Details

Lodger Code 501933A
Name BANKSIA LAW
Address L1, SE 3, 2 BLAMEY ST
REVESBY 2212
Lodger Box 1W
Email C.JACOBS@LIVE.COM.AU
Reference 2021-244 SAN RE

Land Registry Document Identification

AR549415

STAMP DUTY:

Restriction on the Use of Land by a Prescribed Authority (with Registered Interest Holder Consent)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
70/1272296	N	

Interest in Land

MORTGAGE AP730984

Registered Proprietor

INDER PAL SINGH SANDHU
HARMEET KAUR SANDHU
SARTAJ SANDHU
ANIKA KAUR CHADHA

Prescribed Authority

CANTERBURY-BANKSTOWN COUNCIL ABN 45985891846
Local government or body

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Terms and Conditions
See attached Mortgagee's Consent
See attached Supporting evidence

Execution

The Certifier has taken reasonable steps to verify the identity of the relinquishing party or his, her or its administrator or attorney.
The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
The Certifier has retained the evidence supporting this Registry Instrument or Document.
The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of INDER PAL SINGH SANDHU
Signer Name CAROLYNNE JACOBS
Signer Organisation CAROLYNNE BRENDA JACOBS
Signer Role PRACTITIONER CERTIFIER
Execution Date 22/10/2021

The Certifier has taken reasonable steps to verify the identity of the relinquishing party or his, her or its administrator or attorney.
The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
The Certifier has retained the evidence supporting this Registry Instrument or Document.
The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of HARMEET KAUR SANDHU
Signer Name CAROLYNNE JACOBS
Signer Organisation CAROLYNNE BRENDA JACOBS
Signer Role PRACTITIONER CERTIFIER
Execution Date 22/10/2021

The Certifier has taken reasonable steps to verify the identity of the relinquishing party or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of SARTAJ SANDHU
Signer Name CAROLYNNE JACOBS
Signer Organisation CAROLYNNE BRENDA JACOBS
Signer Role PRACTITIONER CERTIFIER
Execution Date 22/10/2021

The Certifier has taken reasonable steps to verify the identity of the relinquishing party or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of ANIKA KAUR CHADHA
Signer Name CAROLYNNE JACOBS
Signer Organisation CAROLYNNE BRENDA JACOBS
Signer Role PRACTITIONER CERTIFIER
Execution Date 22/10/2021

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of CANTERBURY-BANKSTOWN COUNCIL
Signer Name JOE ANTHONY STRATI
Signer Organisation CANTERBURY-BANKSTOWN COUNCIL
Signer Role EMPLOYEE CERTIFIER
Execution Date 22/10/2021

1, Carolyne Jacobs, am authorised to amend. 11.9.2021

Form: 13RPA
 Release: 3rd

RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

New South Wales

Leave this space clear. Affix additional pages to the top left-hand corner.

Section 88E(3) Conveyancing Act 1919

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any. LTD 12/2021 11/5/2021

(A) **TORRENS TITLE** 69/659201 70/1272296

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any BANKSIA LAW SOLICITORS PO BOX 77, REVESBY NSW 212 PH 0409 740 755 Reference: 2021-244	CODE RV
-------------------------	--	------------------------------

(C) **REGISTERED PROPRIETOR**
 Of the above land SINGH
 INDER PAL SINGH SANDHU, HARMEET KAUR SANDHU
 SARTAJ SANDHU, ANIKA KAUR CHADHA

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
Mortgage	AP730984	COMMONWEALTH BANK OF AUSTRALIA

(E) **PRESCRIBED AUTHORITY**
 Within the meaning of section 88E(1) of the Conveyancing Act 1919
 CANTERBURY-BANKSTOWN COUNCIL

1, Carolyne Jacobs, am authorised to amend. 3.6.2021

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure A&B hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.
DATE 3.6.2021

(G) I certify that an **authorised officer of the prescribed authority** who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: <u>[Signature]</u>	Signature of authorised officer: <u>[Signature]</u>
Name of witness: <u>Amita Aley</u>	Name of authorised officer: <u>Jon Woodward</u>
Address of witness: <u>66-72 Leland Rd Bankstown NSW 1885</u>	Position of authorised officer: <u>Manager Development</u>

I certify I am an eligible witness and that the registered proprietor signed this dealing in my presence.
 [See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor.

- 1) [Signature]
- 2) [Signature]
- 3) [Signature]
- 4) [Signature]

Signature of witness: [Signature]
 Name of witness: KRISHAN KUMAR KHANNA
 Address of witness: 4/2 RIVERPARK DR LIVERPOOL NSW 2170

Signature of registered proprietor: [Signature]

(H) The mortgagee under mortgage No. AP730984 agrees to be bound by this restriction. I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: _____	Signature of mortgagee: _____
Name of witness: _____	"REFER ANNEXURE A"
Address of witness: _____	

1. Carolyne Jacobs, GM authorized to amend. 11.9.2021

ANNEXURE A

102 Beaconsfield Street, Revesby
Lot ~~69~~ DP 659201
TO 12722910

*LTD 12/2021
11/5/2021*

Terms of Restriction on Use of Land:

1. The proprietor of the burdened lot shall not:
 - a) Erect, construct or place any building or other structure
 - b) Make alterations to the ground surface levels, grates, pits, kerbs, tanks, gutters or any other structure associated with the "on-site stormwater detention system" within the land so burdened without the prior written consent of Canterbury-Bankstown Council.
2. Alterations to the system or elements thereof cannot be undertaken without the prior consent in writing of the Council.

Name of the Authority empowered to release, vary or modify the terms of the Restriction on the Use of land is Canterbury-Bankstown Council

Inder Pal Singh Sandhu

Inder Pal Singh Sandhu

Harmeet Kaur Sandhu

Harmeet Kaur Sandhu

Sartaj Sandhu

Sartaj Sandhu

Anika Kaur Chadha

Anika Kaur Chadha

EXECUTED by COMMONWEALTH BANK OF AUSTRALIA TRADING AS BANKWEST
ABN: 48 123 123 124 by its duly constituted attorney under power of attorney no. Book 4636 No. 703

Dated 7th August 2012 who at the date hereof had no notice of revocation of such power of attorney in the presence of:

DAVID LANE

An Officer of the Bank

Witness name
*300 MURRAY STREET
PERTH WA 6000*

by its attorney:

Natalie Bridgland

Signature

.....
Name **Natalie Bridgland**
.....
Title **Manager, Group Lending Services**
.....

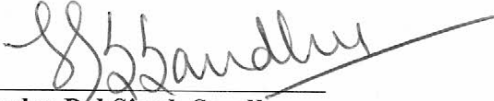
.....
Title
[Signature]

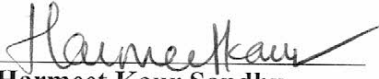
I, Carolyne Jacobs, am authorised
to amend 11.9.2021

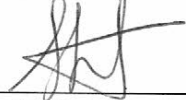
CTD 12/2021
11/5/2021

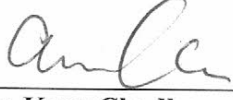
ANNEXURE A

102 Beaconsfield Street, Revesby
Lot ~~69~~ DP ~~659204~~
70 12722916

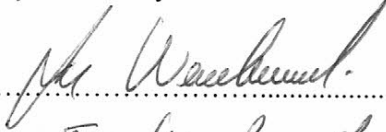

Inder Pal Singh Sandhu
55 Tracey Street, Revesby 2212
Registered Proprietor


Harmeet Kaur Sandhu
55 Tracey Street, Revesby 2212
Registered Proprietor


Sartaj Sandhu
55 Tracey Street, Revesby 2212
Registered Proprietor


Anika Kaur Chadha
55 Tracey Street, Revesby 2212
Registered Proprietor

Execution by Canterbury-Bankstown Council:

Signature 

Signed by me Ian Woodward as a
delegate of Canterbury- Bankstown Council pursuant to Section 377 of the Local
Government Act 1993

Authority of Manager Development
Officer.....

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

Witness
Signature 

Name of Witness Anika Aley

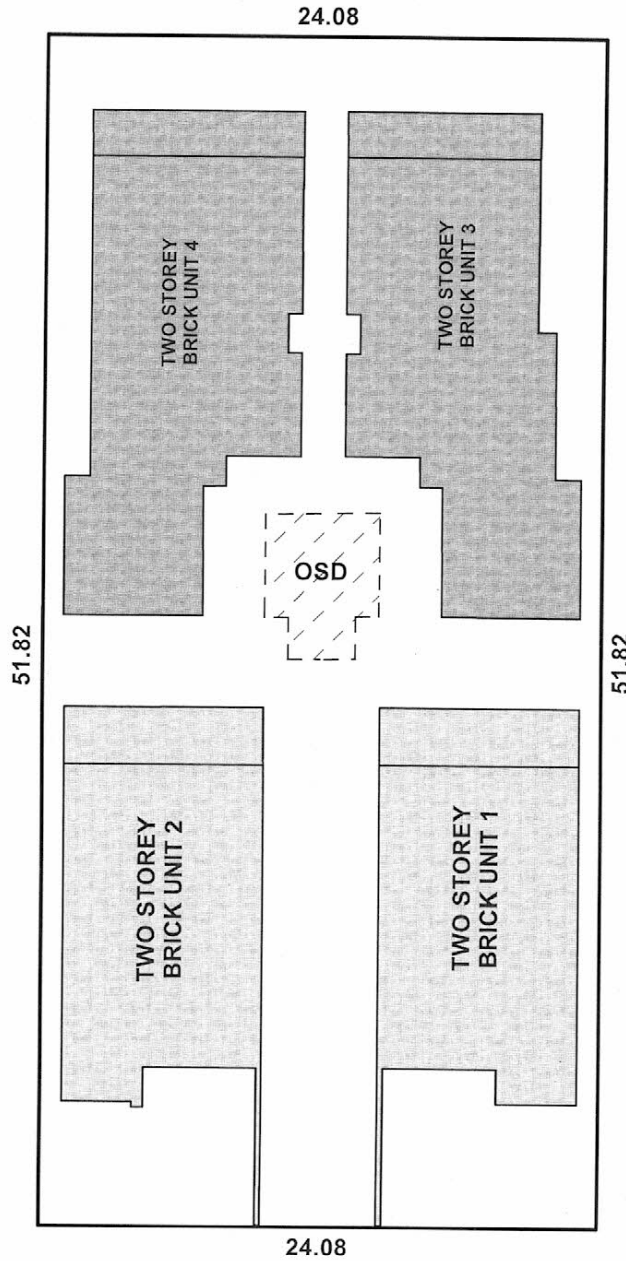
Address of Witness 66-72 Richard Rd Baulkham NSW 1885

ANNEXURE B
102 BEACONSFIELD STREET, REVESBY
LOT 69, DP 659201
TO 1272296

RESTRICTION on the
USE of LAND .

6/10/2021
11/5/2021

*I, Carolyne Jacobs, am authorized
to amend. 11-4-2021*



LEGEND:
OSD - ON SITE STORMWATER DETENTION

BEACONSFIELD STREET



Substitute Dealing
Time 1:30
Date 18/10/18
CSB2 4

TRANSFER GRANTING EASEMENT

AN560573V

New South Wales
Real Property Act 1900

Section 96B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	Servient Tenement 212/1167349	Dominant Tenement 69/659201
-------------------	----------------------------------	--------------------------------

(B) LODGED BY	Document Collection Bo 659M	Name, Address or DX, Telephone, and Customer Account Number if any SCOTT ASHWOOD PTY LTD LLPN: 123482P Ph: 9099 7400	Reference: <u>02989471</u>	CODE TG
---------------	---------------------------------------	--	----------------------------	-------------------

(C) TRANSFEROR
Mailika Sandhu

(D) The transferor acknowledges receipt of the consideration of \$10,000.00 and transfers and grants—

(E) DESCRIPTION OF EASEMENT
An easement to drain water 1.2 wide over Lot 212 DP 1167349 as shown on the plan attached

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) TRANSFEREE
Inder Pal Sing Sandhu, Harmeet Kaur Sandhu, Sartaj Sandhu & Anika Kaur Chadha

DATE

(H) I certify I am an eligible witness and that the transferor signed this dealing in my presence.
[See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness:

Signature of transferor:

Name of witness: RONALD CHIENG

Address of witness: 1026/111 HIGH ST
MASCOT NSW 2020

Certified correct for the purposes of the Real Property Act 1900 on behalf of the transferee by the person whose signature appears below.

Signature:

Signatory's name: Kelly Maree Batey
Signatory's capacity: Solicitor for the Transferee

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.
ALL HANDWRITING MUST BE IN BLOCK CAPITALS. Page 1 of 2

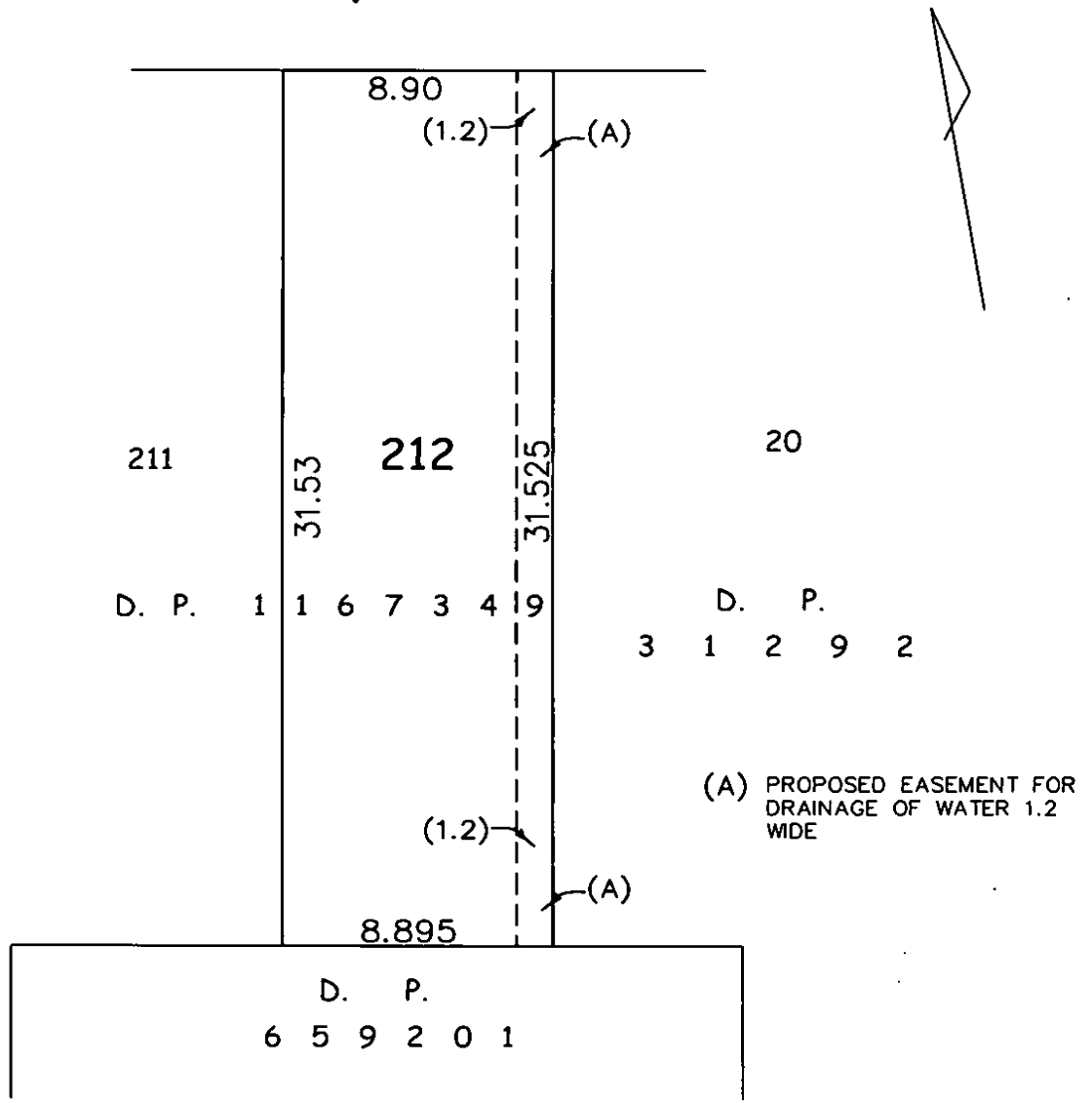
CORR Holder consent CC 54119 by TG by 10/11/18 on 12/9/18 sighted. SM300.

SKETCH

SKETCH SHOWING PROPOSED EASEMENT FOR DRAINAGE OF WATER 1.2 WIDE WITHIN LOT 212 IN DP1167349

REFERENCE No.: 500098
REDUCTION RATIO: 1:250
DATE: 22 MAY 2018

Tracey Street



(A) PROPOSED EASEMENT FOR DRAINAGE OF WATER 1.2 WIDE

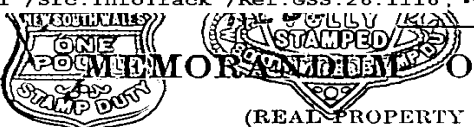
G.V. Hull
REGISTERED SURVEYOR

WE, G.V.HULL & ASSOCIATES, SURVEYORS REGISTERED UNDER THE SURVEYING AND SPATIAL INFORMATION ACT 2002, HEREBY CERTIFY THAT THE SURVEY REPRESENTED IN THIS PLAN WAS MADE BY US IN ACCORDANCE WITH REGULATION 10 OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012.

GV HULL & ASSOCIATES CONSULTING SURVEYORS 18 Blamey Street, Revesby NSW 2212
Ph: (02) 9792 2888 Fax: (02) 9772 2484
ABN 58 002 919 244 Website www.gvhull.com.au Email mail@gvhull.com.au

S. Sandhu *Amir Chadha* *S. SANDHU*

© Office of the Registrar-General /Src:InfoTrack /Ref:GSS:26:1116
Transfer.....
Endorsement.....
Certificate.....
FEE SIMPLE. £ 20621J 20621J



A731062W



N.S.W. REALTY COMPANY LIMITED

A731062

731062

a Name, residence, occupation, or other designation, in full of transferor. being registered as the proprietor of an Estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of **Eighty-two pounds, ten shillings** (£82-10-0) ✓

e Name, residence, occupation, or other designation, in full of transferee. paid to ^{it} me by EDWARD JOHN RIGDEN of Bankstown Brewers Laborer

If a minor, state of what age, and forward certificate of declaration as to date of birth. If a married woman, state name, residence, and occupation of husband. the receipt whereof is hereby acknowledged

f If to two or more, state whether as joint tenants or tenants in common. do hereby transfer to the said Edward John Rigden

g Area in acres, roods or perches. ALL ^{its} Estate and Interest, as such registered proprietor, in ALL THAT piece of land containings Two acres two roods

h Parish or town and county. situate in the Municipality of Bankstown Parish of Bankstown County of Cumberland

i "The whole" or "part," as the case may be. being part of the land comprised in Certificate of Title

j "Crown grant," or "Certificate of Title." dated 7th November 1914 registered volume No. 2530 folio 83

k Strike out if not appropriate. And also in the pieces of land as follows and being Lot Sixty-nine shown on Deposited Plan Number 7866. And the said Edward John Rigden doth hereby for himself his heirs executors administrators and assigns COVENANT ANDAGREE with the said N.S.W. Realty Co. Limited and its assigns that he the said Edward John Rigden his heirs executors administrators and assigns shall fence the land above described when built on AND that no advertisement hoarding shall be erected on the land above described AND it is agreed that the above covenants are appurtenant to the whole of the land comprised in the said Certificate of Title AND that the whole of the land above described is subject to the burden of the said covenants AND FURTHER that the said covenants may be released modified or varied by the Transferrors.]

[Rule up all blanks before signing.]

p See note "c," page 1.
A very short note of
the particulars will
suffice.

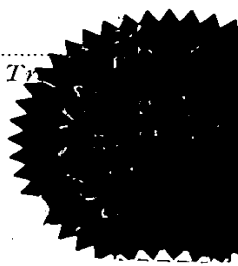
[Rule up all blanks before signing.]

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferrer is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form. This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferrer or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

In witness whereof, I have hereunto subscribed my name, at Sydney _____
the Second day of March in the year
of our Lord one thousand nine hundred and twenty-one.

Signed in my presence by the said
N.S.W. REALTY CO., LTD.
WHO IS PERSONALLY KNOWN TO ME

Signed
THE COMMON SEAL of N.S.W. REALTY CO.)
LIMITED was hereto affixed by James)
Tennet Richard this Eleventh)
day of July 1921 in the presence)
of: Geo. G. Rowe



n Repeat attestation for additional parties if required.

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

o For the signature of the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

E. J. Rigden
.....
Transferee.

EDWARD JOHN RIGDEN
WHO IS PERSONALLY KNOWN TO ME

Thos. Stanley J.P.

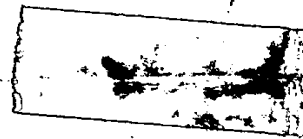
(*The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin.)
N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

ud.

FORM OF DECLARATION BY ATTESTING WITNESS.

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

- q May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits.
- r Not required if the instrument itself be made or acknowledged before one of these parties.
- s Name of witness and residence.
- t Name of Transferrer.
- u Name of Transferrer.
- Registrar-General, Deputy, Notary-Public, J.P., or Commissioner for Affidavits.



Lodged by

(Name) C.A. Pennington
Conveyancer,
(Address) 62 Hunter Street,
SYDNEY.

Pennington
59979

Lot 69
R.P. 7866
Mun St Bankstown


Edward John Rigden
Transferree.

A 731062

Particulars entered in the Register Book, Vol.

2530 Folio 83

the 2nd day of September 1921.
at 1 minutes 12 o'clock
in the after noon.

W. H. Williams
Registrar General
-5 SEP 1921


SENT TO SURVEY BRANCH	5 SEP 1921	INITIALS
RECEIVED FROM RECORDS		
DRAFT WRITTEN	9 SEP 1921	CB
DRAFT EXAMINED	9 9 21	
DIAGRAM COMPLETE	7 9 21	
DIAGRAM EXAMINED	9 9 21	
DRAFT FORWARDED		
RETD TO RECORDS		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED		
30PT. OF ENGROSSERS	15 SEP 1921	DM
DEP. REGISTRAR GENERAL		
VOL. <u>3227</u> FSL. <u>81</u>		

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-
No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
Tenants in common must receive separate Certificates. 20s. will be required for such additional Certificate.
The fees on transfer are 10s., and 20s. for every new Certificate, whether issued to a Transferree or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

GSS:26:1116:170544

Info Track
GPO Box 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

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

Certificate No: 20263114
28 April 2026

Land which Certificate is issued for:

Lot 4 SP 98872

4 / 102 Beaconsfield Street, REVESBY NSW 2212

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

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

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



**CAMILLE LATTOUF
MANAGER CITY STRATEGY AND DESIGN**

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

1 ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

1.1 Relevant Planning Instruments

Canterbury Bankstown Local Environmental Plan 2023

1.2 Relevant Development Control Plans

Canterbury Bankstown Development Control Plan 2023

1.3 State Environmental Planning Policies

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

State Environmental Planning Policies:

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 2: Vegetation in non-rural areas

Chapter 3: Koala habitat protection 2020

Chapter 6: Bushland in urban areas

Chapter 7: Canal estate development

Chapter 10: Sydney Harbour Catchment

Chapter 11: Georges River Catchment

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021

Chapter 3: Advertising and Signage

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2: State and regional development

Chapter 3: Aboriginal Land

Chapter 4: Concurrences and consents

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

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

State Environmental Planning Policy (Precincts - Regional) 2021

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

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 2: Coastal Management

Chapter 3: Hazardous and offensive development

Chapter 4: Remediation of Land

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2: Mining, petroleum production and extractive industries

Chapter 3: Extractive industries in Sydney area

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2: Infrastructure

Chapter 3: Educational establishments and child care facilities

Chapter 4: Major infrastructure corridors

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

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

Draft SEPPs: None applicable

Planning proposals: Not applicable.

2 Zoning and Land Use Under Relevant Planning Instruments

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

2.1 Land Use Zone

Canterbury Bankstown Local Environmental Plan 2023

Date effective from

23 June 2023

Land Use Zone

ZONE R2 LOW DENSITY RESIDENTIAL

1. Permitted without consent

Home occupations

2. Permitted with consent

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

3. Prohibited

Any development not specified in item 1 or 2

2.2 Additional Permitted Uses

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

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

2.3 Minimum Land Dimensions for the Erection of a Dwelling House

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

2.4 Area of Outstanding Biodiversity Value

Not applicable

2.5 Conservation Area and/or Environmental Heritage

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

3 **Contribution Plans**

Canterbury Bankstown Local Infrastructure Contributions Plan 2022

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

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

Housing and Productivity Contribution

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

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

<https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system>

4 **Complying Development**

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

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

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

Fire Safety Code

Yes

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

4.1 Variation of Complying Development Codes

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

5 Exempt Development

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

General Exempt Development Code

Yes

Advertising and Signage Exempt Development Code

Yes

Temporary Uses and Structures Exempt Development Code

Yes

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

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

6 Affected Building Notices and Building Product Rectification Orders

Not applicable

7 Land Reserved for Acquisition

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

8 Road Widening and Road Realignment

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

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

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

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

9 Flooding

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

10 Council and Other Public Authority Policies on Hazard Risk Restrictions

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

Land Slip

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

Tidal Inundation

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

Subsidence

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

Acid Sulfate Soils

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

Contamination

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

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

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

Salinity

Not applicable

Coastal Hazards

Not applicable

Sea Level Rise

Not applicable

Unhealthy Building Land

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

Any Other Risk (including Aircraft Noise)

Not applicable

11 Bush Fire Prone Land

Not applicable

- 12 Loose-Fill Asbestos Ceiling Insulation**
Not applicable
- 13 Mine Subsidence**
The subject land is not within a mine subsidence district within the meaning of Section 20 of the *Coal Mine Subsidence Compensation Act 2017*.
- 14 Paper Subdivision Information**
Not applicable
- 15 Property Vegetation Plans**
Not applicable
- 16 Biodiversity Stewardship Sites**
Not applicable
- 17 Biodiversity Certified Land**
Not applicable
- 18 Orders Under Trees (Disputes Between Neighbours) Act 2006**
Not applicable
- 19 Annual Charges Under Local Government Act 1993 For Coastal Protection Services That Relate to Existing Coastal Protection Works**
Not applicable
- 20 Western Sydney Aerotropolis**
Not applicable
- 21 Development Consent Conditions for Seniors Housing**
Not applicable
- 22 Site Compatibility Certificates and Development Consent Conditions For Affordable Rental Housing**
Not applicable
- 23 Water or sewerage services**
Council has not received a notice from a public water utility that water or sewerage services are, or are to be, provided to the land under the [Water Industry Competition Act 2006](#), a statement to that effect.
- Note— A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the [Water Industry Competition Act 2006](#), a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the [Water Industry Competition Act 2006](#) is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the [Water Industry Competition Act 2006](#) become the responsibility of the purchaser.*
- 24 Special entertainment precincts**
The land or part of the land is not in a special entertainment precinct within the meaning of the [Local Government Act 1993, section 202B](#).
- 25 Interim development in future infrastructure corridors**
Section 4.7A of the [State Environmental Planning Policy \(Transport and Infrastructure\) 2021](#) and/or a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section, does not apply to the land.

27 April 2026

Infotrack Pty Limited

Reference number: 8005205706

Property address: U 4/102 Beaconsfield St Revesby NSW 2212

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

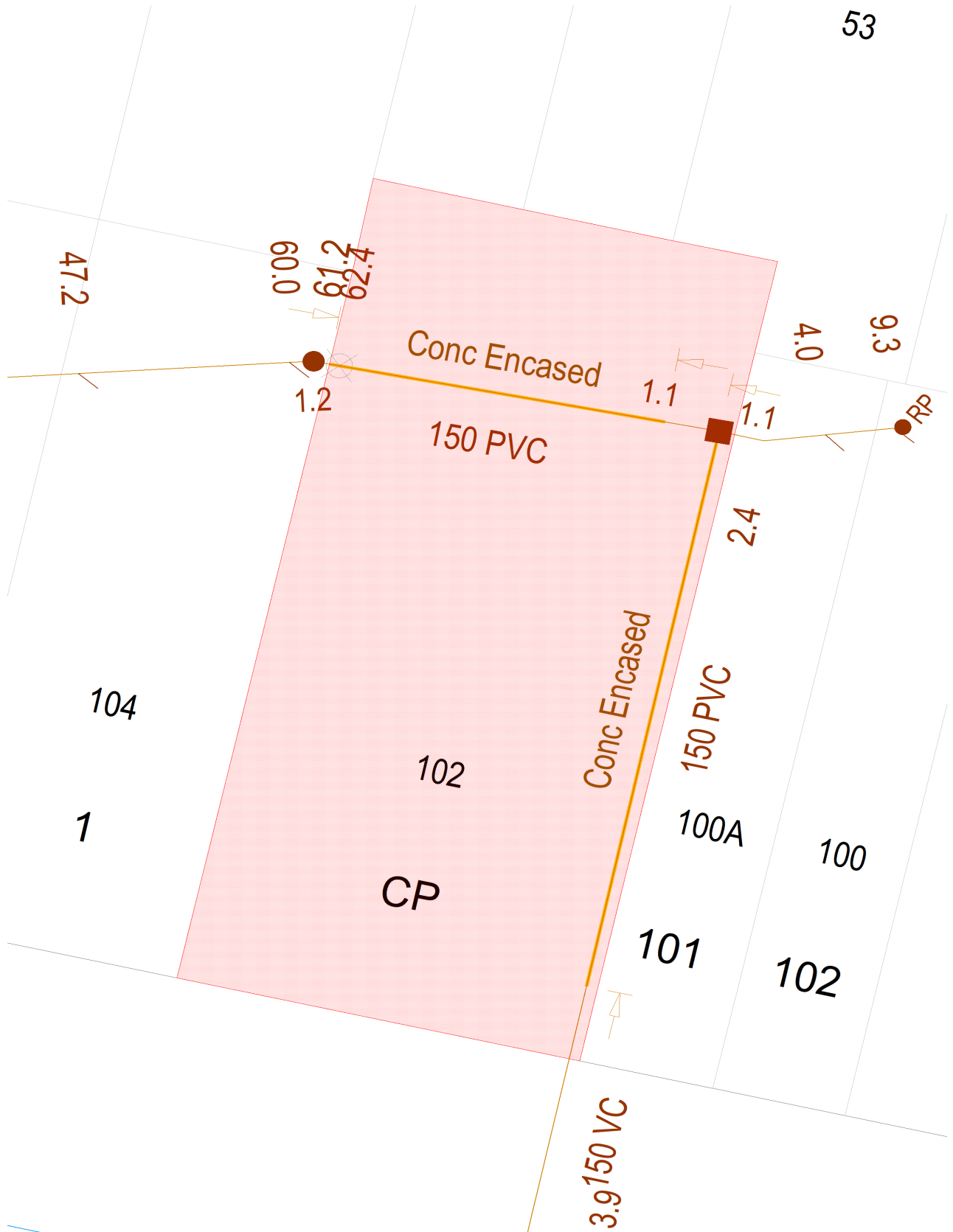
This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

The Sydney Water team

Service Location Print
Application Number: 8005205705



Document generated at 27-04-2026 08:00:53 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

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

Further Information

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

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

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

Disclaimer

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



22 / 67-71 Eton Street
Sutherland NSW 2232
(p): 9545 2483
info@compassapprovals.com.au

Our reference: 200141

10 April 2021

Inder Pal Singh Sandhu
55 Tracey Street
Revesby NSW 2212

Dear Sir/Madam,

Re: 102 Beaconsfield Street, Revesby NSW 2212

Occupation Certificate No.: 200141/01

Thank you for your application for an occupation certificate.

In accordance with s6.9 & s6.10 of the Environmental Planning & Assessment Act 1979, the application for the occupation certificate has been determined.

Please find a copy of the occupation certificate attached.

To satisfy cl.151(2) of the Environmental Planning & Assessment Regulation 2000, a copy of the occupation certificate and the documents relied upon in issuing the occupation certificate have been emailed to the local Council.

I would like to take this opportunity to thank you for using our services. Feel free to contact me should you need to discuss this matter further.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Nick", written over a white background.

Nick Georgopoulos
Accredited Building Certifier
Compass Building Certification Pty Ltd

Certificate in respect of insurance for residential building work

Policy No: HBCF19062465

Policy Date: 19/12/2019

A contract of insurance complying with sections 92 and 96 of the **Home Building Act 1989** (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the **State Insurance and Care Governance Act 2015**.


Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period.
In respect of	New Multiple Dwellings Construction (<= 3 storeys)
Description of construction as advised by builder^	Demolition of existing house, structures. Construction of 4 units as per approved DA consent.
At	Unit 4 102 Beaconsfield Street Revesby New South Wales 2212
Site plan number^	NA
Site plan type^	NA
Homeowner	Mr. Inder Pal Singh Sandhu, Ms. Harmeet Kaur Sandhu, Mr. Sartaj Sandhu and Ms. Anika I
Carried out by	Everlast Homes And Constructions Pty Ltd
Licence number	272472C
Builder job number^	102Beaconsfield
Contract amount^	\$1,518,000.00
Contract date^	28/11/2019
Premium paid	\$43,452.75
Cost of additional products or services under contract	Nil - no additional services.
Price (including GST and Stamp Duty) <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract.</small>	\$52,099.85

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

Certificate No: HBCF19062465-4

Issued on: 19/12/2019



Nathan Agius, General Manager, General Lines Underwriting

Signed on behalf of the insurer

icare HBCF

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.



INDER SANDHU
UNIT 1
102 BEACONSFIELD STREET
REVESBY NSW 2212

Our reference: 7169318343667

Phone: **13 28 66**

23 April 2026

Your foreign resident capital gains withholding clearance certificate

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

Hello INDER,

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

Notice number	2411198389171
Vendor name	INDER SANDHU
Clearance Certificate Period	23 April 2026 to 23 April 2027

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

Yours sincerely,

Emma Rosenzweig

Deputy Commissioner of Taxation

Need help?

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

Contact us

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

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



HARMEET SANDHU
UNIT 1
102 BEACONSFIELD STREET
REVESBY NSW 2212

Our reference: 7169318611151

Phone: **13 28 66**

23 April 2026

Your foreign resident capital gains withholding clearance certificate

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

Hello HARMEET,

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

Notice number	2411198393240
Vendor name	HARMEET SANDHU
Clearance Certificate Period	23 April 2026 to 23 April 2027

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

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

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

Contact us

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

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



SARTAJ SANDHU
173C
KISSING POINT ROAD
TURRAMURRA NSW 2074

Our reference: 7169741132714

Phone: **13 28 66**

6 May 2026

Your foreign resident capital gains withholding clearance certificate

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

Hello SARTAJ,

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

Notice number	2411200228001
Vendor name	SARTAJ SANDHU
Clearance Certificate Period	1 May 2026 to 4 May 2027

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

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

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

Contact us

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

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



ANIKA CHADHA
173C
KISSING POINT ROAD
TURRAMURRA NSW 2074

Our reference: 7170258456077

Phone: **13 28 66**

19 May 2026

Your foreign resident capital gains withholding clearance certificate

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

Hello ANIKA,

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

Notice number	2411204621339
Vendor name	ANIKA CHADHA
Clearance Certificate Period	19 May 2026 to 19 May 2027

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

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

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

Contact us

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

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