

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Simon Property Co Shop G2n 351 Oran Park Drive, Oran Park NSW 2570	phone: (02) 4602 2000 email: phillip@simonpropertyco.au
co-agent		
vendor	MATTHEW GUNTHER BARGMANN & CATHERINE JOYCE MANGION	
vendor's solicitor	Terzon Group Legal Pty Ltd Suite 9 29-31 Solent Circuit Norwest NSW 2153	phone: 0416 249 979 email: pat@terzon.com.au ref: TGL:2025:426
date for completion land (address, plan details and title reference)	42 days after the contract date 11 Lyn Circuit, Jamisontown, NSW 2750 LOT 70 DEPOSITED PLAN 252657 Folio Identifier 70/252657	(clause 15)
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

ChoicesVendor 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**☐ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document that is to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☒ 8 sewerage infrastructure location diagram (service location diagram) ☒ 9 sewer lines location diagram (sewerage service diagram) ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☐ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate	☐ 33 property certificate for strata common property ☐ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract or statement ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development or management contract or statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate under Strata Schemes Management Act 2015 ☐ 57 information certificate under Community Land Management Act 2021 ☐ 58 disclosure statement - off the plan contract ☐ 59 other document relevant to the off the plan contract
Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	Other ☐ 60

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice 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>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served 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 – • 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 served by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

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FURTHER CONDITIONS TO THE CONTRACT FOR SALE AND PURCHASE OF LAND 2022

33. AMENDMENTS TO PRINTED CLAUSES IN CONTRACT

- 33.1. The Standard Conditions are amended as identified in Schedule 3.
- 33.2. This Contract is to be read having regard to the Definitions found at Schedule 1.

34. INTERPRETATION, INVALIDITY ETC.

- 34.1. If there is any conflict between the provisions of these Special Conditions and those contained in the printed conditions of this Contract, these Special Conditions will prevail.
- 34.2. These Special Conditions must be read subject to any rights granted to the Purchaser under any statute or subordinate legislation to the extent that those rights cannot be excluded.
- 34.3. This Contract is to be read having regard to the Rules of Interpretation found at Schedule 2.

35. DEPOSIT

- 35.1. No Liability is to be borne by any party to this Contract or their solicitor in respect of either the Loss of the deposit or the lack of interest earned on the deposit whether as a result of it having been or having not been invested in accordance with Standard Condition 2.
- 35.2. Despite any other provision of this Contract and without prejudice to the other rights of the Vendor, if
 - 35.2.1. the deposit agreed to be paid [or actually paid] by the Purchaser is less than ten per cent (10%) of the purchase price, and
 - 35.2.2. for any reason, the Vendor becomes entitled to forfeit the deposit actually paid, the Purchaser will forthwith pay to the Vendor the difference of ten per cent of the purchase price and the amount actually paid.
- 35.3. The Purchaser hereby agrees to release forthwith to the Vendor the deposit money paid and the Vendor shall not require any further authority for the said release of deposit.

36. DEPOSIT BOND

- 36.1. This clause 36 applies if the Purchaser provides to the Vendor on the date of this Contract, in lieu of payment of the deposit, a Bond which complies with the requirements of this clause 36.
- 36.2. The word "Bond" means the deposit bond issued to the Vendor at the request of the Purchaser by a financial institution approved by the Vendor (Approved Institution) in a form and for an amount acceptable to the Vendor.
- 36.3. Subject to clauses 36.4 and 36.5, the delivery of the Bond on exchange to the person nominated in this Contract to hold the deposit is taken to be payment of the deposit (to the extent of the amount of the Bond) in accordance with this Contract.
- 36.4. The Purchaser must pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted for to the Vendor.

- 36.5. If the Vendor serves on the Purchaser a written notice claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the Approved Institution under the Bond, the Purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this Contract to hold the deposit.
- 36.6. A payment by the Approved Institution under the Bond is taken to be in satisfaction of the Purchaser's obligation to pay the deposit under clause 36.5 to the extent of the payment but does not preclude the Vendor from exercising any other rights that the Vendor may have arising out of the Purchaser's default.
- 36.7. Despite any other provision of this Contract, if:
- 36.7.1. The Bond has an expiry date; and
- 36.7.2. Completion does not occur at least 21 days before the expiry date,
- then no later than 14 days before the expiry date the Purchaser must either:
- 36.7.3. Provide to the Vendor a replacement deposit bond which must:
- 36.7.4. be issued by a financial institution approved by the Vendor; and
- 36.7.5. be on the same terms and for the same amount as the Bond, except that it must have no expiry date or if it has an expiry date that expiry date must not be less than six months after the date of issue of the replacement deposit bond; or
- 36.7.6. Provide to the Vendor payment of the amount of the deposit.
- 36.8. The parties agree that clause 36.7 is an essential term of this Contract and default by the Purchaser under clause 36.7 entitles the Vendor to immediately terminate this Contract without further notice to the Purchaser.

37. COMPLETION AND INTEREST

- 37.1. Completion will take place on or before 2.30pm on the Completion Date at a venue nominated by the Vendor.
- 37.2. If the Purchaser requests completion at a venue other than that nominated by the Vendor, the Purchaser must pay in addition to any other money payable under this Contract a sum of \$220.00 (GST inclusive) on Completion as an agreed cost for Completion to occur at a venue other than that nominated by the Vendor.
- 37.3. If the Purchaser cancels settlement after arrangements have been made, the Purchaser must pay in addition to any other money payable under this Contract a sum of \$165.00 (inclusive of GST) on Completion as an agreed cost arising from the cancellation.
- 37.4. Except where completion is delayed solely as a result of the Vendor's default, if the Purchaser fails to complete this Contract on or before the Completion Date:
- 37.4.1. the Purchaser must pay to the Vendor on completion, in addition to the balance purchase price and any other money payable by the Purchaser to the Vendor under this Contract, interest at a rate equal to 12% per annum from the Completion Date to the date on which completion actually occurs, calculated on daily rests;
- 37.4.1.1. The obligation to pay interest on completion is an essential term of this Contract;

37.4.1.2. Despite any other provision of this Contract to the contrary, adjustments are to be made on the earliest of the date possession is given to the Purchaser, the Completion Date and date of actual completion.

- 37.5. If Completion has not taken place on or before the due date then either party shall be entitled to serve upon the other party a Notice to Complete requiring completion not less than fourteen (14) days after the date of such notice calculated exclusive of the date of service but inclusive of the Completion Date and providing on the last day of notice, a time between 10:00am and 4:00pm.

38. NOTICE TO COMPLETE

- 38.1. If either the Vendor or the Purchaser is entitled to serve a notice to complete on the other both agree that the notice may require completion to take place within any period of not less than 14 days from the date on which the notice is served. Both parties agree that this period is sufficient for the purposes of the notice to complete and service of the notice makes time of the essence of this Contract.
- 38.2. A notice to complete may be revoked at any time before the expiration of the given period without prejudicing a party's right to serve a further notice.
- 38.3. If the Vendor serves a notice to complete, the Purchaser must pay to the Vendor the sum of \$330.00, being a genuine pre-estimate of the Damages payable by the Purchaser for breach in order to reimburse the Vendor for additional legal costs payable by the Vendor in connection with the preparation and service of the notice. It is an essential provision of this Contract that this amount be paid on completion in addition to all other monies required to be paid by the Purchaser under this Contract at that time.

39. PURCHASER'S ACKNOWLEDGEMENT AND WARRANTY

- 39.1. The Purchaser accepts the Property and the Inclusions in its present condition and state of repair on the Contract date, including any wear and tear, any latent or patent defects, infestation, or dilapidation existing either at the Contract date or at Completion and any Contamination or hazardous substances.
- 39.2. The Purchaser waives any existing and future Claims or redress of any kind which it may have against the Vendor because of Contamination or hazardous substances or any other environmental damage to the Property.
- 39.3. The Purchaser will make no requisition, Objection or Claim for compensation and will not be entitled to rescind or terminate or delay Completion, by reason of the Property being affected by:
- 39.3.1. any storm water channels, drains, pipes, mains or other installations on or passing over or under the Property;
 - 39.3.2. any of the fences (including give and take fences) not being on the correct boundary lines, or being the subject of any agreement or any order of any Land Board or Court or other competent authority;
 - 39.3.3. any roads or reservations for roads traversing the Property, including their location area and any discrepancy from their location noted on the title deed or deeds; and
 - 39.3.4. any gates erected across any road traversing the Property.

39.4. The Purchaser acknowledges:

39.4.1. The Vendor Disclosure;

39.4.2. That it cannot make a Claim:

39.4.2.1. in respect of anything concerning the Vendor Disclosure; and

39.4.2.2. in respect of any act or omission of the Vendor in relation to anything required by any Authority;

39.4.3. Any and all interest earned on the investment of the deposit, will be paid to the Vendor.

39.5. The Purchaser acknowledges that:

39.5.1. It has had the opportunity to inspect the Property and this Contract and satisfy itself in all respects about:

39.5.1.1. the Property's title;

39.5.1.2. the state of repair or condition of the Property and the Inclusions;

39.5.1.3. the existence of any water, sewerage, drainage, gas and electricity, telephone or other installations or services (Any Service);

39.5.1.4. the fitness of the Property and Inclusions for any particular purpose;

39.5.1.5. any current or future potential financial return to be derived from the Property;

39.5.1.6. whether or not the current use/s of the property are permitted under planning or other Laws;

39.5.1.7. the boundaries, area and the extent of any encroachments;

39.5.1.8. the existence and nature and extent of any Contamination or hazardous substances; and

39.5.1.9. it will provide an adjustment at Completion for any tax levied on the land at the land's value.

39.5.2. It cannot require the Vendor either before or after Completion to:

39.5.2.1. repair or replace any defect or damage to the Property;

39.5.2.2. remediate or remove any Contamination; or

39.5.2.3. carry out or pay for any works on, or in relation to any part of, the Property.

39.6. Notwithstanding anything to the contrary contained in this Contract, the Purchaser acknowledges that no representations, inducement or warranties have been made by the Vendor or their agent or representatives relating to the present state or condition of the Property or any part of the Property or the use of which it has or may in the future be put by the Purchaser

save as may be expressly contained in this Contract for sale or implied by a Law which cannot be excluded by private contract.

- 39.7. The Purchaser may not make any requisition, Objection or Claim for compensation nor be entitled to rescind or terminate this Contract because of any of the matters referred to in this clause.
- 39.8. Despite anything else in this Contract, the Purchaser:
- 39.8.1. accepts the Property subject to all existing Contamination;
 - 39.8.2. from Completion assumes responsibility for all Costs or Claims arising from the presence of any Contamination;
 - 39.8.3. must comply with all laws concerning the existence and remediation of any Contaminant affecting the Property;
 - 39.8.4. may not make any Objection relating to any Contaminant affecting the Property whether the activity giving rise to the existence of the Contaminant occurred before or after the Contract date;
 - 39.8.5. releases the Vendor from any Claim that the Purchaser has or may have had but for this clause relating to any Cost or Liability arising from or connected with any Contaminant or affecting the Property whether the activity giving rise to the existence of the Contaminant occurred before or after the Contract date; and
 - 39.8.6. indemnifies the Vendor against any Claim arising from or connected with any Contaminant affecting the Property caused by an activity that occurs after Completion.
- 39.9. The Purchaser warrants that in entering into this Contract the Purchaser has not relied on any warranty or representation made by the Vendor or anyone representing the Vendor as to and has obtained appropriate independent advice on and is satisfied about:
- 39.9.1. the nature, quality and condition of the Property;
 - 39.9.2. the suitability for any use or purpose of the Property;
 - 39.9.3. the rights attaching to or affecting the Property; or
 - 39.9.4. Any other matter having or which may have effect beneficial or otherwise on the Property, its value or the yield from the Property.
- 39.10. The Purchaser represents and warrants that:
- 39.10.1. it has not been introduced to the Vendor or the Property directly or indirectly though or by any real estate agent other than the Vendor's Agent;
 - 39.10.2. in the event that the Purchaser is an incorporated entity, the Directors hereby executing this Contract shall be personally liable both jointly and severally as if they had been named herein as Purchasers;
 - 39.10.3. it is entitled to purchase the Property without the approval or consent of the FIRB, or otherwise has obtained consent from the FIRB;

- 39.10.4. it shall not lodge, or cause to be lodged or otherwise registered, any caveat or other instrument with the NSW Land Registry Services in respect of the Property, the Land or any part of the Land;
- 39.10.5. it is not a Prohibited Entity.
- 39.11. The Purchaser cannot make any requisition or Claim or rescind or terminate or delay completion in respect of any of the matters referred to in clause 39 including without limitation:
 - 39.11.1. Any roof or surface water drainage being connected to the sewer; or
 - 39.11.2. the existence or non-existence of any easement or right affecting or benefiting the Property in respect of any service which passes through another Property or any service for another Property which passes through the Property ("service" has the meaning given in clause 10.1.2).
- 39.12. The Vendor makes no warranty or representation about any of the matters relating to the Property described in clause 39.

40. SELLING AGENT

- 40.1. The Purchaser warrants that the Purchaser was not introduced to the Property directly or indirectly by any agent other than the Vendor's Agent (if any) disclosed in this Contract. If the Purchaser has been introduced to the Property directly or indirectly through the service of any other agent, then the Purchaser is solely responsible for that other agent's commission and must indemnify the Vendor against any Claim for commission by that other agent and all costs incurred by the Vendor as a result of any Claim for commission by that other agent.

41. CREDIT

- 41.1. The Purchaser acknowledges that the Vendor has entered into this Contract in reliance on the Purchaser's warranty that:
 - 41.1.1. The Purchaser does not require credit in order to pay for the Property; or
 - 41.1.2. The Purchaser cannot rescind or terminate this Contract by virtue of any non-availability of credit as at the Completion Date or at any other time.

42. ANNEXURES TO CONTRACT

- 42.1. The Vendor makes no warranty, confirmation, or representation as to the correctness or completeness of any of the attachments to the Contract. The Purchaser should rely on its own enquiries.

43. WHOLE AGREEMENT

- 43.1. The parties acknowledge that the terms and conditions set out in this Contract contain the entire agreement as concluded between the parties as at the date of this Contract notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made prior to the execution hereof and the Purchaser expressly acknowledges that it has not been induced to enter this Contract by any representation (verbal or otherwise) made by or on behalf of the Vendor which is not included in this Contract or any schedule or attachments or documents identified in this Contract and initialled by the parties.

44. CAVEAT

- 44.1. The Purchaser may not make any Claim, Objection or requisition or delay completion, rescind or terminate by reason of any caveat registered on the title before or after the date of this Contract that would ordinarily be cancelled pursuant to section 59 of the *Real Property Act 1900*

(NSW) upon registration of a transfer by the Vendor and the Vendor shall not be required to provide a withdrawal of such caveat or caveats or to have such caveat or caveats lapsed on or prior to completion.

45. PROCEEDINGS AGAINST THE VENDOR

45.1. If:

45.1.1. Any proceedings relating to this Contract or any matter arising from it are instituted by or against the Vendor;

45.1.2. Any caveat registered on the title to the Property will not be removed by the register-general on registration of the form of transfer; or

45.1.3. Subject to any other term of this Contract, the Vendor is unable to give possession of the Property to the Purchaser on the Completion Date,

then, in its absolute discretion, the Vendor may serve notice on the Purchaser that completion will be delayed enabling the proceedings to be resolved or disposed of, the caveat lapsed or withdrawn or possession to be obtained by the Vendor, as the case may be.

If completion is so delayed, then:

45.1.4. The Vendor must use reasonable endeavours to resolve the matter causing the delay in completion; and

45.1.5. The Completion Date will be the date 14 days after the Vendor serves notice that it is ready, willing, and able to complete.

45.2. If completion does not occur within 120 days from the date of the Vendor's notice delaying completion, then either party may serve notice rescinding this Contract and in that event the Purchaser will not be entitled to Claim compensation from the Vendor due to the failure to complete on the Completion Date and otherwise the provisions of clause 19 shall apply.

46. FITTINGS

46.1. Fittings means any fittings, furnishings, chattels, plant or equipment not being fixtures and not being the Vendor's fixtures and fittings, located on or about the Property at the Contract Date.

46.2. The Vendor discloses that:

46.2.1. It gives no representation, confirmation or warranty:

46.2.1.1. that it has the power to sell the fittings; or

46.2.1.2. that any fittings will remain on or about the Property at completion.

46.2.2. The Fittings are not included in the sale of the Property; and

46.2.3. It does not Claim or exercise any rights in respect of the fittings.

46.3. The Vendor is not required to remove the Fittings from the Property on completion.

46.4. While the Vendor does not Claim or exercise any rights in respect of the Fittings, it makes no representation or warranty that any of the Fittings will remain on or about the Property at completion.

47. ADDITIONAL RIGHTS OF RESCISSION

- 47.1. If a party (or if that party consists of two or more persons, any of those persons) dies or becomes mentally ill (as defined in the *Mental Health Act 1990* (NSW)) or being a company becomes insolvent or goes into liquidation or if an administrator is appointed to it then the other party may rescind this Contract by giving written notice to the first party.

48. FENCES

- 48.1. The Purchaser may not make a Claim or requisition or delay the completion:
- 48.1.1. If any of the fences on or surrounding the Property are not on the correct boundary; or
 - 48.1.2. As to the nature or state of repair of any fence; or
 - 48.1.3. If there are no fences or if any fence is a give and take fence; or
 - 48.1.4. If a swimming pool, as defined in the *Swimming Pools Act 1992* (NSW), is not fenced as required by law.

49. SWIMMING POOL

- 49.1. If a swimming pool (which expression includes any fencing applicable thereto) forms part of the Property, the Vendor does not warrant that the swimming pool complies with the requirements imposed by the *Swimming Pools Act 1992* (NSW) (in this clause "the Act") and the regulations prescribed under the Act.
- 49.2. If a Compliance Certificate for the swimming pool is not available and only a Non-Compliance Certificate is attached to this Contract for any reason and informs there is work to be done before a Compliance Certificate will issue, the Purchaser must comply with the Notice, remedy the reason, or do the work at his/her expense in accordance with the certificate attached hereto.
- 49.3. The Purchaser cannot make a Claim, Objection, requisition, rescind or terminate the Contract in respect of any Non-Compliance Certificates for the swimming pool or anything disclosed in relation to the swimming pool and/or within this condition.

50. IMPROVEMENTS

- 50.1. The Purchaser may not make a Claim or requisition, delay completion, rescind or terminate concerning the validity of any erected improvements, additions or works performed on the Property which are not identified within any of the documents annexed to this Contract.

51. UNASSESSED RATES OR LAND TAX

- 51.1. The Purchaser may not delay completion of this Contract on the grounds that the Property is subject to a charge for any unassessed rates or land tax at the Completion Date.
- 51.2. The Vendor will endeavour to clear any land tax charge (so long as the amount to be paid on account of land tax can be ascertained by reference to the Property alone) on or before completion.
- 51.3. The Vendor must comply promptly with the Property requirements of the rating or taxing authority in question and pay rates or land tax assessed against the Vendor or the registered proprietor of the Property within the time specified by the assessment notice or notices when issued.
- 51.4. The Vendor's obligations under this clause will be satisfied by the Vendor's payment of its proportion of such rates or land tax calculated pursuant to this Contract and the Purchaser must pay the balance of such rates or land tax.

- 51.5. Rights under this clause continue after completion.

52. GUARANTEE AND INDEMNITY

- 52.1. If the Purchaser is or includes a corporation (other than a corporation listed on the Australian Stock Exchange) then each person who signs this Contract on behalf of that corporation:
- 52.1.1. is personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if that person was the Purchaser under this Contract;
 - 52.1.2. independently and irrevocably give the Purchaser Indemnities and make the Purchaser Warranties;
- 52.2. must procure the execution by at least two directors or shareholders (being persons over the age of 18 years) of the corporation of a deed of guarantee in the form attached to the Contract. The Deed of Guarantee at Schedule 4, duly executed, must be delivered to the Vendor's solicitors within 14 days after the date of this Contract and in this regard, time is of the essence.

53. TRANSFER

- 53.1. If Settlement is not being affected electronically, the Purchaser must provide a completed Transfer to the Vendor's Lawyer no later than ten (10) days before Completion.
- 53.2. If the Purchaser does not provide a completed Transfer to the Vendor's Lawyer in accordance with Special Condition 54.1, then, at the Vendors discretion, the Vendor's Lawyer can attend to the preparation of the Transfer and the Purchaser must pay in addition to any other money payable under this Contract a sum of \$165.00 (GST inclusive) on Completion as an agreed additional cost arising from the late delivery of the Transfer and being a genuine pre-estimate of the Damages payable by the Purchaser in order to reimburse the Vendor for additional legal costs payable by the Vendor in connection with the preparation of the Transfer.
- 53.3. It is an essential provision of this Contract that this amount be paid on completion in addition to all other monies required to be paid by the Purchaser under this Contract at that time.

54. BREACH OF STATUTORY WARRANTY

- 54.1. If the Purchaser discovers that the Vendor has breached any warranty implied by the Conveyancing (Sale of Land) Regulation, the Purchaser must, within 7 days of discovering that breach, notify the Vendor in writing of that breach.
- 54.2. If the Vendor breaches any warranty implied by the Conveyancing (Sale of Land) Regulation, the Vendor may, before completion serve a notice:
- 54.2.1. specifying the breach;
 - 54.2.2. requesting the Purchaser to serve a notice irrevocably waiving the breach (Waiver); and
 - 54.2.3. Indicating that the Vendor intends to rescind this Contract if the Waiver is not served within 14 days of service of the notice.
- 54.3. The Vendor may rescind if:
- 54.3.1. The Vendor serves a notice under paragraph 54.2; and
 - 54.3.2. The Purchaser does not serve the Waiver within the time required under the notice.
 - 54.3.3. If the Purchaser serves the Waiver before the Vendor rescinds under paragraph 54.3, the Vendor is no longer entitled to rescind under paragraph 54.3.

- 54.3.4. The Purchaser has no Claim against the Vendor for breach of any warranty implied by the Conveyancing (Sale of Land) Regulation other than the right of rescission conferred by that Regulation.

55. AUCTION SALES

- 55.1. These Conditions replace 'Auction - Conditions of Sale' on page 3 of the printed Contract.
- 55.2. If the Property is or is intended to be sold at auction:
- 55.2.1. Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulations 2003* (NSW) and Section 68 of the *Property, Stock and Business Agents Act 2002* (NSW).
- 55.2.2. The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
- 55.2.2.1. The principal's reserve price must be given in writing to the auctioneer before the auction commence.
- 55.2.2.2. A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction clearly and precisely the number of bids that may be made by or on behalf of the seller.
- 55.2.3. That the highest bidder is the Purchaser, subject to any reserve price.
- 55.2.4. In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- 55.2.5. The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interest of the seller.
- 55.2.6. A bidder is taken to be a principle unless, before bidding, the bidder has given to the auctioneer a copy of written authority to bid for or on behalf of another person.
- 55.2.7. A bid cannot be made or accepted after the fall of the hammer.
- 55.2.8. As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.
- 55.3. The following conditions, in addition to those prescribed, are prescribed as applicable to and in respect of the sale by auction of residential Property or rural land.
- 55.4. All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- 55.5. One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.

56. GST

- 56.1. The purchase price herein is exclusive of any goods and services tax and the Purchaser must pay to the Vendor on Completion of this Contract in addition to the price the amount of the GST which amount will be deemed to be part of the balance of purchase money due and payable.

57. WARRANTY

58. The Vendor does not make any representations or give any warranty as to the approval by any regulatory or governmental body for the use of or the current legislative compliance of Property the subject of the Contract or the accuracy of any the searches or attachments to the sale

Contract. The Purchaser relies solely on its own due diligence and will not make any Objection, Claim, requisition, delay settlement or seek to terminate or rescind the Contract as a consequence of any of any lack of approval for the use or compliance of the Property with any governmental or regulatory body.

59. CONDITION OF PROPERTY

- 59.1. The Purchaser accepts the Property in its present condition and state of repair. The Purchaser relies solely on its own due diligence at the state of repair of the property, as well as any latent or patent or other defects including any Contamination by any hazardous substance or chemical.
- 59.2. The Purchaser accepts the Property and the Inclusions in its present condition and state of repair on the Contract date, including any wear and tear, any latent or patent or other defects, infestation, or dilapidation existing either at the Contract date or at Completion and any Contamination or hazardous substances.
- 59.3. The Purchaser waives any existing and future Claims or redress of any kind which it may have against the Vendor because of Contamination or hazardous substances or any other environmental damage to the Property.
- 59.4. The Purchaser will make no requisition, Objection or Claim for compensation and will not be entitled to rescind or terminate or delay Completion, by reason of the Property being affected by:
 - 59.4.1. any storm water channels, drains, pipes, mains or other installations on or passing over or under the Property;
 - 59.4.2. any of the fences (including give and take fences) not being on the correct boundary lines, or being the subject of any agreement or any order of any Land Board or Court or other competent authority;
 - 59.4.3. any roads or reservations for roads traversing the Property, including their location area and any discrepancy from their location noted on the title deed or deeds; and
 - 59.4.4. any gates erected across any road traversing the Property.
- 59.5. The Purchaser acknowledges:
 - 59.5.1. The Vendor disclosure;
 - 59.5.2. That it cannot make a Claim:
 - 59.5.2.1. in respect of anything concerning the Vendor disclosure; and
 - 59.5.2.2. in respect of any act or omission of the Vendor in relation to anything required by any Authority;
 - 59.5.3. Any and all interest earned on the investment of the deposit, will be paid to the Vendor.
- 59.6. The Purchaser acknowledges that:
 - 59.6.1. It has had the opportunity to inspect the Property and this Contract and satisfy itself in all respects about:
 - 59.6.1.1. the Property's title;
 - 59.6.1.2. the state of repair or condition of the Property and the Inclusions;

- 59.6.1.3. the existence of any water, sewerage, drainage, gas and electricity, telephone or other installations or Services (Any Service);
 - 59.6.1.4. the fitness of the Property and Inclusions for any particular purpose;
 - 59.6.1.5. any current or future potential financial return to be derived from the Property;
 - 59.6.1.6. whether or not the current use/s of the Property are permitted under planning or other Laws;
 - 59.6.1.7. the boundaries, area and the extent of any encroachments;
 - 59.6.1.8. the existence and nature and extent of any Contamination or hazardous substances; and
 - 59.6.1.9. it will provide an adjustment at Completion for any tax levied on the land at the land's value.
- 59.6.2. It cannot require the Vendor either before or after Completion to:
 - 59.6.2.1. repair or replace any defect or damage to the Property;
 - 59.6.2.2. remediate or remove any Contamination; or
 - 59.6.2.3. carry out or pay for any works on, or in relation to any part of, the Property.
- 59.7. Notwithstanding anything to the contrary contained in this Contract, the Purchaser acknowledges that no representations, inducement or warranties have been made by the Vendor or their agent or representatives relating to the present state or condition of the Property or any part of the Property or the use of which it has or may in the future be put by the Purchaser save as may be expressly contained in this Contract for sale or implied by a Law which cannot be excluded by private Contract.
- 59.8. The Purchaser may not make any requisition, Objection or Claim for compensation nor be entitled to rescind or delay completion or terminate this Contract because of any of the matters referred to in this clause.
- 59.9. Despite anything else in this Contract the Purchaser:
 - 59.9.1. accepts the Property subject to all existing Contamination;
 - 59.9.2. from Completion assumes responsibility for all Costs or Claims arising from the presence of any Contamination;
 - 59.9.3. must comply with all laws concerning the existence and remediation of any Contaminant affecting the Property;
 - 59.9.4. may not make any Objection relating to any Contaminant affecting the Property whether the activity giving rise to the existence of the Contaminant occurred before or after the Contract date;
 - 59.9.5. releases the Vendor from any Claim that the Purchaser has or may have had but for this clause relating to any Cost or Liability arising from or connected with any

Contaminant or affecting the Property whether the activity giving rise to the existence of the Contaminant occurred before or after the Contract date; and

- 59.9.6. indemnifies the Vendor against any Claim arising from or connected with any Contaminant affecting the Property caused by an activity that occurs after Completion.

60. ELECTRONIC SETTLEMENT

- 60.1. The Vendor and Purchaser agree to settle this sale electronically via PEXA in accordance and compliance with the Electronic Conveyancing National Law.
- 60.2. The Vendor and Purchaser will irrevocably instruct their agent or legal representative to register with PEXA and to maintain this registration with PEXA until Completion.
- 60.3. 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.
- 60.4. In the event that Completion does not take place through PEXA as a result of the Purchasers agent or legal representative not being registered with PEXA, or in the event that Completion does not take place through PEXA because the Purchaser is unable or unwilling to complete settlement of this matter electronically, then the Purchaser will pay to the Vendor the sum of \$330.00 (inclusive of GST) on Completion in addition to the Purchase Price.
- 60.5. Settlement is given to have taken place when the financial settlement has been completed and finalised.
- 60.6. Any notice served on either the Vendor or the Purchaser in the electronic workspace must also be served in accordance with the conditions of this Contract relating to service of notices.

61. SANTA CLAUSE

- 61.1. Notwithstanding anything else contained herein to the contrary, if settlement has not taken place by 18 December within the year of settlement, then the due date for settlement as identified within the Contract shall be amended to no earlier than 18 January of the following year unless agreed otherwise by both parties in writing. Neither party shall be deemed to be in default or liable for any penalty for the period between 18 December the year of settlement and 18 January the following year.

62. BUILDING CERTIFICATE

- 62.1. Where applicable, if the Vendor does not supply or currently have a building certificate issued under the *Environmental Planning and Assessment Act 1979* (NSW) for the improvements on the Property, the Purchaser is not entitled to:
- 62.1.1. have the Property inspected for the purposes of obtaining a building certificate or apply for a building certificate before Completion;
- 62.1.2. require the Vendor to apply for or do anything to obtain a building certificate;
- 62.1.3. require the Vendor to comply with local council's requirements for the issue of a building certificate.
- 62.2. Completion of this Contract is not conditional on the Vendor or the Purchaser obtaining a building certificate for the improvements on the Property.

63. FIRB

- 63.1. The Purchaser warrants that the Purchaser has obtained, or that the Purchaser is not required to obtain, any consent or approval from the Commonwealth Treasurer under the *Foreign Acquisitions and Takeovers Act 1976* (Cth) and *Foreign Acquisitions and Takeovers Regulation 1989* (Cth) necessary to purchase the Property.

SCHEDULE 1 – DEFINITIONS

The following words have these meanings unless the contrary intention appears:

Authority	means the Local Council, Principal Certifying Authority, and any government, semi government, statutory public or other authority having jurisdiction over the land or charged with the administration of any applicable law.
Agent	means the Vendor's Agent named on page 1 of this Contract.
Claim	means any claim, objection, requisition, delay in completion, attempted rescission or attempted termination.
Completion Date	means the date on the front page of this Contract.
Contaminant	means any substance the presence of which: 1. is a significant risk of harm to human health or the environment; 2. breaches any Law; 3. hazardous substances including asbestos; or 4. could result in a relevant Authority issuing a work order requiring the substance be remediated or removed from the Property.
Contamination	means the existence of a Contaminant on or affecting the Property.
Contract	means this Contract, which includes the Standard Form, the Special Conditions, and any schedules, exhibits and annexures.
Council	means the relevant local consent Authority.
Damage	means any claim, action, loss, damage, cost, liability, expense or payment.
FIRB	means the Foreign Investment Review Board.
GST	has the meaning given in the GST Law.
GST Law	has the meaning given to that term in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) (as amended) and any regulation made under that GST Act.
Guaranteed Obligations	means the Purchaser's obligations under the Contract.
Guarantor	means each guarantor as identified in this Contract as guarantor.

Inclusions	means the inclusions to be sold as part of the Property and that are described at page 1 of this Contract.
Liability	includes any Cost arising from or in connection with a threatened or actual claim or any other liability, cost, claim, action, allegation, suit, demand, cause of action or proceedings.
Loss	means any loss, damage, penalty, fine, expense or cost.
Objection	means any objection, requisition or Claim, or any refusal to complete this Contract, or any action or attempt to rescind or terminate this Contract, or any action or attempt to delay Completion of this Contract.
Prohibited Entity	means any person or entity which: 1. is a terrorist organisation as defined in Part 5.3 of the <i>Criminal Code Act 1995</i>; 2. is named or otherwise listed by the Minister for Foreign Affairs as a terrorist, or member of a terrorist organisation on the website of the Australian Department of Foreign Affairs and Trade.
Property	Means the property listed and described on page 1 of this Contract.
Services	means all water, drainage, sewerage, gas, electricity and phone services.
Standard Conditions	means the standard clauses of the NSW Law Society Contract for Sale of Land 2022 edition.
Special Conditions	means these conditions.
Vendor's Lawyer	means Terzon Group Legal Pty Ltd of Suite 201/9, 29-31 Solent Circuit, Norwest NSW 2153.

SCHEDULE 2 – RULES OF INTERPRETATION

1. Headings are for convenience only and do not affect interpretation.
2. Words importing the singular number shall include the plural number.
3. Words implying any gender shall include the other gender.
4. Any expression importing a natural person includes a body corporate, partnership, joint venture, association, or any other legal entity.
5. A reference to a person includes a reference to that person's executors, administrators, successors, substitutes (including but not limited to, persons taking by novation) and assigns, including any company, partnership, joint venture, association, corporation or any other body corporate or governmental, semi-governmental, administrative, physical or juridical body, department commission, authority, tribunal, agency or entity.
6. Any provision of this Contract which is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability and is severed.
7. Clause, paragraph or sub clause means a clause, paragraph or sub clause, respectively of this Contract.
8. Unless stated otherwise, one provision does not limit the effect of another.
9. Each clause, sub-clause and Special Conditions of this Contract shall be severable from each other clause, sub-clause and Special Conditions and the invalidity or unenforceability of any clause, sub-clause or Special Conditions for any reason shall not prejudice or in any way affect the validity or enforceability of any other clause, sub-clause or Special Conditions.
10. A reference to a Solicitor includes a party's representative if named in this Contract.
11. A reference to this Contract includes any amendment, novation, supplement, variation or replacement to it from time to time, except to the extent prohibited by this Contract.
12. Any document will be deemed served on the business day on which it is received unless it is received after 5.00pm in which case it will be taken to have been served on the commencement of the next business day.
13. Where a document is served on a day which is not a business day, it will be taken to have been served on the commencement of the next business day.
14. If any Document annexed to this agreement is replaced or added to then the relevant definition thereafter refers to the document as so replaced or added to.
15. The Special Conditions prevail in the event of inconsistency between the Special Conditions and the Standard Clauses.
16. The Contract is governed exclusively by the laws and the Courts of the state of New South Wales.
17. If before the contract is signed by or on behalf of the Purchaser a document or copy of a document, at the request of the Vendor or the Vendor's Solicitor, was attached to this Contract by or on behalf of the Purchaser or the Purchaser's Solicitor, the persons attaching the document or copy did so as agent of the Vendor.

18. The parties authorise their Lawyers to make any changes or alterations necessary to give effect to this Contract.
19. For the purpose of this Contract, the substance of all material contained in any document attached to, or referred to in this Contract is disclosed in this Contract.
20. All provisions of this Contract intended to have application after completion will continue to apply. Those rights and obligations of the parties will not merge upon completion of this Contract.
21. This contract constitutes the entire agreement between the parties concerning the subject matter of the agreement and all previous agreements, undertakings and negotiations on that subject matter cease to have effect.
22. No representations undertakings or conditions have been made, given or stipulated by or on behalf of the Vendor except as they appear in this Contract.

SCHEDULE 3 – AMENDMENTS TO STANDARD CONDITIONS

1. The definition of “work order” is amended by inserting the words “*in writing issued by a competent authority*” after the word “order”;
2. The definition of “deposit holder” is amended to read “*Vendor’s Solicitor*”;
3. Standard Condition 2.2 is amended by deleting the words “*Normally*”;
4. Standard Condition 2.4 is amended by deleting the words “*by giving cash (up to \$2,000) or*”;
5. Standard Condition 2.8 is deleted;
6. Standard Condition 2.9 is amended by inserting the words “*if the deposit is forfeited to the vendor, then all of the interest accrued on the deposit is paid to the vendor*” after the words at the end of the clause;
7. Standard Condition 3 is deleted;
8. Clause 4.3 is deleted and replaced with “*the purchaser must serve a form of transfer naming only the purchaser as transferee*”;
9. Standard Condition 5.2.1 is amended by deleting the words “*property or*”;
10. Standard Condition 5.2.3 is deleted;
11. Standard Condition 6 is deleted;
12. Standard Condition 7 is deleted;
13. Standard Condition 8.1.1 is amended by deleting the words “on reasonable grounds”;
14. Standard Condition 8.2 is deleted;
15. Standard Condition 10.1 is amended by adding the words “*or delay completion*” after “*or terminate*”;
16. The word “substance” was replaced with the word “existence” where appearing in Standard Condition 10.1.8 and 10.1.9;
17. The words “other than on account of the Purchaser’s breach” were inserted immediately after the word “terminated” in Standard Condition 11.2;
18. Standard Condition 13.8 is deleted;
19. Standard Condition 14.4.2 is deleted;
20. Standard Condition 17.3 is deleted;
21. Standard Condition 23.9.1 is amended by replacing the words “1%” with “5%”;
22. Standard Condition 24.3.1 is amended by deleting the words “and audited”;
23. Standard Condition 24.3.2 is deleted;
24. Standard Condition 25 is deleted;

25. Standard Condition 27 is deleted;
26. Standard Condition 28 is deleted; and
27. Standard Condition 29 is deleted.

SCHEDULE 4 – GUARANTEE

1. The Guarantor:
 - 1.1. Unconditionally and irrevocably guarantees to the Vendor:
 - 1.1.1. the payment of all money payable by the Purchaser under this contract; and
 - 1.1.2. the performance of all the Purchaser's obligations under this Contract.
2. Indemnifies the Vendor against Damage incurred by the Vendor in connection with or arising from any breach or default by the purchaser obligations under this contract; and
 - 2.1. must pay on demand any money due to the Vendor under this indemnity;
 - 2.2. is jointly and severally liable with the Purchaser to the Vendor for the Purchaser's performance of its obligations under this contract;
 - 2.3. is jointly and severally liable with the Purchaser for any Loss or damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this contract; and
 - 2.4. must pay the Vendor on written demand all expenses incurred by the Vendor in respect of the Vendor's exercise of any right under this clause.
3. The Guarantor's obligations are not released, discharged or otherwise affected:
 - 3.1. Where the Vendor releases or enters into a composition with the purchaser;
 - 3.2. Where a payment made to the Vendor is later avoided; or
 - 3.3. Where the Vendor assigns or transfers the benefit of this contract.
 - 3.4. By the grant of any time, waiver, covenant not to sue or other indulgence;
 - 3.5. By the release (including the release as a part of a novation) or discharge of any person;
 - 3.6. By an arrangement, composition or compromised entered into by the Vendor, the Purchaser, the Guarantor or any other person;
 - 3.7. By an extinguishment, failure, Loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
 - 3.8. By any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the Vendor by this contract, a statute, a court or otherwise;
 - 3.9. By payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;
 - 3.9.1. By the winding-up of the Purchaser; or
 - 3.9.2. The death of the Guarantor.
4. If there is more than one Guarantor, the obligations and indemnities provided by the Guarantor under this clause, apply jointly and severally to each and every Guarantor.
5. If the Vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the Guarantor's obligations.

SIGNATURE PAGE FOR GUARANTOR

CONTRACT

BETWEEN

(Vendor)

and

(Purchaser)

Property

Dated

Signed by the Guarantor in the presence of:

.....
Witness

.....
Guarantor

.....
Print Name

.....
Print Name

.....
Print Address

.....
Print Address

.....
Witness

.....
Guarantor

.....
Print Name

.....
Print Name

.....
Print Address

.....
Print Address



FOLIO: 70/252657

SEARCH DATE	TIME	EDITION NO	DATE
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11/9/2025	4:10 PM	6	8/9/2018

LAND

LOT 70 IN DEPOSITED PLAN 252657
AT REGENTVILLE
LOCAL GOVERNMENT AREA PENRITH
PARISH OF MULGOA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP252657

FIRST SCHEDULE

MATTHEW GUNTHER BARGMANN
CATHERINE JOYCE MANGION
AS JOINT TENANTS (T AE962414)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP252657 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 3 DP252657 RESTRICTION(S) ON THE USE OF LAND
I421735 VARIATION OF RESTRICTION(S) AS TO USE
- 4 AE962415 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

TGL:2025:426...

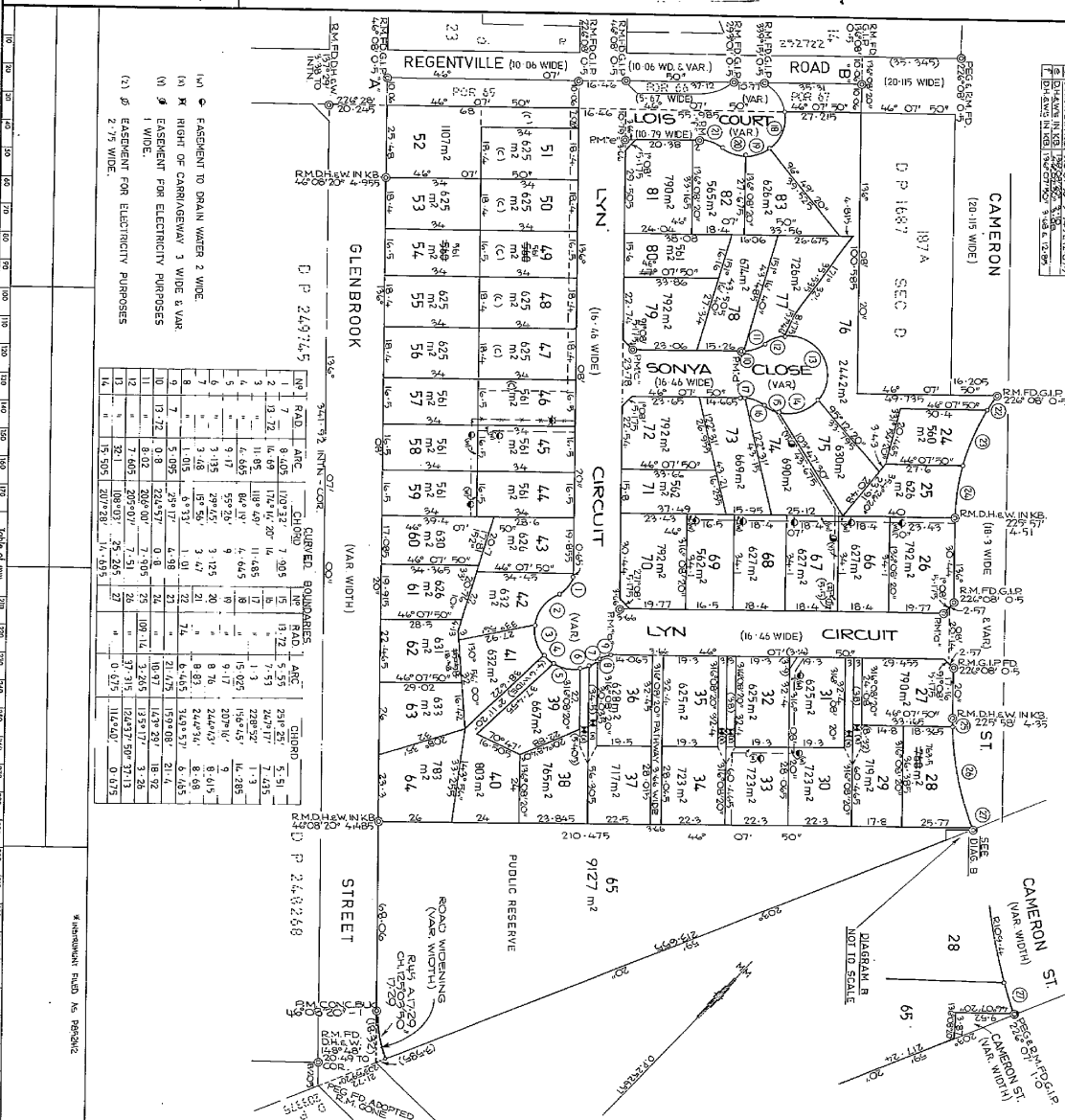
PRINTED ON 11/9/2025

PLAN FORM 2

Signatures and seals only.

NO.	TYPE	REMARKS
1	OWNER'S SIGNATURE	3/10/1976
2	OWNER'S SIGNATURE	3/10/1976
3	OWNER'S SIGNATURE	3/10/1976
4	OWNER'S SIGNATURE	3/10/1976
5	OWNER'S SIGNATURE	3/10/1976
6	OWNER'S SIGNATURE	3/10/1976
7	OWNER'S SIGNATURE	3/10/1976
8	OWNER'S SIGNATURE	3/10/1976
9	OWNER'S SIGNATURE	3/10/1976
10	OWNER'S SIGNATURE	3/10/1976

Handwritten signatures and stamps at the top of the plan form, including a large signature and a circular stamp.



Administrative and legal sections at the bottom of the plan form, including a table for 'PLAN OF SUBDIVISION OF LOTS', a 'DECLARATION' section, and a 'NOTICE' section.

LOT	AREA	REMARKS
1	100m ²	
2	100m ²	
3	100m ²	
4	100m ²	
5	100m ²	
6	100m ²	
7	100m ²	
8	100m ²	
9	100m ²	
10	100m ²	

AMENDMENTS OR ADDITIONS NOTED ON PLAN
IN REGISTERAL GENERAL'S OFFICE.

1. Jack Hayward Wilson, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 31st day of October, 1976.

Handwritten signature of Jack Hayward Wilson.

10	20	30	40	50	60	70	Table of mm	110	120	130	140
FRAME 1											
AMENDMENTS AND/OR ADDITIONS MADE ON											
PLAN IN THE LAND TITLES OFFICE											
This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.											
10th February, 1988											

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1919.

Lengths are in metres

(Sheet 1 of 4 sheets)

PAGE 1

Plan DP252657

Full name and address of proprietor
of the land:

Subdivision covered by Council Clerk's
Certificate No. of 29.7.1976
N.H. Holdings Pty. Limited of
10 O'Connell Street, Parramatta, 2150

1. Identity of easement or
restriction firstly
referred to in above-
mentioned plan:

Restriction as to user.

Schedule of lots affected

Lots burdened

Lots benefited

Each lot

Every other lot

2. Identity of easement or
restriction secondly
referred to in above-
mentioned plan:

Easement to drain water 2 wide

Schedule of lots affected

Lots burdened

Lots benefited

30

Penrith City Council

31

66

67

68

69

70

3. Identity of easement or
restriction thirdly
referred to in above-
mentioned plan:

Easement to drain water 2 wide

Schedule of lots affected

Lots burdened

Lots benefited

26

66, 67, 68, 69, 70

67

68

69

70

4. Identity of easement or
restriction fourthly
referred to in above-
mentioned plan:

Easement to drain water 2 wide

Schedule of lots affected

Lots burdened

Lots benefited

45

58, 59, 60

59

60

For and on behalf of N.H. HOLDINGS
PTY. LIMITED

Approved by Council 29/7/76.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1919.

Lengths are in metres

(Sheet 2 of 4 sheets)

Plan DP252657

Subdivision covered by Council Clerk's
Certificate No. of 1976

5. Identity of easement or
restriction firstly
referred to in above-
mentioned plan:

Right of carriage way 3 wide and
variable

Schedule of lots affected

Lots burdened

Lots benefited

29

30

6. Identity of easement or
restriction firstly
referred to in above-
mentioned plan:

Right of carriage way 3 wide and
variable

Schedule of lots affected

Lots burdened

Lots benefited

30

29

7. Identity of easement or
restriction seventhly
referred to in above-
mentioned plan:

Right of carriage way 3 wide and
variable

Schedule of lots affected

Lots burdened

Lots benefited

33

34

8. Identity of easement or
restriction eighthly
referred to in above-
mentioned plan:

Right of carriage way 3 wide and
variable

Schedule of lots affected

Lots burdened

Lots benefited

34

33

9. Identity of easement or
restriction ninthly
referred to in above-
mentioned plan:

Right of carriage way 3 wide and
variable

Schedule of lots affected

Lots burdened

Lots benefited

37

38

For and on behalf of N.H. HOLDINGS
PTY. LIMITED

Approved by Council 29/7/76.

RP 93

STAMP DUTY

OFFICE USE ONLY



I
421735 Y

VARIATION OR RELEASE OF RESTRICTION ON THE USE OF LAND OR POSITIVE COVENANT

SECTION 88E (7) CONVEYANCING ACT, 1919
REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

DESCRIPTION
OF LAND
Note (a)

R	of	R
\$		

Torrens Title Reference	If part only, delete Whole and give details
Folio Identifier 70/252657	WHOLE

PRESCRIBED
AUTHORITY
Note (b)

PENRITH CITY COUNCIL of 114-116 Henry Street Penrith

the PRESCRIBED AUTHORITY entitled to enforce the restriction on the use of land/positive covenant created by

Note (c)

DEALING NUMER DP252657

OFFICE USE ONLY

Note (d)

hereby ~~varies~~ the said restriction on the use of land/positive covenant and applies to have a recording made in
* varies in the manner set out below

Note (d)

the Register to give effect to the ~~variation~~ in so far as it affects the land above described.
* variation

Note (e)

VARIATION OF RESTRICTION ON THE USE OF LAND/POSITIVE COVENANT

Release the property from the Restriction Twelfthly referred to in 888B
Instrument to DP252657

The consent of each person against whom the restriction/positive covenant is enforceable is overleaf and/or annexed hereto.

DATE 4th June 1993

EXECUTION
Note (f)

I hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900
Signed in my presence by an authorised officer of the Prescribed Authority.

The COMMON SEAL OF THE COUNCIL OF THE
Signature of Witness

CITY OF PENRITH was hereunto affixed

Name of Witness (BLOCK LETTERS)

this 13th day of May 1993
in pursuance of a resolution of

Address and Occupation of Witness

COUNCIL passed on the 2nd day of May 1993

William G. GAYD
MAYOR

TOWN CLERK/GENERAL MANAGER

Signature of Authorised Officer

TO BE COMPLETED
BY LODGING PARTY
Notes (g)
and (h)

LODGED BY

JENNERS
Title Searching Co.
D.X. 779

Ref: C.P. 252657

Delivery Box Number 4325

LOCATION OF DOCUMENTS

CT

OTHER

Herewith.

In L.T.O. with

Produced by

OFFICE USE ONLY

Checked

Passed

REGISTERED

- 19

Secondary
Directions

Delivery
Directions

Signed

Extra Fee

[illegible]

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 395600
Your Reference: TGL:2025:426-#172904980#
Contact No.

Issue Date: 15 September 2025
Certificate No: 25/04655

Issued to: Infotrack Pty Ltd
Level 8 135 King Street
SYDNEY NSW 2000

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND

Parish: MULGOA

Location: 11 Lyn Circuit JAMISONTOWN NSW 2750

Land Description: Lot 70 DP 252657

- PART 1 PRESCRIBED MATTERS -

In accordance with the provisions of Section 10.7 of the Act the following information is furnished in respect of the abovementioned land:

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

1(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:

The following Local environmental planning instruments apply to the land:

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

The following State environmental planning instruments apply to the land:

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 2 - *Vegetation in non-rural areas*.

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 6 - *Water*

Catchments - (Note: This policy does not apply to land to which State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 5 - *Penrith Lakes Scheme*, applies.)

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*.

State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 2 - *State Significant Precincts*.

PLANNING CERTIFICATE UNDER SECTION 10.7

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State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 4 - *Western Sydney Aerotropolis*.

State Environmental Planning Policy (Primary Production) 2021, Chapter 2 - *Primary production and rural development*.

State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 3 - *Hazardous and offensive development*.

State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 4 - *Remediation of land*.

State Environmental Planning Policy (Resources and Energy) 2021, Chapter 2 - *Mining, petroleum production and extractive industries*.

State Environmental Planning Policy (Resources and Energy) 2021, Chapter 3 - *Extractive industries in Sydney area*.

State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 2 - *Infrastructure*.

State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 3 - *Educational establishments and childcare facilities*.

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Biodiversity and Conservation) 2021, *Chapter 13 - Strategic Conservation Planning* applies to the land.

The following Development Control Plans apply to the land:

Penrith Development Control Plan 2014 applies to the land.

1(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been the subject of community consultation or on public exhibition under the Act, that will apply to the carrying out of development on the land:

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

A Planning Proposal to amend Penrith Local Environmental Plan 2010 (LEP 2010) applies to this land. The Planning Proposal - Employment Zones review, seeks to amend LEP 2010 to align with Council's review of employment lands across the city. See www.yoursaypenrith.com.au for details.

Draft State Environmental Planning Policy (Housing) 2021 applies to this land.

Draft State Environmental Planning Policy (Transport and Infrastructure) 2021 applies to this land.

Draft State Environmental Planning Policy (Planning Systems) 2021 applies to this land.

Draft State Environmental Planning Policy (Precincts - Western Parkland City) 2021 applies to this land.

Draft State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 applies to this land.

Draft State Environmental Planning Policy (Biodiversity and Conservation) 2021 applies to this land.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

For each environmental planning instrument or draft environmental planning instrument referred that includes the land in a zone (however described):

2(a)-(b) the identity of the zone; the purposes for which development in the zone may be carried out without development consent; the purposes for which development in the zone may not be carried out except with development consent; and the purposes for which development in the zone is prohibited. Any zone(s) applying to the land is/are listed below and/or in annexures.

Zone R2 Low Density Residential (Penrith Local Environmental Plan 2010)

1. Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To promote the desired future character by ensuring that development reflects features or qualities of traditional detached dwelling houses that are surrounded by private gardens.
- To enhance the essential character and identity of established residential areas.
- To ensure a high level of residential amenity is achieved and maintained.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Information and education facilities; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential care facilities; Respite day care centres; Roads; Secondary dwellings; Shop top housing; Tank-based aquaculture

4 Prohibited

Any development not specified in item 2 or 3

2(c) whether additional permitted uses apply to the land,

(Information is provided in this section only if environmental planning instruments apply additional permitted use provisions to this land.)

Additional information relating to Penrith Local Environmental Plan 2010

Note 1: Under the terms of Clause 2.4 of Penrith Local Environmental Plan 2010 development may be carried out on unzoned land only with development consent.

PLANNING CERTIFICATE UNDER SECTION 10.7

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Note 2: Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

Note 3: Under the terms of Clause 2.7 of Penrith Local Environmental Plan 2010 the demolition of a building or work may be carried out only with development consent.

Note 4: A temporary use may be permitted with development consent subject to the requirements of Clause 2.8 of Penrith Local Environmental Plan 2010.

Note 5: Under the terms of Clause 4.1A of Penrith Local Environmental Plan 2010, despite any other provision of this plan, development consent must not be granted for dual occupancy on an internal lot in Zone R2 Low Density Residential.

Note 6: Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

Note 7: Under the terms of Clause 5.3 of Penrith Local Environmental Plan 2010 development consent may be granted to development of certain land for any purpose that may be carried out in an adjoining zone.

Note 8: Clause 5.10 of Penrith Local Environmental Plan 2010 details when development consent is required/not required in relation to heritage conservation.

Note 9: Under the terms of Clause 5.11 of Penrith Local Environmental Plan 2010 bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

Note 10: Under the terms of Clause 7.1 of Penrith Local Environmental Plan 2010 (PLEP 2010) development consent is required for earthworks unless the work is exempt development under PLEP 2010 or another applicable environmental planning instrument, or the work is ancillary to other development for which development consent has been given.

Note 11: Sex services premises and restricted premises may only be permitted subject to the requirements of Clause 7.23 of Penrith Local Environmental Plan 2010.

2(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions.

(Information is provided in this section only if any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.)

PLANNING CERTIFICATE UNDER SECTION 10.7

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2(e) whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016

(Information is provided in this section only if the land is identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.)

2(f) whether the land is in a conservation area, however described:

(Information is provided in this section only if the land is in a conservation area, however described.)

2(g) whether an item of environmental heritage, however described, is situated on the land:

(Information is provided in this section only if an item of environmental heritage, however described, is situated on the land.)

3 CONTRIBUTIONS PLANS

The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith excluding land identified by Glenmore Park Stage 3 Development Contributions Plan 2022 and Orchard Hills North Development Contributions Plan 2025.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 6 - St Marys, Waterside, Thornton, the WELL Precinct, Glenmore Park Stage 1 and 2, and Erskine Park) and land identified by Glenmore Park Stage 3 Development Contributions Plan 2022 and Orchard Hills North Development Contributions Plan 2025.

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site and land identified by Glenmore Park Stage 3 Development Contributions Plan 2022 and Orchard Hills North Development Contributions Plan 2025.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies to non-residential development across Penrith Local Government Area, with the exception of the Mamre and Aerotropolis Precincts.

The Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies to the Greater Sydney region which includes the Penrith Local Government Area, with the exception of the Western Sydney Aerotropolis Precinct. Please refer to www.legislation.nsw.gov.au for further information.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

4 COMPLYING DEVELOPMENT

HOUSING CODE

(The Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Housing Code may be carried out on the land if the land is within one of the above mentioned zones.

RURAL HOUSING CODE

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Rural Housing Code may be carried out on the land if the land is within one of the above mentioned zones.

LOW RISE HOUSING DIVERSITY CODE

(The Low Rise Housing Diversity Code only applies if the land is within Zones R1, R2, R3 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Low Rise Housing Diversity Code may be carried out on the land if the land is within one of the abovementioned zones.

PATTERN BOOK DEVELOPMENT CODE

(The Pattern Book Development Code only applies if the land is within Zones R1, R2 or R3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Complying development under the Pattern Book Development Code may be carried out on the land if the land is within one of the abovementioned zones.

GREENFIELD HOUSING CODE

(The Greenfield Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.)

Complying development under the Greenfield Housing Code may be carried out on the land if the land is within one of the abovementioned zones, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code may be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development under the General Development Code may be carried out on the land.

INDUSTRIAL AND BUSINESS BUILDINGS ALTERATIONS CODE

Complying development under the Industrial and Business Alterations Code may be carried out on the land.

INDUSTRIAL AND BUSINESS BUILDINGS CODE

(The Industrial and Business Buildings Code only applies if the land is within E1, E2, E3, E4, E5, MU1, B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4, SP1, SP2, SP3, SP5 or W4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Complying development under the Industrial and Business Buildings Code may be carried out on the land.

CONTAINER RECYCLING FACILITIES CODE

(The Container Recycling Facilities Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, E1, E2, E3, E4, E5, MU1, IN1, IN2, IN3, IN4, SP3, SP5 or W4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Complying development under the Container Recycling Facilities Code may be carried out on the land.

SUBDIVISIONS CODE

Complying development under the Subdivisions Code may be carried out on the land.

DEMOLITION CODE

Complying development under the Demolition Code may be carried out on the land.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

(The Agritourism and Farm Stay Accommodation Code only applies if the land is within Zones RU1, RU2 and RU4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Agritourism and Farm Stay Accommodation Code may be carried out on the land.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

FIRE SAFETY CODE

Complying development under the Fire Safety Code may be carried out on the land.

NOTE:

(1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

5 EXEMPT DEVELOPMENT

GENERAL EXEMPT DEVELOPMENT CODE

Exempt development under the General Exempt Development Code may be carried out on the land.

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development under the Advertising and Signage Exempt Development Code may be carried out on the land.

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development under the Temporary Use and Structures Exempt Development Code may be carried out on the land

6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(Information is provided in this section only if Council is aware that an affected building notice or a building product rectification order in force for the land that has not been fully complied with, or a notice of intention to make a building product rectification order given in relation to the land is outstanding.)

7 LAND RESERVED FOR ACQUISITION

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

8 ROAD WIDENING AND ROAD REALIGNMENT

The land is not affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) an environmental planning instrument, or
- (c) a resolution of council.

9 FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

No, the land or part of the land is not within the flood planning area and is currently not subject to flood related development controls.

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

No, flood related development controls for land between the flood planning area and the probable maximum flood do not apply to the land or part of the land.

Note - Council reserves the right to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation, this position may be reviewed.

10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(a) Council Policies

The land is affected by the Asbestos Policy adopted by Council.

The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

(b) Other Public Authority Policies

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.

The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

11 BUSH FIRE PRONE LAND

The land is not identified as bush fire prone land, under section 10.3 of the Act.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

12 LOOSE FILL ASBESTOS INSULATION

(Information is provided in this section only if there is a residential premises listed on the register of residential premises that contain or have contained loose-fill asbestos insulation (as required by Division 1A of Part 8 of the Home Building Act 1989))

13 MINE SUBSIDENCE

The land is not declared to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

14 PAPER SUBDIVISION INFORMATION

(Information is provided in this section only if a development plan adopted by a relevant authority applies to the land or is proposed to be subject to a consent ballot, or a subdivision order applies to the land.)

15 PROPERTY VEGETATION PLANS

(Information is provided in this section only where a property vegetation plan approved and in force under the Native Vegetation Act 2003, Part 3, but only where Council has been notified of the existence of a plan, by the person or body that approved the plan under that Act.)

16 BIODIVERSITY STEWARDSHIP SITES

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 relates.)

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

17 BIODIVERSITY CERTIFIED LAND

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.)

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

18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

(Information is provided in this section only if Council has been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

19 ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

(Information is provided in this section only If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.)

20 WESTERN SYDNEY AEROTROPOLIS

Whether the land is subject to planning considerations under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4:

	Planning Control	Affected?
(a)	Subject to an ANEF or ANEC contour of 20 or greater	No
(b)	Shown on the Lighting Intensity and Wind Shear Map	No
(c)	Shown on the Obstacle Limitation Surface Map	Yes
(d)	In the “public safety area” on the Public Safety Area Map	No
(e)	In the “3km zone” or the “13km zone” of the Wildlife Buffer Zone Map	Yes

21 DEVELOPMENT CONSENT FOR SENIORS HOUSING

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

22 SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(Information is provided in this section only if:

(1) there is a current site compatibility certificate under the *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which council is aware, in respect of proposed development on the land; and/or

(2) *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land and conditions of a development consent in relation to the land that are of a kind referred to in the Policy, section 21(1) or 40(1).

(3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).)

23 WATER OR SEWERAGE SERVICES

Water or sewerage services under the Water Industry Competition Act 2006 (WIC Act) are not required to be provided on this land.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

24 SPECIAL ENTERTAINMENT PRECINCT

(Information is provided in this section only if any part of the land is located within a special entertainment precinct as defined in section 202B of the *Local Government Act 1993*.)

NOTE: The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.

(a) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)

(b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)

(c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)

(d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)

(e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.)

Note: Section 10.7(5) information for this property may contain additional information regarding contamination issues.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Notes:

The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2021.

Information is provided only to the extent that Council has been notified by the relevant government departments.

This is a certificate under section 10.7 of the Environmental Planning and Assessment Act, 1979 and is only provided in accordance with that section of the Act.

Further information relating to the subject property can be provided under section 10.7(5) of the Act. If such further information is required Council indicates that a full certificate under sections 10.7(2) **and** 10.7(5) should be applied for.

Contact Council for details as to obtaining the additional information.

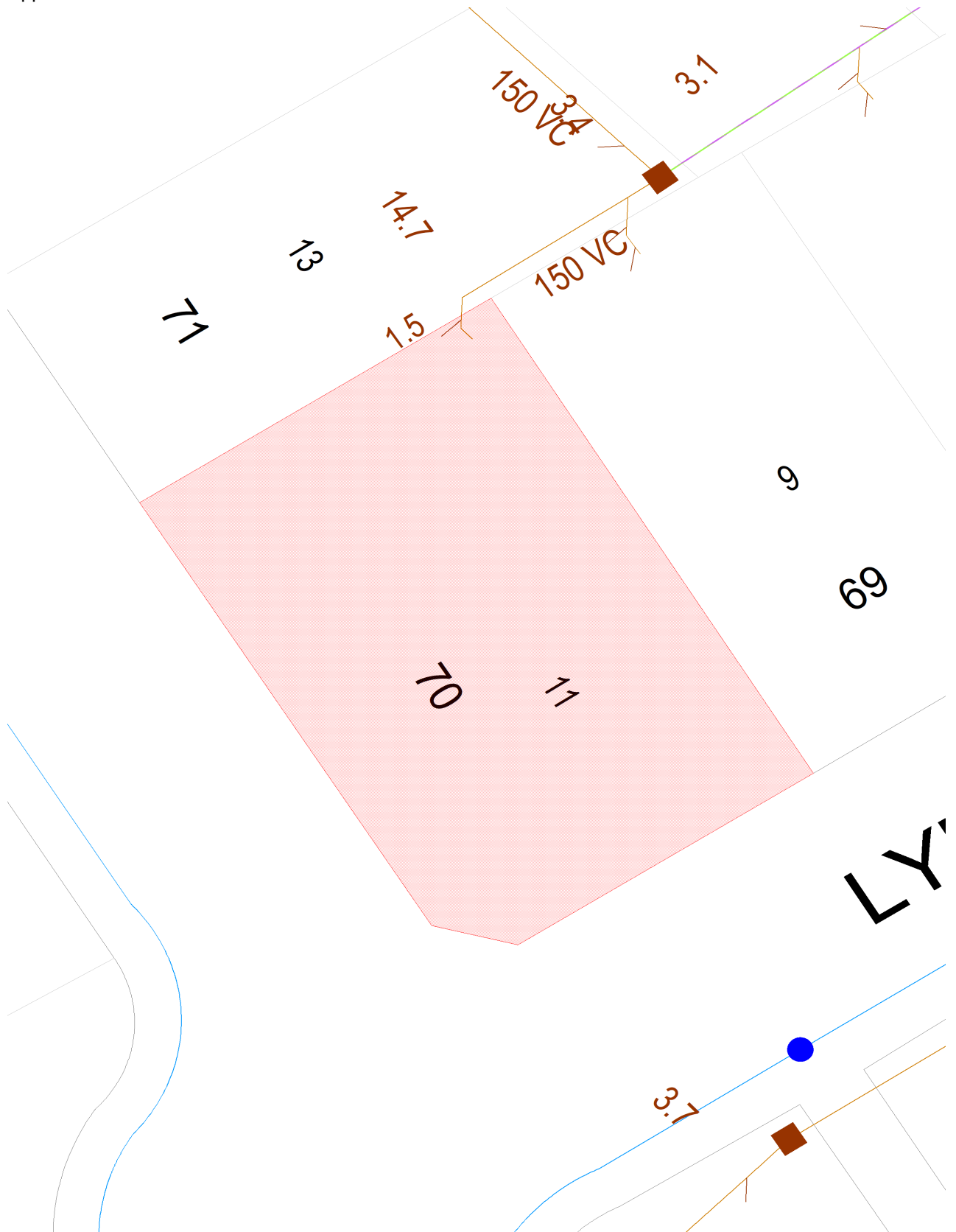
Andrew Moore
General Manager

per



Service Location Print

Application Number: 8004624602



Document generated at 11-09-2025 04:30:38 PM

Disclaimer

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

Asset Information

Legend

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

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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)

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11 September 2025

Infotrack Pty Limited

Reference number: 8004624576

Property address: 11 Lyn Cct Jamisontown NSW 2750

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