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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Singer Residential** **Shop 2/78 Railway Crescent, Jannali, NSW 2226**	**Phone: (02) 9528 8738** **Ref: Joshua Singer**
co-agent		
vendor	**Yenktesh Permal Reddy** **154 Mount Keira Road, Mount Keira, NSW 2500**	
vendor's solicitor	**Law Corporation Pty Ltd t/a Kaz Conveyancing** **Kaz Tower, Level 3, 273 - 279 Sussex Street,** **Sydney NSW 2000**	**Phone: +61 2 8999 0594** **Email:** **dorian@kazconveyancing.com.au** **Ref: DK:AS:101404**
date for completion	**42nd day after the contract date**	(clause 15)
land (address, plan details and title reference)	**64 Georges River Crescent, Oyster Bay, New South Wales 2225** **Registered Plan: Lot 1 Plan DP 21374** **Folio Identifier 1/21374**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: garden shed	
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	☒ blinds	☒ dishwasher	☐ light fittings	☒ stove
	☐ built-in wardrobes	☒ fixed floor coverings	☒ range hood	☐ pool equipment
	☐ clothes line	☐ insect screens	☐ solar panels	☐ TV antenna
	☐ curtains	☐ other:		

exclusions		
purchaser		
purchaser's solicitor		
price		
deposit	_____	(10% of the price, unless otherwise stated)
balance		
contract date		(if not stated, the date this contract was made)

buyer's agent

vendor	**GST AMOUNT** (optional) The price includes GST of: $	**witness**
purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares		**witness**

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Choices

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

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

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General

- ☒ 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 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☒ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 disclosure statement - off the plan contract
- ☐ 58 other document relevant to the off the plan contract

Other

- ☐ 59

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

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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.

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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.

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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	**NSW Department of Education**
Australian Taxation Office	**NSW Fair Trading**
Council	**Owner of adjoining land**
County Council	**Privacy**
Department of Planning and Environment	**Public Works Advisory**
Department of Primary Industries	**Subsidence Advisory NSW**
Electricity and gas	**Telecommunications**
Land and Housing Corporation	**Transport for NSW**
Local Land Services	**Water, sewerage or drainage authority**

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.

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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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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.

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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*.

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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*.

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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.

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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.

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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).

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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.

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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.

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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.

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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 earnt 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.

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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.

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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.

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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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CERTIFICATE

Pursuant to Section 66W of the Conveyancing Act 1919

PROPERTY: 64 Georges River Crescent, Oyster Bay
VENDOR: Yenktesh Permal Reddy
PURCHASER:

I _____

of _____

certify as follows:

1. I am a solicitor/conveyancer currently admitted to practice in New South Wales.

2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of the property from the vendor to the purchaser in order that there is no cooling off period in relation to that contract.

3. I do not act for the vendor and I am not employed in the legal practice of a solicitor acting for the vendor, nor am I a member or an employee of a firm of which a solicitor acting for the vendor is a member or employee.

4. I have explained to the purchaser, or, if the purchaser is a corporation, to an officer of the purchaser or to a person involved in the management of the purchaser's affairs: -

   (a) the effect of the contract for the purchase of the property;
   (b) the nature of this Certificate; and
   (c) the effect of giving this Certificate to the vendor in that there is no cooling off period.

Dated:……23

……..
Purchaser's Solicitor/Conveyancer

ADDITIONAL CONDITIONS TO THE CONTRACT FOR SALE OF LAND – 2022 EDITION

32. Additional Miscellaneous

32.1 Definitions

Unless the contrary intention appears, these meanings apply:

Authority includes:

(a) any government in any jurisdiction, whether federal, state, territorial or local;

(b) any provider of public utility services, whether statutory or not; and

(c) any other person, authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities over the Property or any part of it.

Claim includes any claim demand, remedy, suit, injury, damage, loss, cost, expense, charge, fee, liability, action, proceeding, right of action and claim for compensation including any notice issued by any Authority.

Completion means the completion of the sale and purchase of the Property under this Contract.

Completion Date means the date the Contract is actually completed.

Date for completion has the same meaning ascribed to it on the front page of the contract.

Disclosure Material means the documents and materials relating to the Property:

(a) made available to the Purchaser by the Vendor;

(b) made available to the Purchaser in the office of the Vendor's solicitors; or

(c) given to the Purchaser or its representatives before Completion.

Property means the Land, improvements, all fixtures and the inclusions, but not the exclusions described on the front page of the standard terms which form part of this Contract.

Standard Terms means the standard clauses of the Law Society of New South Wales and the Real Estate Institute of New South Wales Contract for the sale and purchase of land 2022 edition forming part of this Contract.

32.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise:

(a) The **singular** includes the plural and conversely.

(b) A **gender** includes all genders.

(c) Where a **word** or **phrase** is defined, its other grammatical forms have a corresponding meaning.

(d) **Clause**, **paragraph** or **sub-clause** means a clause, paragraph or sub-clause, respectively, of this Contract.

(e) Unless stated otherwise, one provision does not limit the effect of another.

(f) 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.

(g) Mentioning anything after **include**, **includes** or **including** does not limit what else may be included.

(h) A reference to any **legislation** or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.

32.3 **Service on non-business day**

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.

32.4 **Service by facsimile or email (Replaces clause 20.6.5)**

Despite anything in clause 20.6, a document is served by

(a) facsimile by or on a party:

(i) when recorded on the sender's transmission result report unless:

1. within 24 hours of that time the recipient informs the sender that the transmission was received in an incomplete or illegible form; or

2. the transmission result report indicates a faulty or incomplete transmission;

(ii) if sent using the solicitor's fax number stated in this Contract or any other fax number which that solicitor may have notified to the sender;

(iii) where there is no solicitor named in this Contract in respect of a party, if sent using the fax number stated in the Contract (if any) in respect of that party or any other fax number which that party may have notified to the sender; and

(iv) on the business day on which it is received unless it is received after 5pm in which case it will be taken to have been served on the commencement of the next business day.

(b) email by or on a party:

(i) unless the sender receives an electronic failed mail delivery notification;

(ii) if sent using the solicitor’s email address stated in this Contract or any other email address which that solicitor may have notified to the sender;

(iii) where there is no solicitor named in this Contract in respect of a party, if sent using the email address stated in the Contract (if any) in respect of that party or any other email address which that party may have notified to the sender; and

(iv) on the business day on which it is received unless it is received after 5pm in which case it will be taken to have been served on the commencement of the next business day.

32.5 **Documents attached to Contract**

(c) For the purposes of clause 10.1.9 (as amended by clause 33.1(i)), the existence of all material contained in any document (or copy of any document) attached to this Contract is disclosed in this Contract whether or not the document is included in the list of documents on page 2.

(d) If before this 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 person attaching that document or copy did so as the agent of the Vendor.

32.6 **Severance**

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

32.7 **Inconsistency between additional conditions and the Standard Conditions**

These additional conditions prevail to the extent of any inconsistency between these additional conditions and the Standard Terms of this Contract.

32.8 **Italicised words**

Words used in this Contract which are defined in clause 1 have the meaning given to them in that clause even if those words are not italicised.

33. Amendments to Printed Conditions

33.1 The Standard Terms (clauses 1 to 32 inclusive) of this Contract are amended as follows:

(a) clause 2.9 is deleted and replaced by the following:

2.9 If this Contract says that the deposit is to be invested, the depositholder is to:

2.9.1 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

2.9.2 pay the net interest, after deduction of all proper bank, building society or government charges, fees or taxes, to the parties equally if this Contract is completed, and otherwise to the party entitled to the deposit.

(b) in clause 3, a new clause 3.12 is added as follows:

3.12 If the Vendor accepts a bond or guarantee for the deposit or part of it:

3.12.1 and the deposit bond or guarantee is not valid, the Vendor can terminate this Contract but only before the deposit is validly paid in full;

3.12.2 and the deposit bond or guarantee is due to expire before Completion of this Contract is due, the Purchaser must, not less than 1 month before the deposit

bond or guarantee is due to expire, submit to the Vendor a replacement deposit bond or guarantee to the same value and on the same terms as that one which is due to expire before Completion of this Contract is due and in this regard time is essential and clause 21.6 does not apply;

3.12.3 on or before Completion, the Purchaser shall pay to the Vendor, in addition to all other money payable under this Contract, the amount stipulated in the deposit bond or guarantee, either by way of cash or unendorsed bank cheque; and

3.12.4 if the Vendor serves on the Purchaser a notice under clause 9, then to the extent that the amount has not already been paid to the Vendor by the issuer of the deposit bond or guarantee, the Purchaser shall immediately pay the amount stipulated in the deposit bond or guarantee to the deposit holder.

(c) Clause 5.1 deleted;

(d) A new clause 5.3 is to be added to clause 5 as follows: *For the purposes of clause 5.2.1, the Purchaser is only entitled to serve requisitions in the form annexed to this Contract*;

(e) clause 6 is deleted;

(f) clause 7 is deleted;

(g) clause 8.2.2 is deleted;

(h) clause 9.2 is deleted;

(i) in clause 10.1, the word *substance* where appearing in clause 10.1.8 and clause 10.1.9 is deleted and replaced with the word *existence*;

(j) in clause 10.2, the words *make a claim or requisition* are added after the word *rescind*;

(k) clause 11 is deleted;

(l) not used;

(m) In clause 14.2.2, the words “1 *business day* before the date for completion*”* are deleted and replaced with “2 hours before the *completion time*”; and

(n) clause 14.4.2 is amended to read, "by adjusting the amount of land tax actually paid or payable by the vendor for the property for the 2023 calendar year.”

(o) clause 14.8 is deleted;

(p) clause 17.3 is deleted;

(q) Clause 18 is amended by adding a new sub-clause 18.8:

18.8 The purchaser cannot make a requisition or claim after entering into possession

(r) clause 20.6.5 is deleted;

(s) in clause 23.5.2, the words “*but is disclosed in this contract*” is deleted.

(t) in clause 23.6.1, the word "*vendor*" is replaced with "*purchaser*".

(u) clause 23.7 is deleted;

(v) clause 23.9 is deleted;

(w) clauses 23.13 and 23.14 are deleted;

(x) clause 23.17.2 is deleted;

(y) clauses 25, 26, 27, 28 and 29 are deleted;

(z) clause 30.7, the words "*but the Vendor must…..any agency or mortgagee fees"* are deleted;

(aa) in clause 30.9, the words "*cash (up to $2,000) or"* are deleted; and

(bb) clause 32 is deleted.

34. Guarantee and Indemnity

34.1 **Corporate Purchaser – Directors' Guarantee**

(a) This clause 34 applies where the Purchaser is a corporate Purchaser.

(b) In consideration of the execution of this contract by the Vendor the persons named as follows:-

[insert]

(hereinafter collectively referred to as "the Guarantors") hereby jointly and severally guarantee the due performance and observance by the Purchaser of all the obligations contained in or arising out of this contract. This Guarantee shall be a principal obligation as between the Guarantors and the Vendor and shall not be affected by any claim which the Purchaser may have or claim to have against the Vendor on any account whatsoever. The liability of the Guarantors hereunder shall not be impaired by:

(i) the Vendor granting time or indulgence to the Purchaser; or

(ii) the Purchaser being wound up or passing a resolution for its liquidation or by the appointment of a receiver thereof; or

(iii) by the Vendor waiving any breach or default by the Purchaser or the Guarantors; or

(iv) by the Purchaser or any Guarantor being a natural person becoming bankrupt or entering into any composition or arrangement with his creditors or assigning his estate or any part thereof for the benefit of creditors or becoming of unsound mind or dying.

(c) Nothing in this agreement shall be construed as a requirement that the Guarantors consent to or be made aware of any transaction between the Vendor and the Purchaser including any variation release or compromise of the obligations of the Purchaser.

(d) No payment shall operate to discharge or reduce the Guarantors' liability if such payment is voidable as a preference under any law relating to bankruptcy or the

winding up of the company and no grant of discharge or release consequent upon such a payment shall discharge the liability of the Guarantors hereunder.

(e) The Guarantors' liability hereunder shall not be effected by any claim or right to set off or cross-action which the Purchaser may have or claim to have against the Vendor or any account whatsoever nor shall the Guarantors be entitled to any set off against the Vendor.

(f) In order to give full effect to the provisions of this Guarantee, the Guarantors hereby:

(i) covenant that in the event of the bankruptcy or liquidation of the Purchaser or any Guarantor, the Guarantors will not prove in any such bankruptcy or liquidation in competition with the Vendor AND (so long as any moneys remain owing to the Vendor) the Guarantors hereby irrevocably authorise the Vendor to prove as the Guarantors' attorney for all moneys which the Guarantors have paid on behalf of the Purchaser which the Guarantors may be entitled to by way of contribution from any other Guarantor AND to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any amounts so received until the Vendor shall with the aid thereof have been paid one hundred (100) cents in the dollar in respect of the indebtedness of the Purchaser or the Guarantors as the case may be. The Guarantors hereby waive in favour of the Vendor all rights whatsoever which the Guarantors may at any time have against the Vendor, the Purchaser and any other Guarantor or any other person estate and asset so far as necessary to give effect to this paragraph;

(ii) waive all rights inconsistent with the provisions hereof including rights as to contribution, marshalling, consolidation and subrogation which the Guarantors might otherwise as surety be entitled to claim and enforce; and

(iii) agree, notwithstanding any presumption or principle of law to the contrary, that the Vendor may in relation to any one or more Guarantor enter into a covenant not to sue, compound, grant a full or partial or conditional release, issue process, sign judgment, participate in any official management, prove in any bankruptcy scheme or liquidation or do any other act matter or thing in respect of that Guarantor or the whole or any part of any Guarantors' liability without thereby in any way impairing or reducing the liability of the other Guarantor for the whole of the obligations of the Purchaser as aforesaid.

34.2 **Corporate Purchaser – Directors' Indemnity**

(i) Without prejudice to the guarantee contained in clause 34.1, the Guarantors unconditionally and irrevocably undertake, as separate and additional obligations, to indemnify the Vendor against all losses, liabilities, damages, claims, costs and expenses whatsoever (including legal costs) arising out of any failure by the Purchaser duly to perform any of the obligations. This indemnity will remain in effect notwithstanding that

the guarantee under clause 34.1 may cease to be valid or enforceable against the Guarantors for any reason whatsoever.

Executed by the Guarantor in the presence of:

Witness Signature	Guarantor Signature
Witness Name	Guarantor Name

35. Matters affecting the Property

35.1 Easements and other encumbrances

To the extent permitted by law, the Property is sold free from encumbrances, except for:

(a) the rights and interest reserved to the Crown in the deed of grant;

(b) all encumbrances registered against the title to the Land at the date of this Contract;

(c) all statutory rights relating to water supply, sewerage, drainage, electricity, telephone and other services in, passing through or over the Land, whether or not protected by registered easement;

(d) Subject to clause 16.4, any statutory charge over the Property in favour of an Authority which exists at Completion; and

(e) any easements, rights or permits to pass or similar rights over the Land (whether registered or not) copies of which are attached to this Contract and which the Purchaser acknowledges it has read and agrees to be bound by on and from the Completion Date.

35.2 Sale In As Is Condition

Because the Purchaser has had the opportunity before entering into this Contract to conduct its own enquiries in respect of the Property, the Property is sold in an as is condition, with all faults or defects (if any), whether or not apparent.

35.3 Purchaser Accepts Liability

The Purchaser accepts and is obliged to meet and comply with any liabilities, obligations, requisitions, directions, recommendations, and notices which may on and from the Date of completion be outstanding regarding the Property. The Purchaser shall indemnify the Vendor on demand against any costs, expenses or liabilities incurred by the Vendor in respect of them (unless this Contract is terminated without default on the part of the Purchaser).

36. Warranties and Representations

36.1 **Exclusion of warranties**

All warranties or conditions expressed or implied by law, equity, statute or otherwise shall (to the fullest extent permitted by law) be excluded unless expressly set out in this Contract.

36.2 **Vendor gives no warranty**

Without limiting the generality of clause 36.1, the Vendor does not warrant that:

(i) the boundaries, description or area of the Property are correctly described in this Contract;

(ii) any requisitions, directions or recommendations delivered by an Authority in respect of the Property have been complied with;

(iii) no notices of resumption or intending resumption affecting the Property have been delivered;

(iv) any permissions, consents and approvals required from an Authority for the construction of any improvements on the Property have been obtained, or having been obtained have been complied with in all respects;

(v) any consents, approvals, permits or licences desirable or required to be held for the present use of the Property have been granted by any Authority;

(vi) any improvements on the Land have been properly constructed or installed in accordance with any relevant legislation or that any requirements imposed by any Authority with respect to their construction, installation or demolition have been complied with;

(vii) any improvements on the Property are free from asbestos or similar materials;

(viii) the Vendor has complied with and has not committed any offence under any environmental law in relation to the use and occupation of the Land;

(ix) the Land is free from contamination, or that there is no condition of the Property which would entitle any person to require the Vendor to decontaminate or take other remedial action in or around the Land or contribute to the act of doing so;

(x) the Property has any capacity, custom or availability to it of any services (except as may be specifically set out elsewhere in this Contract);

(xi) any dividing fences are on the true boundaries of the Property;

(xii) buildings or other improvements of other owners do not encroach on the Property;

(xiii) any boundaries of the Land are fenced;

(xiv) the means of access to and egress from the Land and all terms of all easements and licences benefiting the Land are adequate;

(xv) the Land is not subject to any unregistered easements, rights or permits to pass;

(xvi) the Land may be used or developed for any particular purpose;

(xvii) the Property is of a particular quality, suitability or fitness for any specified purpose;

(xviii) the improvements are safe and without risk to the health and safety of any user;

(xix) any water, whether from bores or other water facilities, on, or servicing the Land, is of any particular quality, quantity, capacity, flow or supply or otherwise;

(xx) the Land and improvements are suitable for any purpose or are in good condition;

(xxi) the use of the Land does not rely on the Purchaser owning or controlling any other property;

(xxii) the Property is presently and will in the future be economically feasible and/or produce economic returns; and

(xxiii) anything relating to the Property as disclosed in the Disclosure Material including any information disclosed in that material regarding any income derived from, and expenses in connection with, the Property is accurate.

37. Purchaser's Acknowledgments and Warranties

37.1 **Acknowledgments**

The Purchaser acknowledges and agrees that, in entering into this Contract, the Purchaser has not relied on any statement, representation or warranty made by or on behalf of the Vendor either expressly or impliedly as to:

(a) the Property;

(b) the neighbourhood or environment in which the Property is situated;

(c) the viability, profitability, productivity, condition, state of repair or suitability for any use or purpose of the Property;

(d) rights and privileges relating to the Property;

(e) services actually or likely to be connected or provided to the Property;

(f) any building, engineering, architectural, development concept or other plans in relation to the Property which the Purchaser or any representative of the Purchaser may have seen or been shown prior to execution of this Contract; or

(g) any other matter (past, present, future or anticipated) relevant to the Property,

except as set out in this Contract.

37.2 **Basis on which information provided**

The Purchaser acknowledges that all statements, representations and warranties by or on behalf of the Vendor in this Contract have been made and will be given on the basis of the actual knowledge of those persons associated with the Vendor who have responsibility for the sale of the Property.

37.3 **Warranties by the Purchaser**

(a) The Purchaser warrants that:

(i) the Purchaser has the power and authority to execute and enter into this Contract and perform and observe all its terms without the consent of any person;

(ii) the entry into this Contract will not breach or create any rights benefiting the Purchaser under the Competition and Consumer Act 2010 (Cth), the Australian Consumer Law, or the Foreign Acquisition and Takeovers Act 1975 (Cth);

(iii) the Purchaser requires no regulatory approvals (unless they have been obtained prior to the date of execution of this Contract) to enter into and complete this Contract, including for the avoidance of doubt a written advice from the Australian Treasurer under the Foreign Acquisitions and Takeovers Act 1975 (Cth) to the effect that the Commonwealth Government has no objection to the acquisition by the Purchaser of the Property under this Contract;

(iv) the Purchaser has duly executed this Contract; and

(v) each person signing this Contract on behalf of the Purchaser, whether as an officer, agent, trustee or otherwise has full authority to execute this Contract in that capacity,

(together the ***Purchaser Warranties***).

(b) The Purchaser Warranties are taken to be made on the Contract date and also made at Completion.

37.4 **Own Investigations**

The Purchaser acknowledges that prior to signing this Contract it has made its own investigations and enquiries in relation to the Property (including comprehensive investigations made with the council for the local government area within which the Property is situated) and that the Purchaser has not relied upon any warranty or statement made by the Vendor or by anyone on its behalf, except as set out in this contract.

37.5 **Purchaser has inspected property**

The Purchaser acknowledges that it has inspected the Property and the improvements (if any) erected thereon and accepts it and them (if any) in their condition and state of repair as at the date of this Contract subject to all faults and defects both latent and patent.

37.6 **No claim, objection or requisition**

(a) The Purchaser cannot make a claim, objection or requisition or rescind or terminate in respect of:

(i) any reservation, encumbrance, lien or interest to which this sale is made subject;

(ii) any error, mis-statement or omission in the description, area, boundaries or particulars of the Property in this Contract;

(iii) any notices, requisitions, direction, recommendation, resumption, intended resumption or compulsory acquisition relating to the Property;

(iv) any matter on which:

a. the Vendor gives no warranty;

b. the Purchaser has satisfied itself; or

c. the Purchaser has agreed that it has not relied upon, including any statement, representation or warranty;

(v) any matter the existence of which is disclosed by the Vendor in this Contract;

(vi) the presence of any sewer manhole or vent on the property;

(vii) any rainwater downpipe being connected to the sewer;

(viii) any environmental hazard or contamination;

(ix) any asbestos or similar material which may be present on the Property;

(x) any latent or patent defect in the property;

(xi) any give and take fences on any boundary of the Property, any unfenced boundary or any fence not being on the correct boundary;

(xii) any application to enclose or close a road affecting or adjoining the Property;

(xiii) legal access to the Property;

(xiv) any alteration to a drain or natural watercourse running through the Property;

(xv) any gate erected across any road;

(xvi) any matter disclosed in any document, planning instrument (including any development control plan) or other thing referred to or identified in the section 10.7(2) & 10.7 (5) (if applicable) certificate attached to this Contract;

(xvii) any liability, claim, loss or expense of any kind caused directly or indirectly by the Property or any inadequacy of or defect in it;

(xviii) any statement, representation or warranty or any information given in response to any request, requisition or objection being incorrect, where it is given in good faith to the best of the knowledge of the Vendor or persons associated with the Vendor making such statement, representation or warranty or giving such information; or

(xix) any additional matter which is disclosed in this Contract.

(b) The Vendor does not warrant (except as required by statute or a regulation made thereunder) that anything attached to this Contract is comprehensive or accurate.

37.7 **No reliance**

The Purchaser acknowledges that, except as expressly provided in this Contract:

(a) at no time has:

(i) the Vendor or any person on the Vendor's behalf, made or given; or

(ii) the Purchaser relied on,

any representation, warranty, promise or forecast; and

(b) no other statements or other representations:

(i) have been relied on in any way as being accurate by the Purchaser;

(ii) have been warranted to the Purchaser as-being true; or

(iii) have induced or influenced the Purchaser, or have been taken into account by the Purchaser as being important to the Purchaser's decision to enter into this Contract or to agree to any or all of its terms.

37.8 **Exclusion**

To the extent permitted by law, the Purchaser agrees not to make and waives any right it may have to any claim against the Vendor or any employees or agents of the Vendor which corresponds to Section 18 of the Australian Consumer Law.

38. Passing of Risk

38.1 To the extent permitted by law, the provisions of Part IV Division 7 of the Conveyancing Act 1919 (NSW) do not apply to the Property.

39. Not Used

40. Breach of Statutory Warranty by Vendor

40.1 If the Purchaser discovers that the Vendor has breached any warranty implied by the Conveyancing (Sale of Land) Regulation 2022 (NSW) (as amended), the Purchaser must, within twenty one (21) days of discovering that breach, notify the Vendor in writing of that breach.

40.2 If the Vendor breaches any warranty implied by the Conveyancing (Sale of Land) Regulation 2022 (NSW) (as amended), the Vendor may, before Completion, serve a notice:

(a) specifying the breach;

(b) requesting the Purchaser to serve a notice irrevocably waiving the breach (***Waiver***); and

(c) indicating that the Vendor intends to rescind this Contract if the Waiver is not served within 14 days of service of the notice.

40.3 The Vendor may rescind if:

(a) the Vendor serves a notice under Clause 40.2; and

(b) the Purchaser does not serve the Waiver within the time required under the notice.

40.4 If the Purchaser serves a Waiver before the Vendor rescinds under Clause 40.3, the Vendor is no longer entitled to rescind under Clause 40.3.

40.5 The Purchaser has no claim against the Vendor for breach of any warranty implied by the Conveyancing (Sale of Land) Regulation 2022 (as amended) other than the right of rescission conferred by that Regulation.

41. Termination and Rescission

41.1 If the Purchaser is a corporation and before Completion:

(a) it enters into a scheme;

(b) it makes any arrangement for the benefit of creditors;

(c) an application or order is made to wind up the Purchaser;

(d) a liquidator, administrator or official manager is appointed in respect of the Purchaser;

(e) a mortgagee enters into possession of all or a substantial part of the assets of the Purchaser;

(f) it is deemed by any relevant legislation to be unable to pay its debts; or

(g) a receiver, receiver and manager or agent of a mortgagee is appointed to all or a substantial part of the assets of the Purchaser,

then the Purchaser is in default of this Contract.

41.2 lf the Purchaser is an individual who before Completion:

(a) executes an authority pursuant to section 188 of the Bankruptcy Act, 1966 (Cth): or

(b) is declared bankrupt,

then the Purchaser is in default under this Contract.

41.3 If either party (or any of them) is a natural person and prior to Completion dies, the other party and/or the estate of the deceased party may rescind this Contract in accordance with clause 19.

42. Vendor may Rescind

42.1 **No right to damages or compensation**

If for any reason (including the lodging of caveats, writs of execution or injunctive or similar proceedings) the Vendor is unable to perform any or all of its obligations under this Contract, then the Vendor shall not be liable by way of damages, compensation or otherwise for any loss sustained by the Purchaser by reason of the failure of the Vendor to perform such obligations under this Contract.

42.2 **Contract voidable**

Where this Contract can be rescinded or is voidable under any relevant legislation and is voided or rescinded on election of the Purchaser under any such relevant legislation, the Purchaser acknowledges and agrees that the Vendor shall not be liable by way of damages, compensation or otherwise for any loss sustained by the Purchaser by reason of the Contract being voidable or being rendered void.

42.3 **Release**

The Purchaser releases the Vendor from all claims which the Purchaser could, would or might but for this provision have where:

(a) The Vendor is unable to perform all or any of its obligations under this Contract; and/or

(b) This Contract is voidable or capable of being rendered void,

With the sole exception of the Purchaser's right on rescission to a refund of the deposit and any other money paid by the Purchaser under this Contract.

43. Real Estate Agent

43.1 The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the Property directly or indirectly by any real estate agent or any other person other than the Vendor's agent specified in this Contract (if any). The Purchaser shall indemnify the Vendor on demand (and if more than one, each of them) against any claims, suits, demands and actions by any agent or any other person arising out of or as a consequence of a breach of this warranty. This clause shall not merge on Completion of this Contract.

43.2 The Purchaser acknowledges and agrees that the Vendor has not made any warranty or representations that any material provided to the Purchaser by or on behalf of the Vendor's agent is accurate or current.

44. Not Used

45. Interest

45.1 **Payment of interest on Completion**

If Completion does not occur on the date for completion (other than as a result of the wilful default of the Vendor), the Purchaser shall pay to the Vendor, on Completion, interest calculated:

(a) daily at the rate of 8% per annum; and

(b) on the balance of the purchase price payable under this Contract,

in respect of the period (***Interest Period***) commencing on the day following the date for completion and ending on the Completion Date (inclusive).

45.2 **Essential term**

The Purchaser may not require the Vendor to complete this Contract unless interest payable under this Contract is paid to the Vendor on Completion. It is an essential term of this Contract that that interest is paid.

45.3 **Vendor may remake time of the essence**

The Vendor may subsequently remake time of the essence and require payment of the balance of the purchase price payable under this Contract and any other moneys (including interest) payable under the terms of this Contract at a specified time.

45.4 **Delay by Vendor**

Clause 45.1 does not apply in respect of any part of the Interest Period during which Completion has been delayed by the Vendor.

45.5 **Completion after 4:30pm**

lf due to no fault of the Vendor Completion takes place after 4:30 pm on the date for completion or after 4:30 pm on any day after the date for completion, clause 45.1 applies as if Completion takes place on the business day after the day on which Completion actually takes place.

45.6 **Clause does not apply**

For the avoidance of doubt, clauses 45.1 to 45.5 do not apply and are of no effect where this Contract is terminated by the Vendor in accordance with its terms (including the provisions of clause 9 and 46 of this Contract).

45.7 **Payment of interest on termination**

If Completion does not occur on the date for completion (other than as a result of the default of the Vendor) and this Contract is terminated by the Vendor in accordance with its terms (including the provisions of clause 9 and 46), the Purchaser shall be liable to pay to the Vendor, on termination, interest calculated:

(a) daily at the rate of 8% per annum; and

(b) on the balance of the purchase price payable under this Contract,

in respect of the period (***Interest Period***) commencing on the day following the date for completion and ending on the date this Contract is terminated (inclusive).

46. Notice to Complete

46.1 **Issue of notice**

(a) If completion does not occur on or before 4:30pm on the Date for completion, at any time either party (not then being in default under this Contract) may serve on the other a notice (Notice to Complete) requiring completion of this Contract on a specified date being not less than 14 days (Notice Period) after the date of service of the Notice to Complete.

(b) The parties agree that:

(i) the Notice Period is sufficient; and

(ii) time will be essential for compliance with the Notice to Complete.

46.2 **Notice Period**

For the purpose of calculating the Notice Period:

(a) the Notice Period commences at midnight on the business day on which the Notice to Complete is served; and

(b) a reference to a day means the period of time commencing at midnight and ending 24 hours later.

46.3 **Time essential**

Any Notice to Complete may specify any time of the day between 11am and 3:00pm as the time for performance of any obligation under this Contract in which event performance by that specified time is of the essence.

46.4 **Withdrawal and re-issue of further notice**

The party serving a notice may:

(a) at any time withdraw the notice by further notice to the other party; and

(b) at its option, issue a further notice.

46.5 **Vendors costs**

The parties agree that should the Vendor issue a notice to complete on the Purchaser, the Purchaser will allow $330.00 (GST inclusive) to the Vendor by way of adjustment at settlement for the additional costs incurred by the Vendor in preparing and issuing such Notice. The Purchaser agrees that such payment is an essential term of this Contract.

47. Adjustments

47.1 The parties agree to adjust all usual outgoings and all amounts under the contract on settlement, but if any amount is incorrectly calculated, overlooked or an error is made in such calculations the parties agree to correct such error and to reimburse each other accordingly after settlement.

47.2 This clause 47 shall not merge on completion.

48. Counterparts

48.1 This Contract may be executed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.

49. Effect of Void Provisions

49.1 If a court holds that:

(a) any part of this Contract is void, voidable, illegal or unenforceable; or

(b) this Contract is void, voidable, illegal or unenforceable unless any part of this Contract is severed from this Contract;

that part will be severed from the Contract unless to do so would change the underlying principal commercial purposes of this Contract.

50. Entire Contract

50.1 The Purchaser acknowledges that the terms set out in this Contract constitute the entire and only agreements between the parties in relation to the sale and purchase of the Property.

51. Finance Approval – Purchaser's Warranty

51.1 The Purchaser warrants to the Vendor that the Purchaser: -

(a) does not require finance; or

(b) has had finance approved,

(i) in an amount; and

(ii) on terms acceptable to the Purchaser;

to complete, in accordance with its terms and conditions, this Contract on or before the date for completion.

51.2 The Purchaser acknowledges that in reliance upon the warranty contained in additional condition 51.1 the Vendor: -

(a) has entered into this Contract; and

(b) may enter into further Contractual obligations on or after the date of this Contract.

51.3 The Purchaser is liable to the Vendor for any damages suffered by the Vendor arising from any breach of the warranty contained in this additional condition despite any rights the Purchaser may have under the provisions of the Uniform Credit Code.

52. Inclusions

52.1 **No representations by Vendor**

The Vendor does not make any representation or warranty about the condition of the items included in the sale and Purchaser accepts them in their quality state of repair and condition as at completion.

52.2 **Vendor not liable**

Subject to the Vendor's common law duty to exercise reasonable care of inclusions after the Contract date, the Vendor is not liable for, and the Purchaser releases the Vendor from liability or loss arising from, and costs and expenses arising from or incurred in connection with, damage to, mechanical breakdown of, or fair wear and tear to, the items included in the sale which occur on and from the Contract date.

52.3 **No formal delivery**

The Vendor need not give formal delivery of the items included in the sale but must leave them at the Property on completion.

52.4 **Quality of items included in the sale**

The Purchaser may not make a requisition or claim or attempt to delay completion or terminate the Contract because of the quality of any items (if any) included in the sale.

53. Electronic Execution and Exchange

53.1 The parties acknowledge and agree that:

(a) This Contract may be executed:

(i) in a number of counterparts and all the counterparts together make one instrument; and/or

(ii) electronically by both parties using SignIt/DocuSign or by exchanging electronic copies of original signatures on this Contract.

(b) This Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email.

(c) the electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.

(d) they are bound by the electronic version of this Contract which has been signed and exchanged in accordance with clause 55; and

(e) they will be bound by, have complied with and will comply with the *Electronic Transactions Act 2000* (NSW) and any terms and conditions of SignIt/Docusign (if applicable), in relation to the execution of this Contract.

53.2 The Purchaser cannot make a requisition or claim because of anything contained in this clause 53.

54. Holiday Clause

In the even that the due date for completion falls within the period of 20 December 2023 and 14 January 2024 *(the Christmas Period)* the parties agree that completion will take place on 17 January 2024.

Both parties agree that a Notice to Complete cannot be served within *the Christmas Period* and any Notice to Complete issued prior to 20 December 2023 will not include *the Christmas Period* for the purposes of calculating the 14-day notice period.

If the date for completion falls due on or prior to 19 December 2023 and the Purchaser is in default as at 19 December 2023, then the Purchaser acknowledges and agrees it will be liable for interest for *the Christmas Period* plus any land tax incurred by the vendor for 2024 if land tax is adjustable.

CONDITIONS FOR SALE OF LAND BY AUCTION

The Bidders' record means the bidders' record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002.

1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

   (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.

   (b) A bid for the vendor cannot be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.

   (c) The highest bidder is the purchaser, subject to any reserve price.

   (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

   (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.

   (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

   (g) A bid cannot be made or accepted after the fall of the hammer.

   (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement for sale.

   (i) The purchaser of livestock must pay the stock and station agent who conducted the auction or the vendor the full amount of the purchase price:

      i. if that amount can reasonably be determined immediately after the fall of the hammer-before the close of the next business day following the auction; or

      ii. if that amount cannot reasonably be determined immediately after the fall of the hammer-before the close of the next business day following determination of that amount, unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

2) In addition to the conditions 1 (a) to 1 (h) above, the following conditions apply to the sale by auction of residential property or rural land:

   (a) All bidders must be registered in the bidders' record and display an identifying number when making a bid.

   (b) The auctioneer may make only one vendor bid at an auction of residential property or rural land.

   (c) Immediately before making a vendor bid, the auctioneer must clearly announce that the bid is made on behalf of the seller.

3) In addition to the conditions set out above, the following conditions apply to the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

   (a) More than one vendor bid may be made to purchase the interest of a co-owner.

   (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

   (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.

   (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

THIS IS ANNEXURE "A" TO THE CONTRACT FOR SALE OF LAND – 2022 EDITION

Copies of the following documents are attached to this contract:

1. Computer Folio Identifier 1/21374;

2. Deposited Plan 21374;

3. Dealing A51208;

4. Lease 3412255;

5. Dealing 6243486 – Transfer of Lease 3412255;

6. Certificate under s.10.7(2) of the Environmental Planning & Assessment Act 1979 issued by Sutherland Shire Council;

7. Sewerage Service Diagram;

8. Service Location Print; and

9. Residential Requisitions on Title.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/21374

SEARCH DATE	TIME	EDITION NO	DATE
12/10/2023	11:47 AM	13	8/9/2018

LAND

LOT 1 IN DEPOSITED PLAN 21374
AT COMO
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP21374

FIRST SCHEDULE

YENKTESH PERMAL REDDY (T 9086436)

SECOND SCHEDULE (4 NOTIFICATIONS)

---

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 A51208 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
3 3412255 LEASE TO ADEL HANNA, EXPIRES 30/6/2001
6243486 TRANSFER OF LEASE 3412255 LESSEE NOW XIAO XUE PENG
4 9086437 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 12/10/2023 11:47:09

Req:R916141 /Doc:DP 0021374 P /Rev:19-Feb-2019 /NSW LRS /Prt:31-May-2022 15:19 /Seq:1 of 2
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Plan Form No. 2 (for Deposited Plan)

Municipality of
Shire of Sutherland

D857892 2.7.48.

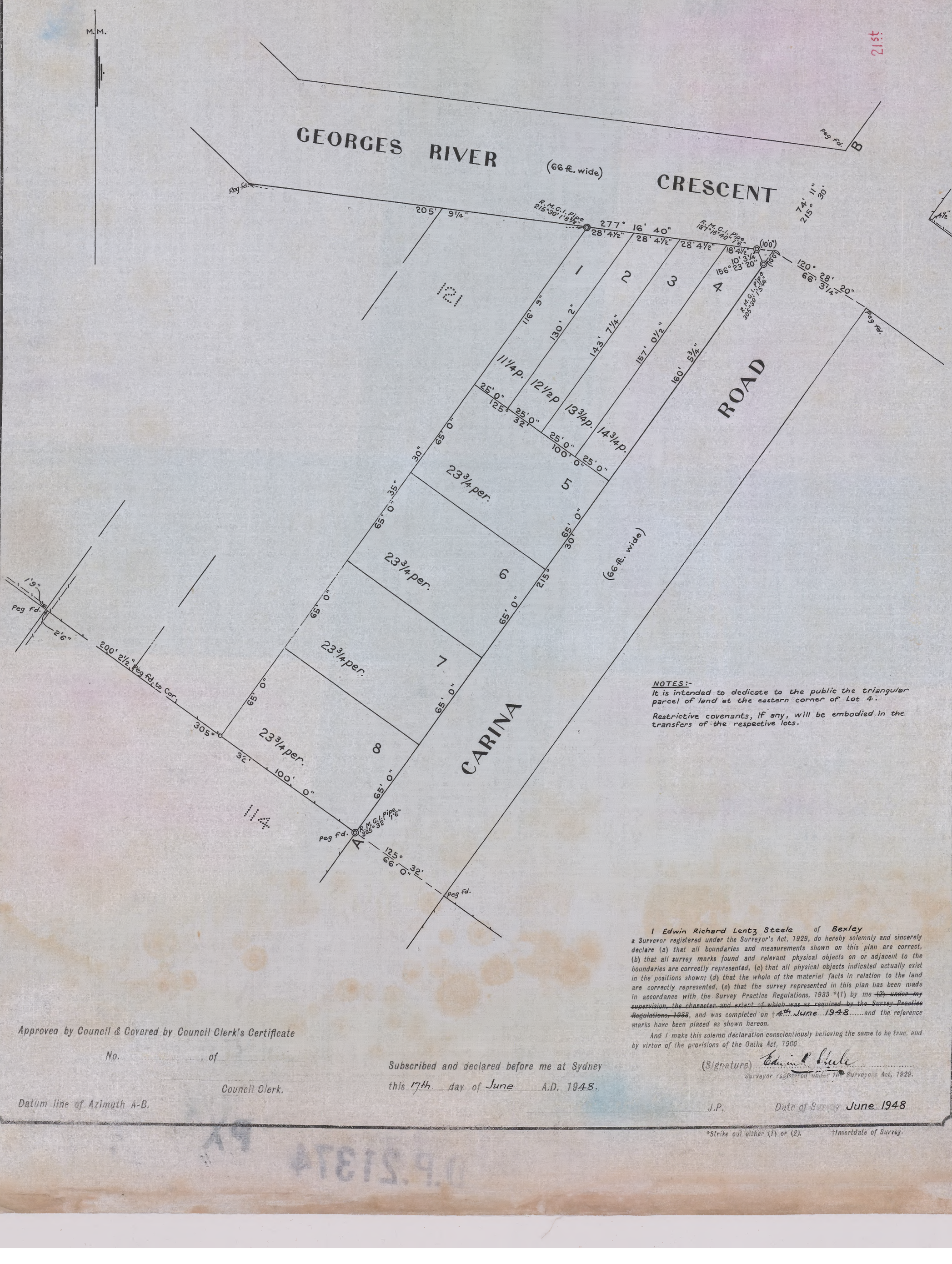
PLAN

of subdivision of Lot 120 Deposited Plan 6797

PARISH OF SUTHERLAND COUNTY OF CUMBERLAND

Scale:- 40 feet to an inch

21374 December 48 21st



NOTES:-
It is intended to dedicate to the public the triangular parcel of land at the eastern corner of Lot 4.

Restrictive covenants, if any, will be embodied in the transfers of the respective lots.

Approved by Council & Covered by Council Clerk's Certificate

No. ..... of .....

..... Council Clerk.

Datum line of Azimuth A-B.

Subscribed and declared before me at Sydney
this 17th day of June A.D. 1948.

..... J.P.

I Edwin Richard Lentz Steele of Bexley
a Surveyor registered under the Surveyor's Act, 1929, do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated actually exist in the positions shown; (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey represented in this plan has been made in accordance with the Survey Practice Regulations, 1933 *(1) by me ~~(2) under my supervision, the character and extent of which was as required by the Survey Practice Regulations, 1933~~, and was completed on †4th June 1948.....and the reference marks have been placed as shown hereon.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900

(Signature) Edwin R Steele .....
Surveyor registered under the Surveyors Act, 1929.

Date of Survey June 1948

*Strike out either (1) or (2). †Insert date of Survey.

D.P. 21374

Req:R916141 /Doc:DP 0021374 P /Rev:19-Feb-2019 /NSW LRS /Prt:31-May-2022 15:19 /Seq:2 of 2
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CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 21374

FEET	INCHES	METRES
1	5 3/4	0.451
1	6	0.457
1	8 3/8	0.518
1	8 5/8	0.524
1	9	0.533
2	6	0.762
10	-	3.048
10	3 1/4	3.131
18	4 1/2	5.601
25	-	7.620
28	4 1/2	8.649
65	-	19.812
66	-	20.117
66	3 1/4	20.199
74	11	22.835
100	-	30.480
116	9	35.585
130	2	39.675
140	7 1/4	42.856
143	7 1/4	43.771
157	0 1/2	47.866
160	5 3/4	48.914
200	2 1/2	61.024
205	9 1/4	62.719

AC	RD	P	SQ M
-	-	11 1/4	284.5
-	-	12 1/2	316.2
-	-	13 3/4	347.8
-	-	14 3/4	373.1
-	-	23 3/4	600.7

Req:R916143 /Doc:DL A051208 /Rev:03-Apr-2009 /NSW LRS /Pgs:ALL /Prt:31-May-2022 15:19 /Seq:1 of 4
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A 51208

A51208K

NEW SOUTH WALES.

MEMORANDUM OF TRANSFER.

REAL PROPERTY ACT 1900.

TWO POUNDS STAMPDUTY

NSW DEPARTMENT 23.12.12.G OF STAMP DUTIES

THE HOLT SUTHERLAND ESTATE COMPANY LIMITED (hereinafter called the Company) being registered as the proprietors for a term of 56 years from the 1st day of July 1899 under the memo of Lease Registered Number 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by memo underwritten or endorsed ~~or endorsed~~ hereon in consideration of the sum of £349-3-4 paid by John Alexander Bryce of North Sydney - Clerk to the Perpetual Trustee Company Limited the Australian Trustee of the Will of Thomas Holt late of Sydney pursuant to Section seven of the said Holt Sutherland Estate Act 1900 the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company Limited testified by the receipt hereto annexed signed by the Manager thereof Doth hereby in exercise and in pursuance of the power and direction in section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said John Alexander Bryce All the estate and interest of the registered proprietor in fee simple in the surface of All that parcel of land containing 13 acres 3 rds 33 perchs situate in the Parish of Sutherland County of Cumberland being part of the land comprised in Certificate of Title dated the Second day of May Nineteen hundred and seven Registered Volume 1776 folio 25 and in the said Lease No.50990 and being the surface of the whole of the land comprised in sublease No. 617304 (dated the 26th day of June 1911) from the Holt Sutherland Estate Coy Ltd to the said John Alexander Bryce And doth also transfer to the said John Alexander Bryce all the estate and interest of which it the said Holt Sutherland Estate Coy Ltd. is registered proprietor together with all its rights and powers in respect thereof as comprised in the said Lease No.50990 in and so far only as regards the land comprised in the said subleases No. 617304 except and reserving unto the said Coy and its assigns during the residue now unexpired of the term of the said lease No.50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the mines and premises next herein excepted and reserved in reversion immediately expectant on the said lease No.50990 (all of whom including the Perpetual Trustee Coy Ltd. and other the Australian Trustees or

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Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners all mines beds seams and veins of coal iron and other metals and minerals comprised in the said lease No.50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said mines seams and veins of coal iron and other metals and minerals and for such purpose to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed and excepting and reserving unto the reversioner and reversioners all metals and minerals not comprised in the said lease No.50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby appointed Together with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said John Alexander Bryce may become the registered proprie in fee simple of the surface lands comprised in the said sublease No. 617307 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 Provided always that the Coy and its assigns shall hold the residue of the lands comprised in the said lease No.50990 subject to all the provisoes conditions and agreements in the said Lease contained and on the part of the Coy to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the

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rent and other powers and reservations in the said Lease contained in all respects as if this transfer had not been made In Witness whereof the Common Seal of the Holt Sutherland Estate Coy Ltd was hereunto affixed at Sydney the twenty seventh day of November in the year 1912

The Common Seal of the Holt Sutherland Estate Co. Ltd. was affixed hereto by the Directors present at a meeting of The Board of Directors of that Coy. held this twenty seventh day of November 1912 and such Directors thereupon signed this transfer in the presence of

H. I. Sutherland Directors
E. Simpson

M. Maxwell Secretary

Accepted and I hereby certify this transfer to be correct for the purposes of the R. P. Act.

Signed in my presence by the said John Alexander Bryce who is personally known to me

J. Alex. Bryce

Geo. D. Kerr

Transferee.

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A051208 Memorandum of Transfer

13ac 3rd 33per Lots 38+42
DP 6153 near Caravan Head
Shire of Pt Sutherland

Resng mins &c

Holt Sutherland Estate Coy Ltd Transferors

John Alexander Bryce Transferee

Particulars entered in Register Book Volume 1776 Folio 75 the 22nd September 1913 at 4 o'clock in the afternoon

Registrar General

REGISTRAR GENERAL NEW SOUTH WALES

24 SEP. 1913

	DATE.	
SENT TO SURVEYOR'S BRANCH	15.9.13	
RETD FROM RECORDS	15.9.13	
RETURNED	16 do	
RETURNED	17 do	
TO RECORDS REQUISITN.		
TO RECORDS REGISTR.		
RETURNED	20.9.13	
TO RECORDS	SEP 25 1913	
RETURNED	24.9.13	
RETURNED	29.9.13	
RETURNED	2.10.13	

2407 91

REF 30 OCT. 1913

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24 SEP. 1913

RECD 12 SEP 1913 10.38 AM

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97-07L

LEASE

Real Property Act, 1900

3412255 Q

Office of State Revenue use only

OFFICE OF STATE REVENUE
1996/97 STAMP DUTY (N.S.W. TREASURY) P26
DUTY $ 245.00 1ST REC Nº 2013/9909

(A) **PROPERTY LEASED**

Show no more than 20 References to Title.
Specify the part or premises if appropriate.

FOLIO IDENTIFIER 1/21374

(B) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone
602T	PHILLIPS FOX LAWYERS
	REFERENCE (max. 15 characters): RAB 8990JT

(C) **LESSOR** WAYNE DARREN LOVETT

(D) The lessor leases to the lessee the property described above subject to the following **ENCUMBRANCES**

1. ..... 2. ..... 3. ..... 4. .....

(E) **LESSEE** ADEL HANNA

(F) as joint tenants/tenants in common

(G) 1. **TERM:** Four (4) years

2. **COMMENCING DATE:** 1 July 1997

3. **TERMINATING DATE:** 30 June 2001

4. With an **OPTION TO RENEW** ~~for a period of ~~ ~~set out in~~ see Clause 12 of the Annexure

~~5. With an **OPTION TO PURCHASE** set out in ~~

~~6. Together with and reserving the **RIGHTS** set out in ~~

7. Incorporates the provisions set out in **ANNEXURE** hereto.

~~8. Incorporates the provisions set out in **MEMORANDUM No.** ~~ ~~filed in the Land Titles Office.~~

☞ **INSTRUCTIONS FOR FILLING OUT THIS FORM ARE AVAILABLE FROM THE LAND TITLES OFFICE**

CHECKED BY (office use only)

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(H) We certify this dealing correct for the purposes of the Real Property Act, 1900 **DATE OF EXECUTION** 1.7.97

Signed in my presence by the lessor who is personally known to me

L M Adams
Signature of Witness

L.M. ADAMS
Name of Witness (BLOCK LETTERS)

16 Coolgardie Pl Sutherland
Address of Witness

W Smith
Signature of Lessor

Signed in my presence by the lessee who is personally known to me

Stephen Cheng
Signature of Witness

STEPHEN CHENG
Name of Witness (BLOCK LETTERS)

93A Georges River Cr, Oyster Bay, 2225.
Address of Witness

A. Hanna
Signature of Lessee

(I) I solemnly and sincerely declare that the time for the exercise of the Option to Renew/Purchase in expired lease No. .....
has ended and the lessee under that lease has not exercised the option.
I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act, 1900.
Made and subscribed at ..... in the State of ..... on ..... 19.....
in the presence of

.....
Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address of Witness

.....
Signature of Lessor

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ANNEXURE Base date 30.6.97

RENT: -

1. The minimum rent shall be the amount set out in Item 1 of the Schedule and shall be payable by equal calendar monthly instalments in advance, the first such payment to be made on the date of the commencement of this lease, and thereafter on the same day of each and every month.

2. If, at the expiration of twelve (12) months' from the commencement of this lease and thereafter on the corresponding day in each and every year (hereinafter called the "anniversary date") during the term hereby granted or any extension or renewal thereof the Consumer Price Index All Groups for Sydney - Base year 1996-97 = 100 (hereinafter called "the Index") last published by the Commonwealth Statistician in the Monthly Review of Business Statistics prior to that date shall be greater than the Index last published prior to the commencement hereof then in that event that Lessee will during the ensuing year pay to the Lessor in lieu of the minimum rent a rent determined by multiplying the rent at the commencement of this Lease by a fraction of which the numerator shall be the index last published prior to the said anniversary date or on the corresponding day in any subsequent year as the case may be and the denominator shall be the index last published prior to the commencement hereof and the substituted rent so calculated shall be paid by the Lessee to the Lessor by equal monthly payments in advance in the same manner and on the same dates as payment of the minimum rent would otherwise have been payable.

   2A. Further to the provisions of clause 2 of this lease in the event that there is any suspension or discontinuance of the Consumer Price Index by the Commonwealth Authorities then Index Number shall mean such Index published at the date hereof and at the time of variation of the rental in the said Commonwealth Statisticians Summary of Australian Statistics which reflects fluctuations of the cost of living in Sydney and which the parties may mutually agree upon and if they are unable to agree then such variation of rental shall be by reference to such Index or in such amount as may be determined by the President at the relevant time of the Australian Institute of Valuers (NSW Branch) or some person nominated by him whose decision shall be conclusive and binding. The cost of any determination by a valuer shall be paid by the Lessee.

3. The Lessee hereby covenants with the Lessor as follows:-

   A. To pay the rent hereby reserved at the times and in the manner aforesaid and to pay all increases of rent determined under this Lease;

   B. In addition to the rent hereby reserved and the instalments thereof the Lessee shall in respect of each year or part of the year of the Lease reimburse and pay to the Lessor the Lessee's proportion

Warrnambool

A. Hanna

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of any rates and other expenses relative to such year or part. Such proportion shall be calculated and paid as follows:

(a) For the purpose of this Clause:-

(i) "Rates and Taxes" shall mean and include all rates taxes charges assessments duties and fees of any public municipal government or semi-government body authority or department levied assessed or charged in respect of the Building and the said land.

(ii) All rates and taxes irrespective of the period of which they are levied assessed or charged shall be deemed to accrue from day to day and shall be apportioned in respect of time accordingly.

(iii) For the purposes of this clause "Land Tax" shall refer such sum as would payable by the lessor under the Land Tax Management Act if the said land on which the demised premises are erected were the only land owned by the lessor at any relevant date.

(iv) "Other expenses" shall mean and include:-

(aa) All insurances on the Building or any part or parts thereof or any equipment or appliances therein or any land appurtenant to the building in respect of fire explosion storm tempest damage by aircraft and by impact loss of rent landlord's fixtures and fittings plate glass insurance temporary shuttering shop fronts show case frames and fittings sign writing and ornamentation, riot civil commotion hail and/or windstorm and/or flood earthquake property owner's liability is such sum as the Lessor may from time to time determine and against such other risks as the Lessor may from time to time require.

(bb) Costs of maintenance contracts managing the Building and operating or providing any of the services therein for the time being operated or provided including but without limiting the generality of the foregoing lift services costs of cleaning of common areas and waste removal services.

(cc) The charges for and costs of caretaking supervising and maintaining the Building and all the services therein in first class order and repair.

A. Hamm

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(dd) The charges for lighting and power incurred in connection with the common areas.

(ee) In the event that during the continuance of this lease the building of which the demised premises forms part becomes a building comprising strata units pursuant to the provisions of the Real Property Act, 1900 and being Strata Title (Strata Title Act, 1973), the charges levied from time to time by the body corporate for the administrative and sinking fund in respect of the lots comprised in the strata scheme and any common property attached thereto.

(b) The Lessee's proportion of such rates, taxes and other expenses as aforesaid shall be the percentage set out in Item 2 of the Schedule.

4. If the whole or any part of the Building shall be destroyed or damaged by fire flood lightning storm tempest or other disabling cause so as to render the demised premises during the term substantially unfit for the use and occupation of the Lessee or so as to deprive the Lessee of substantial use of the same or so as to render the rebuilding or reconstruction of the Building in its previous form impracticable or undesirable in the opinion of the Lessor then:

A. This Lease may be terminated without compensation by either the Lessor or the Lessee by notice in writing to the other PROVIDED ALWAYS that in the latter case the Lessor shall have failed to rebuild or reinstate the demised premises within a reasonable time after notice in writing from the Lessee.

B. Any such termination as aforesaid shall be without prejudice to the rights of either party in respect of any antecedent breach matter or thing.

C. Nothing herein contained implied shall be deemed to impose any obligation upon the Lessor to re-build or reinstate or make fit for occupation the demised premises.

D. Upon the happening of any such damage or destruction as aforesaid the total yearly rent hereby reserved or proportionate part thereof according to the nature and extent of the damage sustained shall abate and all or any remedies for the recovery of such rent or such proportionate part thereof shall be suspended until the demised premises shall have been rebuilt or reinstated or made fit for the occupation and use of the Lessor or until the Lease shall be terminated pursuant to the provisions of sub-paragraph A hereof as the case may be.

E. In the event of any dispute arising out of this sub-clause the same shall be referred to arbitration under the provisions of the laws for the time being in force in the State of New South Wales.

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USE OF DEMISED PREMISES BY LESSEE:-

5. The Lessee further covenants with the Lessor as follows:-

A. That the Lessee shall not use or permit, suffer or allow the said premises or any part thereof to be used except for the purpose of conducting the business stated in Item 3 of the Schedule.

PROVIDED HOWEVER that the Lessor makes no warranties as to the suitability of the premises for such purpose and the Lessee shall at its own expense obtain the approval of the Council of the relevant Municipality or Shire and any other relevant local, public government or semi-government authority to occupy the demised premises for the purpose permitted herein AND the Lessee shall meet such outgoings and expenses as shall be incurred as a result of applying to the said Council and Authorities for such approval and in complying with the requirements of the said Council and the said Authorities so as to obtain such approval.

B. The Lessee will not during the continuance of this Lease assign transfer demise sub-let or part with or share the possession of or grant any licence affecting or mortgage charge or otherwise deal with or dispose of the demised premises or any part hereof or by any act or deed procure the demised premises or any part thereof to be assigned transferred demised sub-let unto shared or put into possession of any person or persons without the consent in writing of the Lessor which consent shall not be unreasonably withheld where the Lessee not being in default of the covenants and agreements on the Lessee's part herein contained proposes to assign or sublease to an assignee or sublessee who proves to the satisfaction of the Lessor that he is a respectable responsible and solvent person capable of adequately carrying on the business proposed to be carried on by him in the demised premises and who enters into a covenant with the Lessor in the form required by the Lessor that he will duly perform and keep the covenants and agreements on the Lessee's part herein contained and who pays to the Lessor its costs and disbursements of and incidental to the giving to its consent PROVIDED THAT in the event that the proposed lessee or assignee or sub-lessee is a Company, the Lessee shall ensure that, and it shall be a pre-condition of the assignment, transfer or sub-lease, the performance by the proposed transferee, assignee or sub-lessee of the terms of this lease shall be guaranteed by at least two natural persons to prove to the reasonably satisfaction of the Lessor that they are respectable, responsible and solvent and are persons capable and adequate to carry on the business proposed to be carried on by the Company in the demised premises and who are capable of performing and keeping the covenants and agreements on the Lessees part herein contained AND PROVIDED FURTHER THAT

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for the purposes of this clause if the Lessee is a company then any change in the legal or beneficial ownership of any shares in the Lessee so that more than fifty percent (50%) of such shares are legally or beneficially owned by shareholders other than shareholders at the date hereof shall be an assignment of this Lease requiring the Lessor's approval.

C. The Lessee will not at any time during the continuance of this Lease:

(a) Use exercise or carry on or permit or suffer to be used exercised or carried on in or upon the demised premises or any part hereof any noxious, noisome or offensive act trade business occupation or calling; or

(b) Do or omit or permit or suffer to be done or omitted any act matter or thing whatsoever in upon or about the demised premises or the building or any part thereof which is or shall or may be or grow to the annoyance nuisance grievance damage or disturbance of the other lessees tenants or occupiers of the Building or persons otherwise lawfully therein or occupiers or owners of any adjacent premises.

D. The Lessee shall not place or suffer to be placed or maintained on any exterior door, wall or window of the said premises any sign, awning or canopy or advertising matter or other structure or thing of any kind, without the approval of the Lessor first obtained and will not place or maintain any decoration lettering oar advertising matter of a permanent or semi-permanent nature on the glass of any window or door of the said premises without the written approval of the Lessor first obtained but such approval shall not be unreasonably withheld in the case of normal advertising signs required for the purpose of the Lessee's business. The Lessee shall maintain any such works or signs approved by the Lessor in good repair and condition at all times and will upon vacating the premises remove the same and make good any damage or disfigurement caused thereby or by the removal thereof to the satisfaction of the Lessor.

E. The Lessee will not without the consent in writing of the Lessor (which consent shall not be unreasonably withheld) erect or place upon within or without the demised premises any radio or television aerial or antenna or any loudspeakers screens or similar devices or equipment and will not without the like consent use or permit to be used any radio gramophone television or other like media or equipment likely to be heard or seen from outside the demised premises PROVIDED HOWEVER that any consent so given as aforesaid may at any time be withdrawn where the Lessor reasonably so determines having regard to the interest of the Building as a whole and/or the rights or interests of

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other tenants occupiers or persons lawfully therein.

F. The Lessee will pay all charges for gas oil and water separately metered and consumed in or on the demised premises and will also pay all charges in respect of any telephone services connected to the demised premises and all other charges and impositions imposed by any public utility or authority for the supply of any service separately supplied to the demised premises and will punctually and duly pay all trade creditors and other persons supplying goods and services to the Lessee in the carrying on of the Lessee's business upon the demised premises.

G. Where any plant machinery or equipment for heating cooling or circulating air (herein called "air-conditioning plant") is provided or installed in the Building or the demised premises by the Lessor:-

(a) The use operation and control of such air-conditioning plant shall at all times be at the discretion of the Lessor but the Lessor shall not be under any liability to the Lessee or any other person by reason of any inability or failure to operate control or maintain such plant at any time or times for any reason.

(b) The Lessee will at all times comply with and observe the reasonable requirements of the Lessor in regard to such plant and will not do or permit to be done anything in relation to the same or otherwise in relation to the use or ventilation of the demised premises which might interfere with or impair the efficient operation of such plant in the demised premises or the Building.

H. The Lessee will at all times during the term of the Lease keep the demised premises open for trade during the usual business hours operating in the Building and conduct the Lessee's business or profession therein at all times in good faith and in accordance with the best methods and in a reputable manner and will not commit or suffer or permit any illegal or unlawful act to be committed or performed or done on the demised premises.

I. The Lessee shall at all times comply with the requirement of Telecom Australia in regard to any telephone or telephones installed in the premises and will not use same for any illegal purpose and upon the expiration or sooner determination of the said term shall sign and complete such forms as may be necessary for the cancellation of the service and shall produce to the Lessee the official receipt of Telecom showing that all amounts properly chargeable against the Lessee have been paid in full. The Lessee shall be responsible for the safe keeping maintenance and repair of the telephone equipment installed in the premises and shall on demand pay to the Lessor any sum charged to the Lessor for the

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repair removal re-location alteration or addition to such equipment.

REPAIRS, ALTERATIONS, ADDITIONS AND MAINTENANCE:-

6. The Lessee further covenants with the Lessor as follows:-

A. The Lessee will during the whole of the said term and otherwise so long as the Lessee may remain in possession or occupation when where and so often as need shall be maintain repair and keep the whole of the demised premises in good and substantial repair working order and condition (having regard to the condition at the commencement of the Lease) and particularly all machinery plant equipment fixtures and things thereto belonging or which at any time during the term or possession or occupation as aforesaid shall be erected therein or thereon or be part thereof damage by fire flood lightning storm tempest Act of God war damage and reasonable wear and tear only excepted PROVIDED HOWEVER that nothing herein contained shall impose any obligation upon the Lessee to do any work of a structural nature except such as may be occasioned by the act neglect or default of the Lessee or by its use or occupancy of the demised premises.

B. The Lessee will at the expiration or sooner determination of this Lease peaceably surrender and yield up into the Lessor the whole of the demised premises and every part thereof in good and substantial repair order and condition in all respects (having regard to their condition at the commencement of the Lease) and clean and free from rubbish damage by fire flood lightning storm tempest Act of God war damage and reasonable wear and tear only excepted.

C. The Lessee will without affecting the generality of the preceding sub-clauses A. and B. of this clause at the Lessee's expense:-

(a) So often as the Lessor may reasonably require but at intervals of not less than three years during the term paint colour and paper with materials and to standards reasonably determined by the Lessor all parts, inside of the demised premises which have or ought to have been painted coloured or papered.

(b) Cause the demised premises to be kept clean and free from dirt and rubbish and particularly shall store and keep all trade waste trash garbage in proper receptacles and arrange for the regular removal thereof from the demised premises.

(c) Keep and maintain clean and in good order repair and condition all fittings plant furnishings and equipment of the Lessee.

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(d) From time to time make good any breakage defect or damage to the common parts or to any adjoining premises or any facility or appurtenance thereof occasioned by want of care misuse or abuse on the part of the Lessee on the Lessee's servants agents contractors or sub-contractors sub-tenants or other persons claiming through or under the Lessee or otherwise occasioned by any breach or default of the Lessee hereunder or under any rules or regulations of the Lessor made pursuant hereto.

(e) From time to time immediately repair and replace all broken glass with glass of the same or similar quality and all damaged or broken heating lighting electrical equipment and plumbing installed upon the demised premises.

(f) From time to time forthwith comply with all statutes ordinances proclamations orders or regulations present or future affecting or relating to the use of the demised premises and with all requirements which may be made or notices or orders which may be given by any governmental semi-governmental city municipal health licensing civic, or any other authority having jurisdiction or authority over or in respect of the demised premises or the user thereof and will keep the Lessor indemnified in respect of all such matters in this approach referred to PROVIDED ALWAYS that the Lessee shall be under no liability in respect of any structural alterations the requirement for which was not caused or contributed to by the Lessee's use or occupation of the demised premises.

D. Subject to the provisions of paragraph F of this clause the Lessee will not without the previous consent in writing of the Lessor make any alteration or addition in or to the demised premises or any part thereof and shall in the course of such alterations or addition made with consent of the Lessor observe and comply with requirements of the Lessor and public authorities.

E. Without affecting the generality of the preceding paragraph hereof the Lessee particularly will not without such consent install any water gas or electrical fixtures equipment or appliances or any apparatus for illuminating air-conditioning heating cooling or ventilating the demised premises nor mark paint or drill or in any way deface any walls ceilings partitions floors wood or other part of such premises.

F. The Lessee will not without the consent in writing of the Lessor (which consent shall not be unreasonably withheld) install any partitioning work and/or any equipment or other installation unless the same be approved by the Lessor and installed at the

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Lessee's costs by the Lessor or such persons nominated or approved by it.

G. Unless otherwise agreed in writing by the parties hereto all such partitioning work and such installations shall remain the property of the Lessee who shall be responsible for all maintenance thereof and in the case of plant and equipment for the repair and running costs thereof and such partitioning work and/or installations may and if so required by the Lessor shall be removed by the Lessee at or immediately prior to the expiration of the Lease but the Lessee shall upon such removal do no damage to the demised premises and shall reinstate the same to the condition they were in prior to such installation.

H. The Lessee will not bring upon the demised premises any heavy machinery or other plant or equipment unless reasonably necessary or proper for the conduct of the Lessee's use of the demised premises herein provided and in no event shall any such machinery plant or equipment be of such nature or size as to cause or in the reasonable opinion of the Lessor be likely to cause any structural or other damage to me floors or walls or any other parts of the demised premises or the common parts. Before bringing any such equipment upon the demised premises or the common parts the Lessee shall inform the Lessor of the Lessee's intention so to do and the Lessor may direct the routing installation and location of all such machinery plant and equipment and the Lessee shall observe and comply with all such directions.

I. The Lessor and its agents may at all reasonable times upon giving to the Lessee reasonable notice (except in case of emergency when no notice shall be required) enter upon the demised premises and view the state of repair thereof and may serve upon the Lessee a notice in writing of any defect for the repair of which the Lessee may be responsible hereunder requiring the Lessee within a reasonable time to repair the same and in default of the Lessee so doing it shall be lawful for the Lessor from time to time to enter and execute the required repairs as if it were the Lessee and for the purpose the Lessor its architects contractors workman and agent may enter upon the whole or any part of the demises premises and there remain for the purpose of doing erecting or affecting any such thing AND any expenses and costs of carrying out such work shall forthwith be payable by the Lessee to the Lessor.

J. The Lessee will permit the Lessor at all times on reasonable notice to carry out repairs renovations maintenance modifications extensions or alterations to the demised premises or to any part thereof or to the Building or any part thereof deemed necessary or desirable by the Lessor and for any of those purposes to enter the demised premises or the Building.

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K. If at any time during the said term any authority having jurisdiction or authority over or in respect of the demised premises or the user thereof requests requires notifies or orders any structural alterations realterations additions conversions improvements or other works to be made to the demised premises which the Lessor elects to do during the term including any holding over period and for which the Lessee is not liable under its covenants herein contained the Lessor its architects contractors workman servants and others and the servants and workmen of any of its contractors may enter into and on the demised premises at all times for the purpose of making any such structural alterations additions conversions improvements or other works or any of them as aforesaid.

L. The Lessee shall not use nor permit nor suffer to be used the lavatories toilets sinks and drainage and other plumbing facilities in the demised premises or the common parts for any purposes other than those for which they were constructed or provided and shall not deposit or permit to be deposited therein any sweepings rubbish or other matter and any damage thereto caused by misuse shall be made good by the Lessee forthwith.

M. The Lessee will take all reasonable precautions to keep the demised premises free of rodents vermin insects pests birds and animals and in the event of failing so to do will if so required by the Lessor but at the cost of the Lessee employ from time to time or periodically pest exterminators approved by the Lessor.

N. The Lessee will in the event of any infectious illness occurring in the demised premises forthwith give notice thereof to the Lessor and to the proper Public Authorities and at the expense of the Lessee will thoroughly fumigate and disinfect the demised premises to the satisfaction of the Lessor and such public authorities and otherwise comply with their reasonable and lawful requirements in regard to the same.

O. The Lessee will give to the Lessor prompt notice in writing of any accident to or defect or want of repair in any services to or fittings in the demised premises and of any circumstances likely to be or case any danger risk or hazard to the demised premises or to the Building or any person therein.

P. That the Lessee shall keep and maintain all light fittings in proper working order and condition and replace all tubes and parts thereof needful for the affective operation and use thereof.

INSURANCES:-

7. The Lessee further covenants with the Lessor that:-

A. The Lessee will effect and keep effected in respect of the demised

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premises an adequate public risk policy at all times during the continuance of this Lease.

B. The Lessee will insure in the joint names of the Lessor and the Lessee and in such amount (not being less than the full insurable value) and against such risks as the Lessor may require all plate glass windows and doors upon the demised premises.

C. The Lessee will not any time during the said term do permit or suffer to be done any act matter or thing upon the demised premises whereby any insurance in respect thereof may be vitiated or rendered void or voidable or (except with the approval in writing of the Lessor) whereby the rate of premium on any insurance shall be liable to be increased.

D. (a) Without prejudice to the generality of the preceding sub-clause the Lessee will not (other than in accordance with the specified use of the demised premises approved by the Lessor) store chemicals inflammable liquids acetylene gas or alcohol volatile or explosive oils compounds or substances upon the demised premises and will not use any of such substances or fluids in the demised premises for any purpose other than is necessary for the normal conduct of the Lessee's business or profession.

(b) The Lessee will from time to time as and when required by notice in writing from the Lessor pay all extra premiums of insurance of the demised premises and its contents if any be required on account of extra risk caused by the use to which the demised premises are put by the Lessee and approved by the Lessor.

(c) The Lessee will comply with insurance sprinklers and/or fire alarm regulations in respect to any partitions which may be erected by the Lessee upon the demises premises and the Lessee will pay to the Lessor the cost of any alterations to the sprinklers and/or fire alarm installation which may become necessary by reason of the non-compliance by the Lessee with the regulations of the Fire and Accident Underwriters' Association of the requirements of the Insurer.

E. All policies of insurance liable or required to be effected by the Lessee hereunder whether in respect of the property or risk either of the Lessor or Lessee shall be taken out with an Insurance Office or Company approved by the Lessor.

F. The Lessee will in respect of any policy of insurance to be effected by the Lessee hereunder if required by the Lessor forthwith produce to the Lessor the policy of insurance and the receipts for the last premiums.

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INDEMNITIES ETC:-

8. The Lessee further covenants with the Lessor that:-

A. The Lessee agrees to occupy use and keep the demised premises at the risk of the Lessee and hereby releases in the full extent permitted by law the Lessor and its agents servants contractors and employees from all claims and demands of every kind resulting from any accident damage or injury occurring therein and the Lessee EXPRESSLY AGREES that the Lessor shall have no responsibility or liability for any loss of or damage to fixtures or personal property of the Lessee.

B. The Lessee will and does hereby indemnify the Lessor from and against all actions claims demands losses damage costs and expenses for which the Lessor shall or may be or become liable in respect of or arising from:-

(a) The negligent use misuse waste or abuse by the Lessee of any servant agent sub-tenant of or any other person claiming through or under the Lessee of the water gas electricity oil lighting and other services and facilities of the demised premises or the Building .

(b) Overflow or leakage of water (including rain water in or from the demised premises but having origin within the demised premises or caused or contributed to by any act or omission on the part of the Lessee his servants agents sub-tenants or other persons as aforesaid.

(c) Loss damage or injury from any cause whatsoever to property or person caused or contributed to by the use of the demised premises by the Lessee or any servant agent sub-tenant or other person as aforesaid.

(d) Loss damage or injury from any cause whatsoever to property or person within or without the demised premises or the Building occasioned or contributed to by any act omission neglect breach or default of the Lessee or any servant agent contractor or sub-contractor sub-tenant or other person as aforesaid.

COVENANTS BY THE LESSOR (QUIET ENJOYMENT, HOLDING OVER, REMOVAL OF LESSEE'S FIXTURES):-

9. The Lessor further covenants with the Lessee that:-

A. The Lessee paying the rent hereby reserved and duly and punctually observing and performing the covenants obligations

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and provisions in this Lease on the part of the Lessee to be observed and performed shall and may peaceably possess and enjoy the demised premises for the term hereby granted without any interruption or disturbance from the Lessor or any other person or persons lawfully claiming by from or under the Lessor.

B. In the event of the Lessee holding over after the expiration or sooner determination of the term granted by this demise with the consent of the Lessor the Lessee shall become a monthly tenant only of the Lessor at a monthly rental equivalent to a monthly proportion of the total annual rent (and expenses, if applicable) payable by the Lessee hereunder at the expiration or sooner determination of such term and otherwise on the said terms and conditions mutatis mutandis as those herein contained so far as applicable.

C. The Lessee may at or prior to the expiration of the Lease take remove and carry away from the demised premises all fixtures fittings plant equipment of other articles upon the demised premises in the nature of trade or tenants' fixtures brought upon the premises by the Lessee but the Lessee shall in such removal do no damage to the demised premises or shall forthwith make good any damage which the Lessee may occasion thereto and shall remove all rubbish and shall leave the premises in a clean state and condition.

DEFAULT, TERMINATION, ETC:-

10. A. This is expressly agreed between the parties that the Lessee covenants in:-

(i) Clause 1 hereof to pay rent;
(ii) Clause 2 hereof or any other clause in this Lease referring to the payment of an adjusted rent;

are fundamental terms of this Lease PROVIDED THAT the presence of this Clause in this Lease shall not mean or be construed as meaning that there are no other essential and fundamental terms in this Lease. The amount determined in such covenants as being payable by the Lessee to the Lessor will hereinafter in this Clause be called "the total rent". In the event that the total rent or any part thereof shall be unpaid for the space fourteen (14) days after the due date for payment thereof although no formal or legal demand shall have been made therefore then the Lessor shall be entitled:

(a) at any time thereafter without notice or demand to re-enter the premises or any part thereof in the name of the whole and thereby determine the estate of an interest of the Lessee and expel and remove the Lessee and those claiming under him; and

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(b) at any time after such termination to recover damages from the Lessee in respect of his breach of any of the covenants to pay the total rent or pay part thereof including but without limiting the generality of the foregoing arrears of the total rent as well as the deficiency if any arising on re-letting the premises and all expenses of and incidental to such breach and any such re-letting or any attempted re-letting.

B. The Lessor and the Lessee covenant and agree that on each and every occasion on which the Lessee omits or neglect to pay any money or to do or effect anything which the Lessee has herein covenanted to pay do or effect then it shall be lawful for but not obligatory upon the Lessor (and without prejudice to any rights and powers arising from such default) to pay such money or to do or effect such thing by itself its architects agents contractors and workmen as if it were the Lessee and for that purpose the Lessor its architects contractors workmen and agents may enter upon the whole or any part of the demised premises and there remain for the purpose of doing or effecting any such thing and the Lessor may recover the amount expenses and costs of such payment doing or effecting forthwith.

C. The Lessor and the Lessee covenant and agree that without prejudice to the rights powers and remedies of the Lessor otherwise under this Lease the Lessee will pay to the Lessor interest at the rate of ten per centum (10%) per annum on any moneys due but unpaid for fourteen (14) days by the Lessee to the Lessor on any account whatsoever pursuant to the Lease such interest to be computed from the due date for the payment of the moneys in respect of which the interest is chargeable until payment of such moneys in full and to be recoverable in like manner as rent in arrears.

GENERAL:-

11. The Lessor and the Lessee further covenant and agree:-

A. That no waiver by the Lessor of one breach of any covenant obligation or provision in this Lease contained or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in this Lease contained or implied.

B. That without prejudice to any other means of giving notice any notice required to be served hereunder shall be sufficiently served on the Lessee if served personally or if left addressed to the Lessee on the demised premises or forwarded to the Lessee by prepaid post to the last known place of business or abode of the Lessee and shall be sufficiently served on the Lessor if served personally or if

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addressed to the Lessor and left at or sent by prepaid post to the Lessor's registered office for the time being or last known place of business or abode and a notice sent by post shall be deemed to be given at the time when it ought to be delivered in due course of post.

C. Without in any manner limiting any specific provision in this Lease in relation to the costs and expenses hereinafter mentioned the Lessee shall pay to the Lessor on demand all stamp duty and all the Lessor's legal costs charges and expenses of and incidental to the preparation completion stamping and registration of this Lease and of any assignment or sub-letting and of any surrender and other termination thereof otherwise then by effluxion of time and in case of default by the Lessee in performing or observing any covenants herein contain or implied the Lessee shall pay to the Lessor all legal and other costs charges and expenses for which the Lessor shall become liable in consequence of or in connection with such default AND all the abovementioned costs and expenses shall be recoverable by the Lessor from the Lessee as a debt or liquidated demand.

D. That the Lessee will at all reasonable times permit the Lessor to exhibit to prospective tenants or purchasers the demised premises and will at all times within the three months immediately preceding the termination of this Lease allow the Lessor to affix and exhibit where the Lessor shall think fit at any time the usual "For Sale" and the usual" To Be Let" notice and in each case with the name and address of the Lessor and/or his agents thereon and the Lessee will not remove any such notice without the written consent of the Lessor.

E. That nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of partnership or of principal and agent or of joint venture between the parties herein it being understood and agreed that neither the method of computation of rent nor any other provision contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of the Lessor and Lessee upon the terms and conditions only as provided in this Lease.

F. In any case where pursuant to these presents or to any rule or regulation made hereunder the doing or executing of any act matter or thing by the Lessee is dependant upon the consent or approval of the Lessor such consent or approval may be given or withheld by the Lessor it is absolute uncontrolled discretion unless otherwise provided.

G. The covenants provisions terms and agreements contained herein expressly or by statutory implication cover and comprise the whole of the agreement between the parties and the parties

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expressly agree and declare that no further or other covenants agreements provisions or terms whether in respect of the demised premises or otherwise shall be deemed to be implied herein or to arise between the parties by way of collateral or other agreement by reason of any promise representation warranty or undertaking given or made by either party to the other on or prior to the execution hereof and the existence of any such implication or collateral or other agreement is hereby negatived.

H. The captions headings and clause numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the clauses of this Lease nor in any way affect this Lease.

I. That the covenants powers and provisions implied in Leases by Section 133 and 133A of the Conveyancing Act, 1919 as amended shall not apply to and are hereby excluded from this Lease.

OPTION:-

12. If:-

A. The Lessee shall desire to take a further Lease of the premises for the term described in Item 4 of the Schedule hereto commencing on the day following the last day of the term of this Lease.

B. The Lessee, at any time not later than ninety (90) days prior to the last day of the term of this Lease, gives to the Lessor written notice of such desire.

C. On the date on which such notice is given and on the last day of the term hereof there are no unremedied breaches of any of the terms covenants provisions and conditions contained herein and on the part of the Lessee to be performed and observed being breaches which have not been waived in writing given by the Lessor to the Lessee.

Then:-

D. The Lessor will at the cost of the Lessee lease the demised premises to the Lessee for the said further term at a rental being the then current market rental for premises comparable with the demised premises, to be mutually agreed upon by the Lessor and the Lessee and failing agreement within one (1) month of the date of the giving of such notice then at a rental to be determined by a valuer nominated by the Lessor, which valuer shall determine conclusively the then current market rental of the demised premises based on the current market rental for premises comparable with the demised premises for the first year of the further term and the rental for the balance of the said further term shall be the amount so determined by the valuer increased by the

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Consumer Price Index as calculated in accordance with this Lease each year for each of the remaining years of the said further term PROVIDED THAT if after the performance of such valuation the rental so determined as the current market rental is an amount which is less than the rental payable in the last year of the initial term then the rental payable in the first year of the said further term shall be the rental paid in the last year of the initial term increased by the Consumer Price Index as calculated in accordance with this Lease and the said determination shall be given by the valuer as an expert and not as an arbitrator and his fees shall be paid by the Lessee, and the remaining covenants and conditions of such new lease shall be the same as the covenants and conditions contained in this lease except that this condition shall not be contained in the term of the new lease to the extent that should the Lessee exercise his option hereunder the final term of the lease shall expire on 30 June 2005

INTERPRETATION:-

13. In the interpretation of this Lease except to the extent that such interpretation shall be excluded by or be repugnant to the context:-

A. "Lessor" means and includes the Lessor its successors and assigns.

B. "Lessee" means and includes the Lessee and its successors and assigns.

C. "Premises" means the property hereby demised and every covenant power and provision herein contained or implied relating to the premises shall relate to the whole and every part thereof.

D. The masculine gender shall include the feminine gender and vice versa and "person" shall include a corporation and vice versa.

E. Words importing the singular or plural number include the plural and singular number respectively.

F. Covenants binding more than one Lessee or more than one Lessor bind them and any two or greater number of them jointly and each and every of them severally.

14. The Guarantors acknowledge that the Lessor agreed to grant this lease to the Lessee at the request of the Guarantors in consideration of this guarantee. The Guarantors guarantee payment rent and the performance of the Lessees covenants and obligations under this lease on the following basis:-

A. After the Lessee has defaulted for a period exceeding fourteen (14) days any covenant or obligation under the Lease (which has not been waived by the Lessor), the Lessor may require the Guarantors

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to pay the Lessors the rent, and to compensate the Lessor in respect of the Lessee's breaches or defaults.

B. This is a continuing guarantee and the Lessor Against the Guarantors is not affected by any of the following:-

(i) Any indulgence or extension of time by the Lessor to the Lessee or to the Guarantors;

(ii) The death or bankruptcy or winding up of the Lessee or of the Guarantors;

(iii) The Lessee's liability under this Lease or the Lease being or becoming invalid, illegal, or unenforceable for any act, commission or legislation;

(iv) Any variation in the Lease covenants, including any increase of the rent or extension of the Lease term.

SCHEDULE

ITEM 1: (Clause 1) - The minimum rent shall be $17,160.00 per annum payable by instalments of $330.00 per week.

ITEM 2: (Clause 3B(b)) - Percentage of contributions to variable outgoings:

Water usage 100% A.H
Council Rates - NIL
Land Tax - NIL.

ITEM 3: (Clause 5A) - Use of premises: mixed business & residence.

ITEM 4: (Clause 12A) - Term of Option: Four (4) years.

A. Hanna

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6243486K

Form: 97-01TL
Licence: MID/0737/97

TRANSFER OF LEASE

New South Wales
Real Property Act 1900

Office of State Revenue use only

(A) **LEASE**

3412255Q

(B) **TITLE**
If appropriate, specify the share or part transferred.

FOLIO IDENTIFIER 1/21374

(C) **LODGED BY**

LTO Box	Name, Address or DX and Telephone
802K	MACEDONE CHRISTIE WILLIS - SOLARI PARTNERS, Solicitors 40 Railway Crescent, Jannali 2226 DX 4535, SUTHERLAND Tel: (02) 9528 9133 Reference (15 character max): JCP:JC:990720

(D) **TRANSFEROR** **ADEL HANNA**

(E) acknowledges receipt of the consideration of $1.00 and transfers to the transferee all the transferor's estate and interest in the registered dealing specified above.

(F) Encumbrances (if applicable): 1. 2. 3.

(G) **TRANSFEREE**

(H)

TL	**XIAO XUE PENG**

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(I) We certify this dealing correct for the purposes of the Real Property Act 1900. **DATE** 30 JULY 1999

Signed in my presence by the Transferor who is personally known to me.

Signature of Witness

JOHN C SHARP

Name of Witness (BLOCK LETTERS)

SOLICITOR, CARINGBAH

Address of Witness

xAH. A. Hamm

Signature of Transferor

Signed in my presence by the Transferee who is personally known to me.

Ping Huang

Signature of Witness

PING HUANG

Name of Witness (BLOCK LETTERS)

238 Cumberland Rd Auburn 2144

Address of Witness

xxp Peng Xiaoxue

Signature of Transferee

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THIS DEED is made the 30TH day JULY, 1999

BETWEEN:

WAYNE DARREN LOVETT of 16 Coolgardie Place, Sutherland (the "Lessor")

of the first part

AND:

ADEL HANNA of 26 Pinnacle Street, Miranda (the "Outgoing Lessee")

of the second part

AND:

XIAO XUE PENG of 64 Georges River Cres, Oyster Bay (the "Incoming Lessee")

of the third part

WHEREAS:

A. By lease commencing 1 July 1997 and expiring on 30 June 2001 (the "Lease") the Lessor demised unto the Outgoing Lessee all those premises commonly known as 64 Georges River Crs Oyster Bay 2225 including the attached residence (the "premises") and as more particularly described in the Lease for a term of four (4) years at the rental and on the terms and conditions as set forth in the Lease.

B. The Outgoing Lessee and the Incoming Lessee have requested the Lessor to consent to the assignment by the Outgoing Lessee in and to the Lease which the Lessor has agreed to do upon the terms and conditions herein contained.

NOW THIS DEED WITNESSES that in consideration of the consent of the Lessor to the assignment by the Outgoing Lessee to the Incoming Lessee of all the Outgoing Lessee's right title and interest in and to the Lease it is agreed and the parties hereto covenant as follows:-

1. The Outgoing Lessee now and forever releases and holds harmless the Lessor from and against all claims whatsoever which the Outgoing Lessee

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might now or thereafter maintain against the Lessor in respect of or in any way arising from the Lease.

2. The Lessor shall from the date upon which possession of the premises is given by the Outgoing Lessee to the Incoming Lessee release and hold harmless the Outgoing Lessee from and against all claims whatsoever arising thereafter in respect of any default in respect of the Lease by the Incoming Lessee.

3. The Incoming Lessee shall as and from the date of so obtaining possession of the premises from the Outgoing Lessee pay all rent and other monies payable under the Lease and shall be bound by and will do perform observe and carry out each and all of the covenants obligations and provisions on the part of the Lessee in the Lease as if the Incoming Lessee had originally been party thereto and named in the Lease as Lessee.

4. The Lessee acknowledges and agrees that the outgoing Lessee has paid all monies due by way of rent or otherwise under the terms of the Lease and that there is no existing or outstanding default by the outgoing Lessee and that the outgoing Lessee has complied with all requirements terms and conditions as required under the Lease to the date hereof.

5. The Outgoing Lessee and the Incoming Lessee shall execute the appropriate form of Memorandum of Transfer of Lease in respect of the transfer of the Lease and the Lessee agree to execute the appropriate form of consent to such transfer to be endorsed thereon.

6. The Incoming Lessee shall pay the Lessor's and Lessor's Solicitor's costs of and incidental to this Deed and its consent to the said form of Memorandum of Transfer of Lease and all stamp duty thereon and all costs and disbursements in any way incurred in the obtaining of any consent of

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the Lessor's or Lessor's Mortgagee and the production of the title deed by such Mortgagee.

7. The following clauses shall be added to the Lease and the Lease shall be read as if the clauses had been included from the Commencement Date:

"SECURITY DEPOSIT

15 (i) Security Deposit - The Lessee shall pay to the Lessor the sum equal to one month's rental as security deposit to be held by the Lessor or his solicitor or agent as and by way of bond and security for the performance by the tenant of the covenants in this agreement.

(ii) Holding of deposit - The security deposit shall be held in an interest bearing savings bank account in trust for the Lessor and the Lessee as joint tenants and all interest earned shall accrue to the benefit of the Lessee.

(iii) Application of deposit - The security deposit may at any time during the currency of or after the determination of the tenancy created herein be applied by the Lessor -

(a) Towards arrears of rental, damages or losses caused by or arising out of any breach by the Lessee of the provisions of this agreement and any and all costs related to and arising out of the same, or

(b) Towards the payment of any other moneys payable by the Lessee to the Lessor pursuant to the provisions of this agreement and any and all costs related to or arising out of the same.

(iv) Disbursements of deposit - The balance of the said account (if any) remaining after the determination of the tenancy created by this agreement and any application of the same by the Lessor pursuant to (iii) shall be paid by the Lessor to the Lessee within 28 days of determination or such extended time as may be requested by the Lessor and approved by the Lessee and, failing

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approval, as determined by arbitration pursuant to the provisions of this agreement.

(v) Replenishment - Where the Lessor applies the security deposit pursuant to (iii) before the determination of the tenancy created herein, or upon the review of rental in accordance with the First Schedule, he may call upon the Lessee by notice in writing to deposit further moneys into the said account sufficient to ensure that the account is at least the amount it was prior to its said application and the failure of the Lessee to comply with such notice shall constitute a breach of the provisions of this agreement.

(vi) Not to prejudice other rights -

(a) Any application of the security deposit by the Lessor in accordance with the provisions of this covenant shall not prejudice the exercise by the Lessor of any and all rights which may accrue to him in respect of the matters calling for such application apart from his rights to recover the amounts received out of the security deposit.

(b) The failure of the Lessor to apply the security deposit in respect of any matters which may call for its application shall not in any way whatsoever represent a waiver or estoppel or otherwise prejudice the rights of the Lessor to take any action permitted by the provisions of this agreement including the application of the security deposit in accordance with the provisions of this covenant."

A. Hamm

Req:R916144 /Doc:DL 6243486 /Rev:13-Oct-1999 /NSW LRS /Pgs:ALL /Prt:31-May-2022 15:19 /Seq:7 of 7
© Office of the Registrar-General /Src:InfoTrack /Ref:101404

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first written above.

SIGNED in my presence by)
WAYNE DARREN LOVETT)
who is personally known to me:)

Signature of Witness

Signature of Wayne Darren Lovett

40 RAILWAY CRES. JANNALI
Address of Witness

SIGNED in my presence by)
ADEL HANNA)
who is personally known to me:)

Signature of Witness

A. Hanna
Signature of Adel Hanna

JOHN C SHARP SOLICITOR, CARINGBAH
Address of Witness

SIGNED in my presence by)
XIAO XUE PENG)
who is personally known to me:)

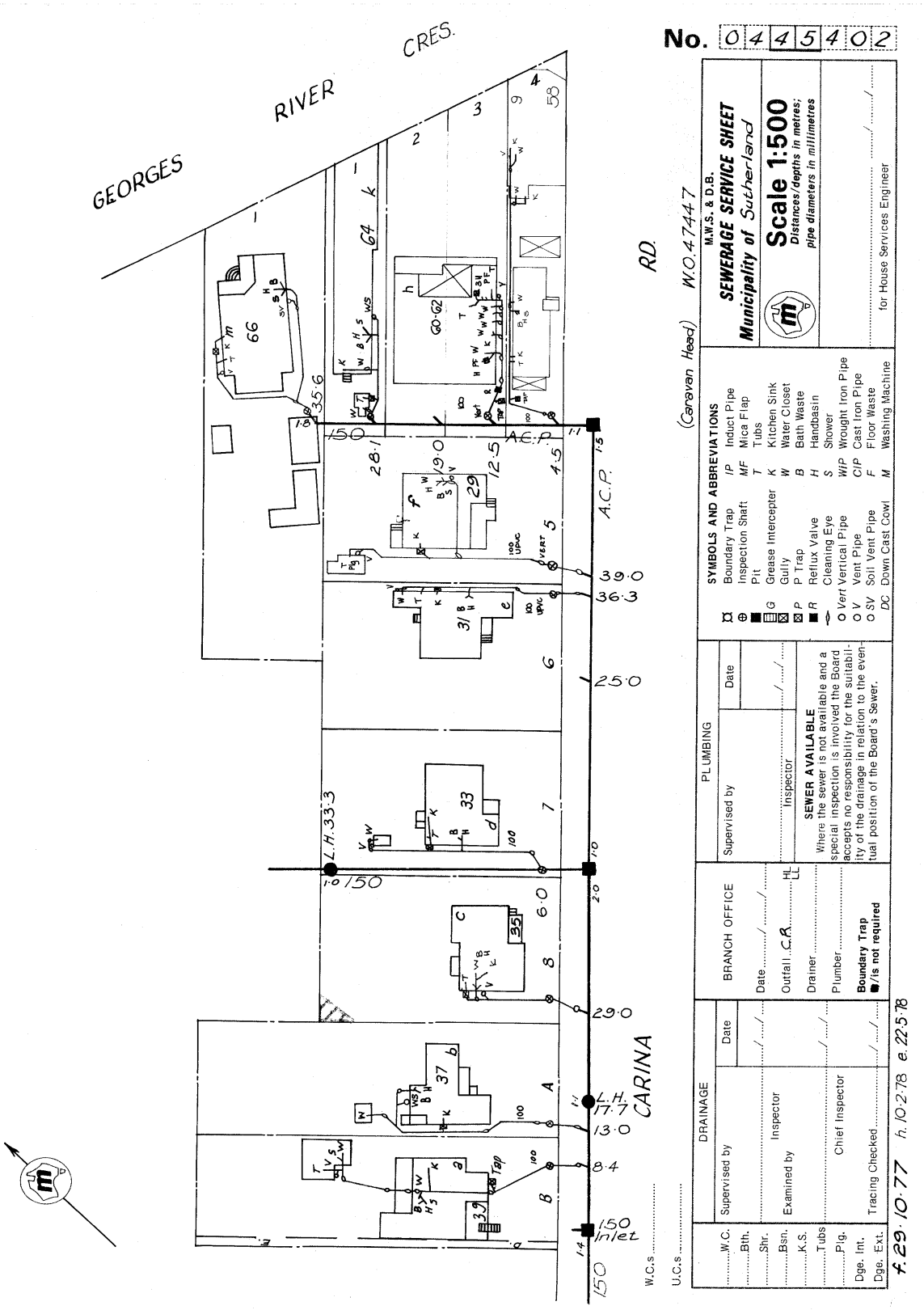
Signature of Witness

Peng Xiao Xue
Signature of Xiao Xue Peng

238 Cumberland Rd Auburn 2144
Address of Witness

Sewer Service Diagram

Application Number: 8001696863

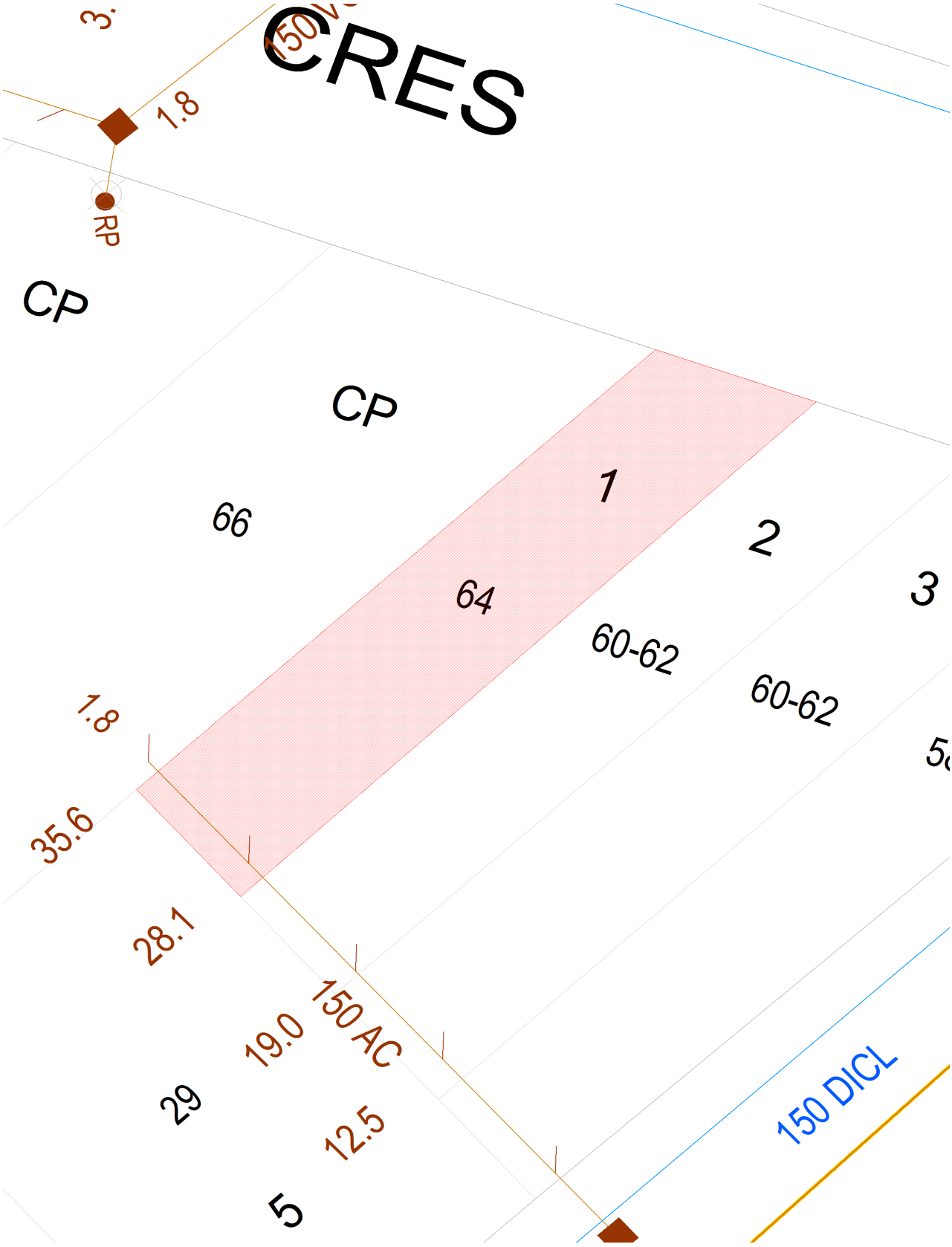


Document generated at 31-05-2022 03:31:03 PM

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

Service Location Print

Application Number: 8001696864



Document generated at 31-05-2022 03:31:11 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

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

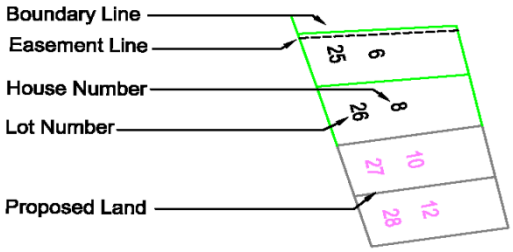
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale 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

Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

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

Pipe Types

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

Further Information

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

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

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

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

Applicant:

Infotrack
Gpo Box 4029
SYDNEY NSW 2000

Planning Certificate – Section 10.7 (2) Certificate Environmental Planning and Assessment Act, 1979

Certificate no:	ePC:23/6888	Delivery option:	
Certificate date:	12/10/2023	Your reference:	101404

Property:

Lot 1 DP 21374
64 Georges River Crescent OYSTER BAY NSW 2225

Zone:

* Sutherland Shire Local Environmental Plan 2015
  Zone E1 Local Centre

Notes:

(a) The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.

(b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

(a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

INFORMATION PURSUANT TO SECTION 10.7(2), ENVIRONMENTAL PLANNING & ASSESSMENTACT, 1979

1. Names of relevant instruments and DCPs

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

Environmental Planning Instruments

* Sutherland Shire Local Environmental Plan 2015
* SEPP (Exempt and Complying Development Codes) 2008
* SEPP (Housing) 2021
* SEPP No.65 - Design Quality of Residential Apartment Development
* SEPP (Biodiversity and Conservation) 2021
* SEPP (Industry and Employment) 2021
* SEPP (Planning Systems) 2021
* SEPP (Primary Production) 2021
* SEPP (Resources and Energy) 2021
* SEPP (Resilience and Hazards) 2021
* SEPP (Transport and Infrastructure) 2021
* SEPP (Sustainable Buildings) 2022

Development Control Plans

Sutherland Shire Development Control Plan 2015

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

Draft Environmental Planning Instruments

The following Draft State Environmental Planning Policies (SEPP) apply: Amendments to SEPP (Transport and Infrastructure) 2021 (formerly SEPP (Infrastructure) 2007), SEPP (Housing) 2021, SEPP (Exempt and Complying Development Codes) 2008, and SEPP (Planning Systems) 2021.

Draft Development Control Plans

No draft Development Control Plans apply.

3. Subsection (2.) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—:

a. it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
b. for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

4. In this section—
proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2. Zoning and land use under relevant LEPs

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(a) The identity of the zone, whether by reference to-
(i) a name, such as “Residential Zone” or “Heritage Area” or

(ii) a number, such as “Zone No 2 (a)”,

(b) the purposes for which development in the zone—
(i) may be carried out without development consent, and
(ii) may not be carried out except with development consent, and
(iii) is prohibited,

Sutherland Shire Local Environmental Plan 2015
Zone E1 Local Centre

(i) Permitted without consent:

Home occupations

(ii) Permitted with consent:

Amusement centres; Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation facilities (indoor); Respite day care centres; Service stations; Shop top housing; Tank-based aquaculture; Veterinary hospitals;

Any other development not specified in item (i) or (iii)

(iii) Prohibited:

Advertising structures; Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Farm buildings; Forestry; Freight transport facilities; General industries; Heavy industrial storage establishments; Heavy industries; Helipads; Highway service centres; Home-based child care; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Jetties; Marinas; Open cut mining; Resource recovery facilities; Rural industries; Rural workers’ dwellings; Semi-detached dwellings; Sewerage systems; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste disposal facilities; Water supply systems; Wholesale supplies

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

Sutherland Shire Local Environmental Plan 2015
Clause 2.5 Additional permitted uses for particular land applies to this property. Development for the following purposes is permitted with development consent:

- Dual occupancies,
- Dwelling houses,
- Semi-detached dwellings.

(d) Do development standards apply 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?

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

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

No

(f) Is the land in a conservation area, however described?

No

(g) Is an item of environmental heritage situated on the land, however described?

There is no item of environmental heritage situated on the property.

3. Contribution Plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

* The 2016 Section 7.12 Development Contributions Plan applies to this property (Effective 01/01/17).

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

No areas within Sutherland Shire are currently part of a special contributions area.

4. Complying Development

(1) The extent to which the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

a. a restriction applies to the land, but it may not apply to all of the land, and
b. the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Housing Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

Housing Alterations Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Industrial and Business Alterations Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Industrial and Business Buildings Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones E1, E2, E3, MU1, E4, E5, W4, SP1, SP2, SP3 or SP5. Check the zoning on the front of this certificate.)

Container Recycling Facilities Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Subdivisions Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Rural Housing Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

Low Rise Housing Diversity Code

Complying development may be carried out on the land under the Low Rise Housing Diversity Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones RU5, R1, R2 or R3. Check the zoning on the front of this certificate.)

Green Field Housing Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: This code applies to land within the Greenfield Housing Code Area as mapped in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

General Development Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Demolition Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Fire Safety Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Inland Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: This code only applies to local government areas specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. At this time it does not apply to Sutherland Shire.)

Agritourism and Farm Stay Accommodation Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within the following zones RU1, RU2, or RU4. Check the zoning on the front of this certificate.)

5. Exempt Development

(1) The extent to which the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—

a. a restriction applies to the land, but it may not apply to all of the land, and

b. the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

General Exempt Development Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying*

Development Codes) 2008.

Advertising and Signage Exempt Development Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Temporary Uses and Structures Exempt Development Code

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

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

6. Affected building notices and building product rectification orders

(1) Is council is aware that—

(a) an affected building notice is in force in relation to the land, or

No

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

No

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

No

(2) In this section—

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

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

7. Land Reserved for Acquisition

Does any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 of this certificate make provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Act?

No

8. Road Widening and Road Realignment

(a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

(b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

(c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

9. Flood related development controls information

(1) Is the land or part of the land within the flood planning area and subject to flood related development controls?

No

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

No

(3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.
Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
probable maximum flood has the same meaning as in the Floodplain Development Manual.

10. Council and other public authority policies on hazard risk restrictions

(1) Is any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

The land has been classified as Class 5 on the Acid Sulfate Soils Maps in the Sutherland Shire Local Environmental Plan 2015. Accordingly the land is subject to the provisions of clause 6.1 which detail the restrictions to works within this Class.

(2) In this section—
adopted policy means a policy adopted—
(a) by the council, or
(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11. Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

Is the land bush fire prone?

None of the land is bush fire prone land as defined under the Environmental Planning and Assessment Act 1979.

12. Loose-fill asbestos insulation

Does the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division?

No

13. Mine Subsidence

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

No

14. Paper subdivision information

(1) Is the land subject to any development plan adopted by a relevant authority that—

(a) applies to the land?, or

(b) is proposed to be subject to a ballot?

No

(2) Is the land subject to a subdivision order that applies to the land, and if so what is the date of the order?

No

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15. Property Vegetation Plans

Has Council been notified that the land is subject to a property vegetation plan which is approved and in force under the *Native Vegetation Act 2003*, Part 4?

No

16. Biodiversity stewardship sites

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

No

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

17. Biodiversity Certified Land

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

No

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

18. Orders Under Trees (Disputes Between Neighbours) Act 2006

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

No.

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

(1) If the *Coastal Management Act 2016* applies to the council, has 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?

The Coastal Management Act 2016 does apply to Sutherland Shire. However, in the LGA there are no properties subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services.

(2) In this section—
existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

Note. Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. Western Sydney Aerotropolis

Under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 is the land—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17?, or

No

(b) shown on the Lighting Intensity and Wind Shear Map?, or

No

(c) shown on the Obstacle Limitation Surface Map?, or

No

(d) in the "public safety area" on the Public Safety Area Map?, or

No

(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map?

No

Note: *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to any land in Sutherland Shire.

21. Development Consent Conditions for Seniors Housing

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

No

22. Site Compatibility Certificates and Development Consent Conditions for Affordable Rental Housing

(1) Is there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the Department.

None found.

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

None found.

(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).

None found.

(4) In this section—

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

Any Other Prescribed Matter

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) Is the land significantly contaminated land within the meaning of that Act?
No

(b) Is the land subject to a management order within the meaning of that Act?
No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No

(e) Is the land subject of a site audit statement within the meaning of that Act?
No

Additional Information

Council's records indicate that there is no other relevant information in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Division 6.7 Building information certificates.

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlon
Manager Strategic Planning

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
   (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
   (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

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

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (e) In respect of any residential building work carried out in the last 7 years:
      (i) please identify the building work carried out;
      (ii) when was the building work completed?
      (iii) please state the builder's name and licence number;
      (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?

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17. If a swimming pool is included in the property:
    (a) when did construction of the swimming pool commence?
    (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
    (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
    (d) are there any outstanding notices or orders?
18. (a) To whom do the boundary fences belong?
    (b) Are there any party walls?
    (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
    (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
    (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

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

Capacity

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

Requisitions and transfer

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

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