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Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM	
Vendor's agent	**Unique Property Real Estate** **131 Cabarita Road, CABARITA, NSW 2137**	**Phone: 02 9743 3272** **Fax: 02 9743 3439** **Ref: Edward Rojas**
Vendor	**Constandinos Pyretzis** **54 Roslyn Street, ASHBURY, NSW 2193**	
Vendor's Solicitor	**Phillip Erickson & Associates** **(PO Box 47, Strathfield NSW 2135)** **Unit 6F, 9-13 Redmyre Road, Strathfield NSW 2135**	**Phone: 02 8041 2929** **Fax: 02 4044 0277** **Ref: PE:JE:150105**
Completion date	**42nd day after the date of this contract** (clause 15)	
Land (Address, plan details and title reference)	**15 Lima Street, GREENACRE, New South Wales 2190** **Registered Plan: Lot 54 Plan DP13421** **Folio Identifier 54/13421**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
Improvements	☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ none ☐ other:	
Attached copies	☒ Documents in the List of Documents as marked: ☐ 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	☐ curtains	☐ insect screens	☐ stove
	☐ built-in wardrobes	☐ dishwasher	☐ light fittings	☐ pool equipment
	☐ clothes line	☐ fixed floor coverings	☐ range hood	☐ TV antenna
	☐ 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)

Vendor **Witness**

GST AMOUNT (optional)
The price includes
GST of:

Purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares **Witness**

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)

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

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 149(2) certificate (Environmental Planning and Assessment Act 1979)
- ☐ 7 section 149(5) information included in that certificate
- ☒ 8 sewerage connections diagram
- ☒ 9 sewer mains 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 section 88G certificate (positive covenant)
- ☐ 12 survey report
- ☐ 13 section 317A certificate (certificate of compliance)
- ☐ 14 building certificate given under *legislation*
- ☐ 15 insurance certificate (Home Building Act 1989)
- ☐ 16 brochure or note (Home Building Act 1989)
- ☐ 17 section 24 certificate (Swimming Pools Act 1992)
- ☐ 18 lease (with every relevant memorandum or variation)
- ☐ 19 other document relevant to tenancies
- ☐ 20 old system document
- ☐ 21 Crown tenure card
- ☐ 22 Crown purchase statement of account
- ☐ ~~23 Statutory declaration regarding *vendor duty*~~

Strata or community title (clause 23 of the contract)

- ☐ 24 property certificate for strata common property
- ☐ 25 plan creating strata common property
- ☐ 26 strata by-laws not set out in *legislation*
- ☐ 27 strata development contract or statement
- ☐ 28 strata management statement
- ☐ 29 leasehold strata - lease of lot and common property
- ☐ 30 property certificate for neighbourhood property
- ☐ 31 plan creating neighbourhood property
- ☐ 32 neighbourhood development contract
- ☐ 33 neighbourhood management statement
- ☐ 34 property certificate for precinct property
- ☐ 35 plan creating precinct property
- ☐ 36 precinct development contract
- ☐ 37 precinct management statement
- ☐ 38 property certificate for community property
- ☐ 39 plan creating community property
- ☐ 40 community development contract
- ☐ 41 community management statement
- ☐ 42 document disclosing a change of by-laws
- ☐ 43 document disclosing a change in a development or management contract or statement
- ☐ 44 document disclosing a change in boundaries
- ☐ 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

   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 1987 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable 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. The purchaser will usually have to pay stamp duty on this contract. ~~The sale will also usually be a vendor duty transaction.~~ If duty is not paid on time, a party may incur penalties.
7. If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
8. The purchaser should arrange insurance as appropriate.

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 or mediation (for example mediation under the Law Society Mediation Guidelines).

AUCTIONS

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

WARNING
SWIMMING POOLS

An owner of property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992.* Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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.

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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. **This is the statement required by section 66X of the Conveyancing Act 1919 and applies to a contract for the sale of residential property.**

2. **The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.**

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 section 66W of the Act; 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 contact is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.**

4. **A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.**

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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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)

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
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;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor*);
document of title	document relevant to the title or the passing of title;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
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 drawn on its own funds by - ● a *bank;* or ● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; 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;*
terminate	terminate this contract for breach;
vendor duty	vendor duty imposed under Chapter 4 of the Duties Act 1997;
within	in relation to a period, at any time before or during the period;
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.

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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 only by unconditionally giving cash (up to $2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.
2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 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*, credit union or permanent building society, 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 Payment of vendor duty out of the deposit

3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -
3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty;*
3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty,* that cheque must be returned immediately to the *depositholder* for cancellation;
3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
- the amount of *vendor duty* is repayable upon demand;
- the vendor must lodge an application for refund of *vendor duty;* and
- the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty;*

3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and
3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

4 Transfer

4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
4.4 The vendor can require the purchaser to include a form of 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 benefited.
4.5 If this sale is exempt from *vendor duty* -
4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
4.5.3 if the vendor complies with clause 4.5.1 -
- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
- on completion the vendor must pay to the purchaser $33.

5 Requisitions

If the purchaser is or becomes entitled to make a *requisition,* the purchaser can make it only by *serving* it -
5.1 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 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
5.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 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.

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7 Claims by purchaser

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; 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.

8 Vendor's right to rescind

The vendor can *rescind* if -

8.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition;*

8.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service.*

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 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).

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

11 Compliance with work orders

11.1 *Normally,* the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order.*

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

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

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for -

12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or

12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act.*

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, pay an expense of another party or pay an amount 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 amount; but

13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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 completion date, 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, 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.

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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 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.

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 adjust 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 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.

14.6 *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 -

14.6.1 the amount is to be treated as if it were paid; and

14.6.2 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).

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 Completion date

The *parties* must complete by the completion date 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

16.2 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.

16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.

16.4 The legal title to the *property* does not pass before completion.

16.5 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, plus another 20% of that fee.

16.6 If the purchaser *serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

- **Purchaser**

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to the purchaser under this contract).

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

- **Place for completion**

16.11 *Normally*, the *parties* must complete at the completion address, which is -

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 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

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 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.

16.13 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.

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 -

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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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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 mentioned in Schedule J of the Supreme Court Rules 1970.
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 4.3);
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 fax to the *party's solicitor*, unless 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; and
20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
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 11, 13, 14, and 17 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* includes a reference to any corresponding later *legislation*.
20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
20.14 The details and information provided in this contract (for example, on page 1) 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.

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.

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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 clause 2 (deposit).
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

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 -
'change', in relation to a scheme, means -
- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;

'common property' includes association property for the scheme or any higher scheme;
'contribution' includes an amount payable under a by-law;
'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;
'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
'the *property*' includes any interest in common property for the scheme associated with the lot;
'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 sinking 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 14.5 apply but on a unit entitlement basis instead of an area basis.
23.5 The *parties* must adjust under clause 14.1 -
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract -
23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
23.6.3 the purchaser is liable for all other contributions levied 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.
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 not disclosed in this contract; or
- 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; or

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
23.12 Each *party* can sign and give the notice as agent for the other.
23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

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23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.

23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.17 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.

23.18 If a general meeting of the owners corporation is convened before completion -

23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.18.2 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 -

- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
- a disclosure statement required by the Act 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 Act.

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;
- 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; and

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 -

- a proper notice of the transfer addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given to the tenant 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.

24.5 Rights under this clause continue after completion, whether or not other rights continue.

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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 form of 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 The vendor must give a proper covenant to produce where relevant.

25.9 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.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).

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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.

27.8 If the land or part 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 completion date becomes the later of the completion date 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*.

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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.
28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
28.6 Clauses 28.2 and 28.3 apply to a 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;
29.7.3 the completion date becomes the later of the completion date 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;
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening -
29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
29.8.3 the completion date becomes the later of the completion date 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.

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Additional clauses – 15 Lima Street, Greenacre ***(Identifier 54/13421)***

30. Amendments to Contract

30.1 The definition of "settlement cheque" in clause 1 is amended by deleting the words "or • a building society, credit union or other FCA institution as defined in the Cheques Act 1986;"

30.2 Clause 6 is amended by the addition of the following clause 6.4

"6.4 The vendor can *rescind* if -

6.4.1 the purchaser makes a claim for compensation under clause 6.1;

6.4.2 the vendor *serves* a notice of intention to *rescind* that specifies that claim for compensation; and

6.4.3 the purchaser does not *serve* a notice waiving the claim for compensation *within* 14 days after that *service.*"

30.3 Clause 7 is amended by deleting the words "(including a claim under clause 6)" where it appears in the first line of that clause

30.4 Clause 7.1.1 is amended by substituting "$ 1.00" for "5%".

30.5 Clause 8.1 is amended by deleting the words "on reasonable grounds".

30.6 Clause 8.2 is amended by deleting the words "and those grounds".

30.7 Clauses 10.1, 10.2 and 10.3 are amended by the inclusion of the words "or delay completion of this contract" after the word "terminate" where that word first appears in each of these clauses.

30.8 Clause 16.5 is amended by deleting the words "plus another 20% of that fee".

31. Purchasers Acknowledgments

31.1 The purchaser promises that they have entered this contract relying upon their own knowledge, inspection and inquiries, and they do not rely upon any promises, warranties or representations, express or implied, (except as maybe specifically contained in this contract) made by or on behalf of the vendor.

31.2 The purchaser agrees and acknowledges that the property is sold in its present state of repair and condition with all defects, if any, whether latent or patent, and the purchaser cannot make a claim or requisition or delay completion of, or rescind or terminate this contract, in respect of the state of repair or condition of the property.

31.3 The purchaser cannot make a claim or requisition in respect of, nor is the purchaser entitled to delay completion of, or rescind or terminate this contract by reason of any sewer, manhole or

vent on the property, nor by reason of any rain or stormwater down pipe being connected to the sewer.

31.4 The purchaser acknowledges and agrees that the purchaser will rely upon their own inquiries with respect to any consents or permits issued under the Environmental Planning & Assessment Act 1979, the Local Government Act 1919 or the Local Government Act 1993 in relation to the property and the purchaser cannot make a claim or requisition or delay completion of, or rescind or terminate this contract by reason of the failure of the vendor or any predecessor in title of the vendor to comply with the conditions of any such consent or permit.

32. Agent's Commission

32. The purchaser promises that they were not introduced to the vendor or the property by any real estate agent, except the vendor's agent (if any) named on the front page of this contract, and the purchaser must indemnify the vendor against any claim for commission which might be made by any agent as a result of an introduction constituting a breach of this warranty, and such indemnity shall extend to all costs, claims and expenses incidental thereto. This clause does not merge on completion.

33. Disability

33.1 If the purchaser (or any one or more of them) dies or becomes mentally ill prior to completion the vendor may rescind this contract by serving a notice.

33.2 If prior to completion, the purchaser is declared bankrupt or enters into any scheme or assignment for the benefit of creditors, or being a corporation goes into liquidation, has a receiver or receiver and manager appointed, makes an assignment, arrangement or composition for the benefit of creditors, or a petition, order or resolution is presented or made for the winding up of the purchaser, then the purchaser is in breach of an essential obligation under this contract and the vendor may terminate this contract by serving a notice.

34. Completion and Interest

34.1 If the purchaser does not complete this contract on the completion date for any reason (other than because the vendor cannot complete) then the purchaser must pay to the vendor, on completion, interest calculated at the rate of 10% pa on the balance of the purchase price from the completion date up to the date of actual completion, inclusive of both days.

34.2 Interest payable by the purchaser in accordance with this clause is an essential term of this contract.

34.3 Without prejudice to any other right or remedy of either party, if completion does not take place on the completion date, then either party (not then being in default) may at any time thereafter, serve a notice upon the other party, requiring the party served with such notice, to complete

this contract within a further period of not less than 14 days (counted from the day after the day on which the notice is served), and in respect of such notice, time will be of the essence.

35. Miscellaneous

35.1 The vendor is not obliged to remove any charge on the property for any rate, tax or outgoing until completion, and the vendor is not deemed to be unable, not ready or unwilling to complete this contract by reason of the existence of any charge on the property for any rate, tax or outgoing and the vendor may serve a notice to complete notwithstanding there is a charge on the property for any rate, tax or outgoing.

36. Requisitions on Title

36.1 The purchaser agrees that the only general requisitions on title that the purchaser may make under clause 5 are in the form of the "Residential Property Requisitions on Title" (Law Society of New South Wales 2013 copyright) attached to this contract.

Information Provided Through
InfoTrack
Ph. 1800 738 524 Fax. 1800 738 533

Title Search

InfoTrack
An Approved LPI NSW
Information Broker

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 54/13421

SEARCH DATE	TIME	EDITION NO	DATE
2/3/2015	9:54 AM	4	31/12/2012

LAND

LOT 54 IN DEPOSITED PLAN 13421
LOCAL GOVERNMENT AREA BANKSTOWN
PARISH OF BANKSTOWN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP13421

FIRST SCHEDULE

CONSTANDINOS PYRETZIS (T AC47959)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 AH460434 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

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.

teq:R103392 /Doc:DP 0013421 P /Rev:17-May-1996 /Sts:OK.OK /Prt:02-Mar-2015 10:21 /Pgs:ALL /Seq:1 of 5
ref:150105 /Src:M

Municipality of Bankstown
B130930(24.9.24)

D.P. 13421 (E)

PLAN

of subdivision of part of land in Cerl

PARISH OF BANKSTOWN COUNT

Scale 100 Feet to 1 Inch

100 0 100 200

N

M M.

PELMAN (66 Ft Wide)

ROAD (66 Ft Wide)

ABEL ST.

WALLS ST.

LIMA (66 Ft Wide)

LANE

NAPOLEON ROAD

ROBERTS

PLASTO ST (66 Ft Wide)

DUNCHBO

Peg fd

B. Peg fd. 66'

A 11½"

P.M. Concrete Block

Line of Pegs found

Drainage

Proposed

Req:R103392 /Doc:DP 0013421 P /Rev:17-May-1996 /Sts:OK.OK /Prt:02-Mar-2015 10:21 /Pgs:ALL /Seq:2 of 5
Ref:150105 /Src:M

PLAN "SUNSHINE ESTATE"

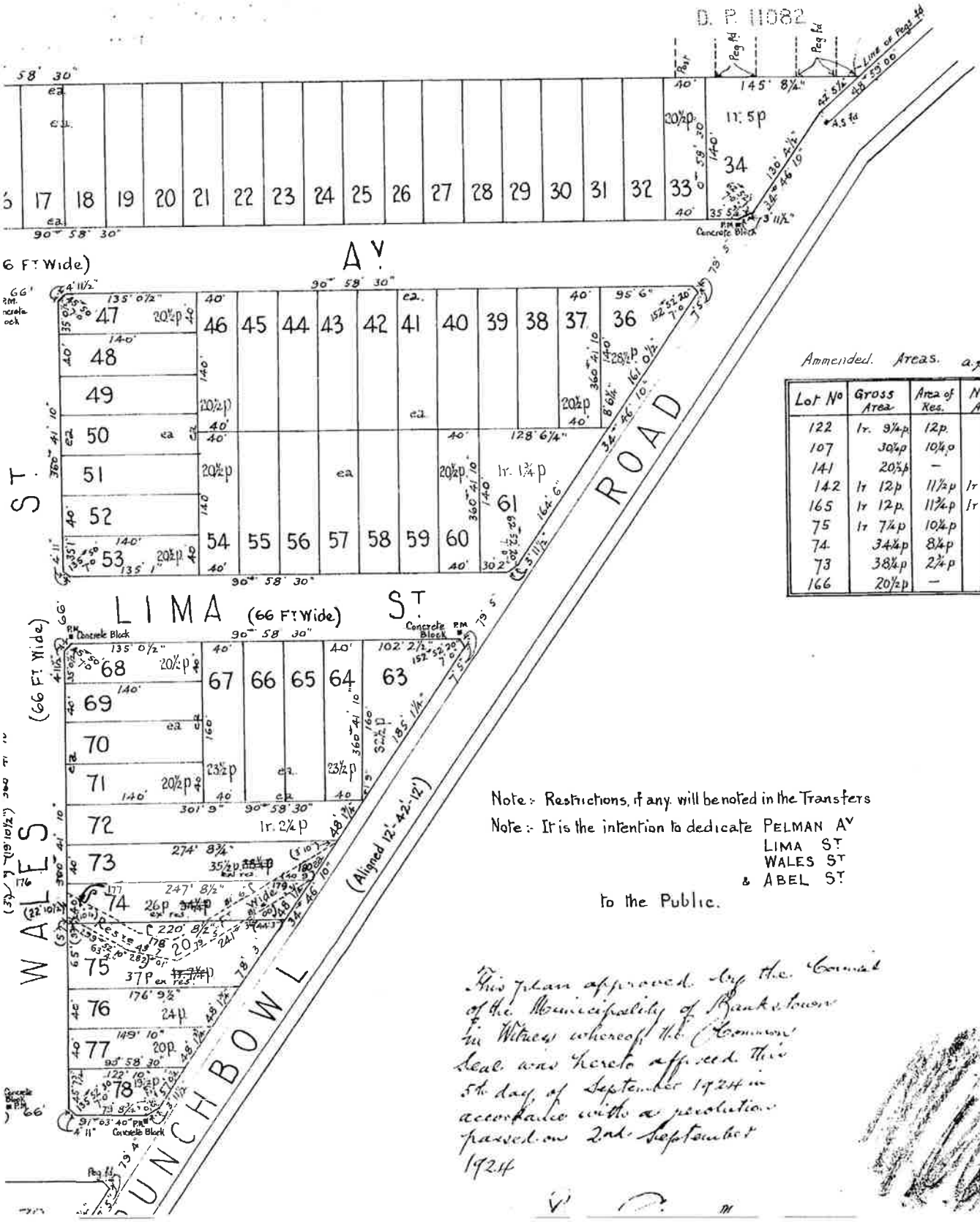
of land in Certs of Title. Vol. 3261 Fol. 228 & 229

DP 13421

WN COUNTY OF CUMBERLAND

Scale 100 Feet to 1 Inch

100 200 300 FT


D. P. 11082
Peg Rd
Peg Rd
Line of Peg Rd
Peg Rd
Peg Rd

Req:R103392 /Doc:DP 0013421 P /Rev:17-May-1996 /Sts:OK.OK /Prt:02-Mar-2015 10:21 /Pgs:ALL /Seq:3 of 5
Ref:150105 /Src:M

PELMAN (66 FT Wide)

ROAD (66 FT Wide)

ABEL ST.

WALLES ST.

LIMA

PLASTO ST.

LANE

NAPOLEON ROAD

ROBERTS

PUNCHBO

Line of Pegs Found

DIAGRAM

Roberts Rd

Plasto St

Subscribed and declared before me at Sydney
this 11th day of Sept. A.D. 1924.

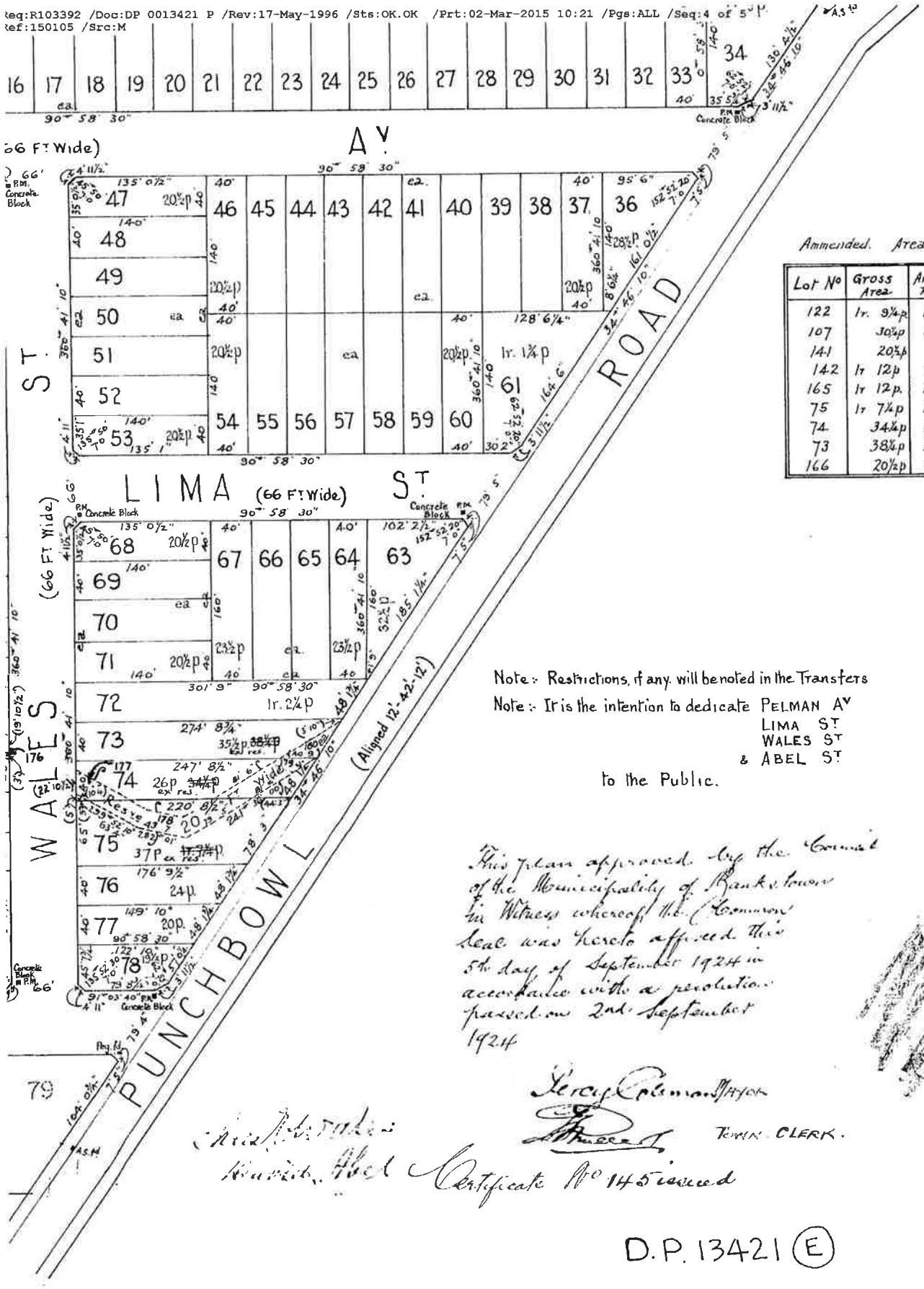
J.P.

Datum line of Azimuth A-B.

D.P. 13421 (E)

Date

Req:R103392 /Doc:DP 0013421 P /Rev:17-May-1996 /Sts:OK.OK /Prt:02-Mar-2015 10:21 /Pgs:ALL /Seq:4 of 5
Ref:150105 /Src:M



Ammended Areas. a.j.r.f. 20/3/25

Lot No	Gross Area	Area of Res.	Net Area
122	lr. 9¼p	12p.	37¼p.
107	30¼p	10¼p	20 p.
141	20¼p	—	20½p
142	lr 12p	11½p	lr 0½ p.
165	lr 12p.	11¾p	lr 0¼ p
75	lr 7¼p	10¼p	37 p
74	34¼p	8¼p	26 p.
73	38¼p	2¾p	35½p
166	20½p	—	20½ p.

Note :- Restrictions, if any, will be noted in the Transfers

Note :- It is the intention to dedicate PELMAN AV
LIMA ST
WALES ST
& ABEL ST
to the Public.

This plan approved by the Council of the Municipality of Rank's Town in Witness whereof the Common Seal was hereto affixed this 5th day of September 1924 in accordance with a resolution passed on 2nd September 1924

Percy Coleman Mayor

Town Clerk.

Certificate No 145 issued

D.P. 13421 (E)

I Archibald John Russell Frew of Sydney Licensed Surveyor, specially licensed under the Real Property Act do hereby solemnly and sincerely declare that the boundaries and measurements shown in this plan are correct for the purposes of the said Act, and that the survey of the land to which the plan relates has been made by me, & under my immediate supervision, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths' Act 1900

A J R Frew

Licensed Surveyor.

Date of Survey 1/2/1924

me at Sydney
A.D. 1924.

J.P.

DP 13421

Req:R103392 /Doc:DP 0013421 P /Rev:17-May-1996 /Sts:OK.OK /Prt:02-Mar-2015 10:21 /Pgs:ALL /Seq:5 of 5
Ref:150105 /Src:M

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 13421

FEET	INCHES	METRES
1	9	0.535
3	-	0.915
3	10	1.17
3	11 1/2	1.205
4	1 1/2	1.255
4	11	1.5
4	11 1/2	1.51
5	-	1.525
5	7	1.7
6	7 1/2	2.02
7	-	2.135
7	5	2.26
8	6 1/4	2.595
9	-	2.745
9	10 1/2	3.01
10	4	3.15
16	0 3/8	4.885
19	10 1/2	6.06
20	-	6.095
20	1	6.12
22	1 1/2	6.745
22	10 1/2	6.97
30	2	9.155
32	6 3/4	9.925
33	5	10.135
34	2 1/2	10.405
35	-	10.67
35	0 1/2	10.68
35	0 3/4	10.685
35	1	10.695
35	5 3/4	10.813
40	-	12.19
40	9	12.42
41	8 1/2	12.715
41	9	12.725
42	5 1/4	12.935
43	4	13.21
43	7	13.285
44	8	13.485
45	7 3/4	13.915
46	7 1/2	14.21
46	8	14.225
46	1 3/4	14.675
55	1	16.79
57	0 1/4	17.38
57	4 1/4	17.48
57	4 1/2	17.49
60	-	18.29
60	8 3/4	18.435
63	4	19.385
65	-	19.81
66	-	20.115
70	4	21.44
71	6	21.795
78	3	23.85
79	4	24.18
79	5	24.205
79	8 3/4	24.3
81	6	24.84
84	1 1/2	25.64
84	3 1/2	25.74
95	6	29.11
96	9 3/4	29.51
97	4 1/2	29.68
101	-	30.785
101	2 1/2	30.85
101	5 1/2	30.925
102	2 1/2	31.155
104	0 3/4	31.72
106	9 3/4	32.555
115	-	35.05
115	0 1/2	35.065
120	-	36.575
122	10	37.44
128	6 1/4	39.175
129	6 1/8	39.48
129	6 1/2	39.485

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 13421 CONTINUED

FEET	INCHES	METRES
130	-	39.625
130	4 1/2	39.74
134	7	41.02
135	0 1/2	41.16
139	1	41.175
140	-	42.67
140	0 3/4	42.69
140	3 1/2	42.76
140	6	42.828
140	8 1/2	42.89
145	8 1/4	44.405
149	10	45.67
150	-	45.72
160	-	48.77
160	4	48.87
161	0 1/2	49.085
164	6	50.14
176	9 1/2	53.89
185	1 1/4	56.42
220	8 1/2	67.27
247	8 1/2	75.5
274	8 3/4	83.74
282	-	85.98
301	9	91.97
633	4	193.04
1400	-	426.72

AC	RD	P	SQ M
-	-	2	50.6
-	-	2 3/4	69.6
-	-	8 1/4	208.7
-	-	10 1/4	259.8
-	-	11 1/2	290.9
-	-	11 3/4	297.2
-	-	12	303.5
-	-	19 1/2	493.2
-	-	20	505.9
-	-	20.2	510.9
-	-	20 1/2	518.3
-	-	23 1/2	594.4
-	-	24	607
-	-	26	657.6
-	-	28 1/2	720.8
-	-	30 1/4	765.1
-	-	32 1/2	822
-	-	34 1/4	866.3
-	-	35 1/2	897.9
-	-	37	935.8
-	-	37 1/4	942.2
-	-	38 1/4	967.5
-	1	-	1012
-	1	1/4	1018
-	1	1/2	1024
-	1	3/4	1056
-	1	2 1/4	1069
-	1	5	1138
-	1	7 1/4	1195
-	1	9 1/4	1246
-	1	12	1315
-	2	-	2025

PLANNING CERTIFICATE

UNDER SECTION 149 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

Unique Property Real Estate
131 Cabarita Rd
CABARITA NSW 2137

CERTIFICATE DETAILS

NUMBER	20150865	DATE	26-Feb-2015

RECEIPT AND REFERENCE DETAILS

FEE	$133.00		
RECEIPT NUMBER	2992617	RECEIPT DATE	24-Feb-2015
REFERENCE	97433272		

PROPERTY DESCRIPTION

PROPERTY	15 Lima Street, GREENACRE NSW 2190		
TITLE	Lot 54 DP 13421		
PARISH	Bankstown	COUNTY	CUMBERLAND

PLANNING INSTRUMENTS

In accordance with Section 149(2) and at the date of this certificate the following Environmental Planning Instruments apply to the land.

Local Environmental Plan 2001 Gazetted on 17-May-2002

LAND ZONING

2(a) – Residential A

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PO Box 8, Bankstown NSW 1885 **PH** 02 9707 9999 **FAX** 02 9707 9957

PLANNING CERTIFICATE

UNDER SECTION 149 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

SECTION 149(2) DETAILS

In accordance with section 149(2) of the Environmental Planning and Assessment Act 1979 (as amended) and at the date of this certificate, the following prescribed matters relate to the land.

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

Affected by Draft Bankstown Local Environmental Plan 2012, which aims to make local environmental planning provisions for land in the City of Bankstown in accordance with the relevant standard environmental planning instrument under Section 33A of the Environmental Planning and Assessment Act 1979.

Affected by Bankstown Local Environmental Plan 2001 Amendments and Planning Proposals in respect of general information as detailed in Appendix 1.

Affected by State Environmental Planning Policies (SEPP's), Proposed State Environmental Planning Policies and Deemed State Environmental Planning Policies as detailed in Appendix 2.

Affected by Bankstown Development Control Plan 2005 (refer to Appendix 3 which lists the contents chapters within the DCP).

2. ZONING AND LAND USE UNDER RELEVANT LEPs

Unless specified otherwise in this section of the certificate, the land does not include or comprise critical habitat, is not in a conservation area and has no environmental heritage item on the land.

The purposes for which the plan or instrument provides that development may be carried out within the zone without the need for development consent are specified in, but not limited to clauses 9 and 14 (exempt development and development by public authorities) of the LEP 2001 plan. Reference should be made to the LEP 2001 plan as a whole for details.

The purposes for which the plan or instrument provides that development may not be carried out within the zone except with development consent are specified in, but not limited to clauses 10 and 11 (complying development and development which is allowed or prohibited within a zone) of the LEP 2001 plan and detailed in Appendix 4. Reference should be made to the LEP 2001 plan as a whole for details.

The purposes for which the plan or instrument provides that development is prohibited within the zone are specified in clause 11 (development which is allowed or prohibited within a zone) of the LEP 2001 plan and detailed in Appendix 4. Reference should be made to the LEP 2001 plan as a whole for details.

The minimum area for a residential lot in Bankstown shall not be less than 550sqm having a width of not less than 15 metres at the building line. Possible variations to these figures may occur under some circumstances, please refer to Bankstown Development Control Plan 2005, for further information.

2A. ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

Unless specified otherwise in this section of the certificate, the land is not within any zone or land use under a Precinct Plan, a proposed Precinct Plan or Part 3 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006.

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PLANNING CERTIFICATE

UNDER SECTION 149 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

3. COMPLYING DEVELOPMENT

General Housing Code
Complying development under the General Housing Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Housing Alterations Code
Complying development under the Housing Alterations Code within the provisions of "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Subdivisions Code (strata subdivision)
Complying development under the Subdivisions Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Rural Housing Code
Complying development under the Rural Housing Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may not** be carried out on the land.
The land is non complying because the land has been identified by an environmental planning instrument as being either one of the following zones:-

- 2(a) Residential A, 2(b) Residential B, 2(c) Residential C, R2 Low Density Residential, R3 Medium Density Residential,
- 3(a) Business CBD, 3(b) Business Other Centres, 3(c) Business Enterprise, B7 Business Park
- 4(a) General Industrial, 4(b) Light Industrial,
- 5 Special Uses,
- 6(a) Open Space, 6(b) Private Recreation, RE1 Public Recreation,
- 7 Environment Protection or
- 8 National Parks & Nature Reserves
- Land Unzoned Under LEP 2001 ..... *refer to the Land Zoning of this certificate on page 1.*

OR
The land is affected by one or more of the following 4 exemptions:-

- A Heritage item ..... *refer to clause 2 of this certificate,*
- Land in the 25 or higher ANEF contour.... ..... *refer to clause 7 of this certificate,*

(Unless the development is only for the erection of ancillary development, the alteration of or an addition to ancillary development or the alteration of a dwelling house)

- Acid sulfate soils class 1 or 2 ..... *refer to clause 7 of this certificate,*
- Land in a vegetated buffer area ..... *refer to clause 7 of this certificate,*

Note: If the land has been rendered non complying due to an exemption listed above, you are advised to check with Council for the extent of the exemption. The Code may render the land complying for any land which is outside the extent of the exemption. Reference should be made to the "Planning Maps" on Council's website www.bankstown.nsw.gov.au which identifies the land exemptions.

General Development Code
Complying development under the General Development Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Demolition Code
Complying development under the Demolition Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Fire Safety Code
Complying development under the Fire Safety Code within "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may** be carried out on the land.

Commercial and Industrial Alterations Code
Complying development under the Commercial and Industrial Alterations Code within the provisions of "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may not** be carried out on the land.
The land is non complying because the land has been identified by an environmental planning instrument as being either one of the following zones:-

- 1 Rural,
- 2(a) Residential A, 2(b) Residential B, 2(c) Residential C, R2 Low Density Residential, R3 Medium

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Density Residential,
- 5 Special Uses,
- 6(a) Open Space, 6(b) Private Recreation, RE1 Public Recreation,
- 8 National Parks & Nature Reserves or
- Land Unzoned under LEP 2001 ..... *refer to the Land Zoning of this certificate on page 1.*

OR
The land is affected by one of the following exemptions:-
- A Heritage item ..... *refer to clause 2 of this certificate.*
- A Flood Control Lot .....*refer to clause 7A of this certificate.*

Note: If the land has been rendered non complying due to an exemption listed above, you are advised to check with Council for the extent of the exemption. The Code may render the land complying for any land which is outside the extent of the exemption. Reference should be made to the "Planning Maps" on Council's website www.bankstown.nsw.gov.au which identifies the land exemptions.

Further: Although the land is non complying for Subdivisions 9 & 10, the Code may render the land complying for Subdivisions 1-8 and 11-12. Reference should be made to "Part 5 – Commercial and Industrial Alterations Code" of the SEPP for details.

Commercial and Industrial (New Buildings and Additions) Code
Complying development under the Commercial and Industrial (New Buildings and Additions) Code within the provisions of "State Environmental Planning Policy (Exempt and Complying Development Codes) 2008" **may not** be carried out on the land.
The land is non complying because the land has been identified by an environmental planning instrument as being either one of the following zones:-
- 1 Rural,
- 2(a) Residential A, 2(b) Residential B, 2(c) Residential C, R2 Low Density Residential, R3 Medium Density Residential,
- 5 Special Uses,
- 6(a) Open Space, 6(b) Private Recreation, RE1 Public Recreation,
- 8 National Parks & Nature Reserves or
- Land Unzoned under LEP 2001 ..... *refer to the Land Zoning of this certificate on page 1.*

OR
The land is affected by one of the following exemptions:-
- A Heritage item ..... *refer to clause 2 of this certificate.*
- Acid Sulfate Soils class 1 or 2 .....*refer to clause 7 of this certificate*
- A Vegetated Buffer Area.....*refer to clause 7 of this certificate*

Note: If the land has been rendered non complying due to an exemption listed above, you are advised to check with Council for the extent of the exemption. The Code may render the land complying for any land which is outside the extent of the exemption. Reference should be made to the "Planning Maps" on Council's website www.bankstown.nsw.gov.au which identifies the land exemptions.

4. COASTAL PROTECTION

Unless specified otherwise in this section of the certificate, the land is not affected by the operation of Section 38 or 39 of the Coastal Protection Act 1979.

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PLANNING CERTIFICATE

UNDER SECTION 149 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

4A. CERTAIN INFORMATION RELATING TO BEACHES AND COASTS

Unless specified otherwise in this section of the certificate, the land is not subject to an order under Part 4D of the Coastal Protection Act 1979 in relation to temporary coastal protection works (or on public land adjacent to the land) and, Council has not been notified under Section 55X of the Coastal Protection Act 1979 that temporary coastal protection works have been placed on the land (or on public land adjacent to the land).

4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

Unless specified otherwise in this section of the certificate, the owner (or any previous owner) has not consented in writing that the land is subject to annual charges under Section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

5. MINE SUBSIDENCE

Not affected by Section 15 of the Mine Subsidence Compensation Act 1961, proclaiming land to be a mine subsidence district.

6. ROAD WIDENING AND REALIGNMENT

Not affected by any road widening or road realignment under (1) Division 2 of part 3 of the Roads Act 1993; or (2) any Environmental Planning Instrument; or (3) any resolution of Council. However, should your property be near an arterial or main road you should check with the Roads and Maritime Services for possible affectations.

7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Unless specified otherwise in this section of the certificate, the land is not affected by policies adopted by Council or by any other authority (that has notified Council of its adoption) that restricts development of the land. For bush fire prone land refer to section 11. For flood prone land refer to section 7A.

Affected by a resolution of Council adopting a policy concerning the management of contaminated land. That policy applies to all land in the City of Bankstown and will restrict development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Council's website at www.bankstown.nsw.gov.au or from the Customer Service Area.

Note: Additional information regarding contaminated land matters for this property may also be provided on part 5 of this section 149 planning certificate. For further information contact Council on Ph.97079999.

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PO Box 8, Bankstown NSW 1885 **PH** 02 9707 9999 **FAX** 02 9707 9957

PLANNING CERTIFICATE

UNDER SECTION 149 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

Unless specified otherwise in this section of the certificate, the land is not affected by flood related development controls.

A Flood control lot.

The property is affected by a policy known as Bankstown Development Control Plan 2005, Part E3 - Flood Risk Management, by reference to the Punchbowl Catchment Flood Study, June 2012 (a copy of which is available for inspection at Council's Offices), which categorises land affected by the 100 year flood into two flood risk precincts:

- High flood risk precinct – Land below the 100 year flood that is either subject to a high hydraulic hazard or where there are significant evacuation difficulties; and
- Medium flood risk precinct - Land below the 100 year flood that is not subject to a high hydraulic hazard and where there are no evacuation difficulties.

Bankstown Development Control Plan 2005 includes flood related development controls for properties based on the relevant flood risk precinct. Contact Council for information about the flood risk precinct applying to this property.

8. LAND RESERVED FOR ACQUISITION

Not affected by either an Environmental Planning Instrument or proposed Environmental Planning Instrument referred to in clause 1 providing for the acquisition of the land or part of the land by a public authority, as referred to in Section 27 of the Environmental Planning & Assessment Act. Reference should be made to the LEP 2001 plan as a whole for details.

9. CONTRIBUTION PLANS

Affected by Bankstown City Council Section 94A Development Contributions Plan 2009 which allows Council to impose a levy on development within the City of Bankstown in accordance with Directions issued by the Minister for Planning. The levy will be spent on the provision of public works and infrastructure. Date of commencement 8th June 2009. For further details on the plan contact Council on 9707 9999 or visit Council's website – www.bankstown.nsw.gov.au

9A. BIODIVERSITY CERTIFIED LAND

Unless specified otherwise in this section of the certificate, the land is not biodiversity certified land within the meaning of Part 7AA of the Threatened Species Conservation Act 1995.

10. BIOBANKING AGREEMENTS

Unless specified otherwise in this section of the certificate, the land is not subject to a Biobanking Agreement under Part 7A of the Threatened Species Conservation Act 1995, made by the Department of Environment, Climate Change and Water that has notified Council of the existence of the agreement.

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PLANNING CERTIFICATE

UNDER SECTION 149 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

11. BUSHFIRE PRONE LAND

Unless specified otherwise in this section of the certificate, the land is not bushfire prone.

12. PROPERTY VEGETATION PLANS

Unless specified otherwise in this section of the certificate, the land is not subject to a Property Vegetation Plan under the Native Vegetation Act 2003, as approved by any other authority that has notified Council of the existence of the plan.

13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Unless specified otherwise in this section of the certificate, the land is not subject to a Tree Order under the Trees (Disputes Between Neighbours) Act 2006, made by an authority that has notified Council of the existence of the order.

14. DIRECTIONS UNDER PART 3A

Unless specified otherwise in this section of the certificate, the land is not subject to a Direction by the Minister under section 75P (2) (c1) of the Act that a provision of an EPI does not have an effect.

15. SITE COMPATIBILITY CERTIFICATES & CONDITIONS FOR SENIORS HOUSING

Unless specified otherwise in this section of the certificate, the land is not subject to a development application granted after 12.10.2007 under SEPP (Housing for Seniors or People with a Disability) 2004 setting out the terms of any conditions imposed under clause 18(2) or a current site compatibility certificate issued under clause 25 of the SEPP.

16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

Unless specified otherwise in this section of the certificate, the land is not subject to a development application under clause 19 of SEPP (Infrastructure) 2007 where a valid site compatibility certificate has been issued.

17. SITE COMPATIBILITY CERTIFICATES & CONDITIONS FOR AFFORDABLE RENTAL HOUSING

Unless specified otherwise in this section of the certificate, the land is not subject to a development application under SEPP (Affordable Rental Housing) 2009 where a valid site compatibility certificate and conditions have been issued.

BANKSTOWN CITY COUNCIL
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PLANNING CERTIFICATE

UNDER SECTION 149 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

18. PAPER SUBDIVISION INFORMATION

Unless specified otherwise in this section of the certificate, the land is not subject to a paper subdivision or subdivision order.

19. SITE VERIFICATION CERTIFICATES

Unless specified otherwise in this section of the certificate, the land is not subject to a current site verification certificate of which the Council is aware in respect to Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

MATTERS ARISING UNDER THE CONTAMINATED LAND MANAGEMENT ACT, 1997

Unless specified otherwise in this section of the certificate, there are no matters arising under Section 59(2) of the Contaminated Land Management Act 1997.

MATTERS ARISING UNDER THE NATION BUILDING AND JOBS PLAN (STATE INFRASTRUCTURE DELIVERY) ACT, 2009

Unless specified otherwise in this section of the certificate, there are no matters arising under Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009.

This completes the prescribed matters for the certificate under section 149(2) of the Environmental Planning and Assessment Act 1979, as amended. While this certificate indicates the zoning of the land, it is suggested that the relevant Planning Instrument be inspected on Council's website under Development – Planning Maps or at Council's Customer Service Centre to provide an overall view of the area and the site's surrounding zonings.

SECTION 149(5) DETAILS

At the date of this certificate, the following relevant matters are provided in good faith in accordance with the requirements of Section 149(5) of the Environmental Planning and Assessment Act 1979.

Council has selected the following matters for checking as those most likely to be of concern and do not comprise an exhaustive list. The absence of any reference to any matter affecting the land shall not imply that any matter not referred to in this certificate does not affect the land.

BANKSTOWN CITY COUNCIL
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PLANNING CERTIFICATE

UNDER SECTION 149 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

ADDITIONAL INFORMATION

Unless specified otherwise in this section of the certificate, there are no relevant matters arising under Section 149(5) of the Environmental Planning and Assessment Act 1979.

The property is identified by the Punchbowl Catchment Flood Study (June 2012) as being at a medium risk of flooding. For further information on the flood risk and flood related development controls, contact Council on 9707 9999.

Please contact Council's general enquiries number listed at the bottom of this sheet for further information about any matter referred to in this certificate.



Edward Casari – Acting Team Leader
Land Information Management

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PLANNING CERTIFICATE

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Appendix 1

Listed below are broad based Bankstown Local Environmental Plan 2001 amendments & Planning Proposals relating to general information which may affect the whole or part of the City.
(Note: As of 1 July 2009, Draft LEP's have been replaced with "planning proposals". A planning proposal is a document that explains the intended effect of, and justification for, a proposed LEP.)

Bankstown Local Environmental Plan 2001 (Amendment No.13), gazetted 22nd November, 2002
This plan aims to:
(a) manage and facilitate development for the benefit of the community and the City of Bankstown, &
(b) ensure a level of assessment which is appropriate for the type of development being proposed, &
(c) protect environmentally sensitive land from inappropriate development.

Bankstown Local Environmental Plan 2001 (Amendment No.16), gazetted 9th January, 2004
This plan aims to:
(a) correct minor mapping and drafting anomalies in Bankstown Local Environmental Plan 2001, &
(b) introduce controls for bulky goods complexes in the City of Bankstown, &
(c) amend definitions to provide consistency across development controls in Bankstown Local Environmental Plan 2001.

Bankstown Local Environmental Plan 2001 (Amendment No.22), gazetted 8th April, 2005
This plan aims to:
(a) correct minor mapping and drafting anomalies in Bankstown Local Environmental Plan 2001 relating to:
the rezoning of certain land, and
the floor space ratio for certain land, and
the wording of the definition of ***gross floor area***, and
the wording of a development standard for residential flat buildings on certain land, &
(b) omit the word "habitually" from the definition of ***brothel*** in the 2001 plan so as to include premises that are used (but not habitually used) for prostitution within that definition, &
(c) clarify that the gross floor area of a bulky goods showroom or salesroom in a bulky goods complex is to be at least 500 square metres.

Bankstown Local Environmental Plan 2001 (Amendment No.17), gazetted 8th September, 2006
This plan aims to:
Update references in Bankstown Local Environmental Plan 2001 to provisions in Bankstown Development Control Plan 2005 (adopted by Bankstown City Council on 21st December 2005) relating to exempt and complying development which were previously dealt with in Development Control Plan (DCP) No.35.

Draft Bankstown Local Environmental Plan 2012
This plan aims to:
Make local environmental planning provisions for land in the City of Bankstown in accordance with the relevant standard environmental planning instrument under Section 33A of the Environmental Planning and Assessment Act 1979.

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Appendix 2

State Environmental Planning Policies (SEPP's), Proposed SEPP's and Deemed SEPP's

Note: The names of the relevant instrument's plus their gazettal dates are listed below. For further details please refer to the Department of Planning website www.planning.nsw.gov.au under the heading "planning system – legislation and planning instruments".

SEPP No. 1 – Development Standards, gazetted 17.10.1980
SEPP No.10 – Retention of Low-Cost Rental Accommodation, gazetted 6.7.1984
SEPP No.19 – Bushland in Urban Areas, gazetted 24.10.1986
SEPP No.21 – Caravan Parks, gazetted 24.4.1992
SEPP No.30 – Intensive Agriculture, gazetted 8.12.1989
SEPP No.32 – Urban Consolidation (Redevelopment of Urban Land), gazetted 15.11.1991
SEPP No.33 – Hazardous and Offensive Development, gazetted 13.3.1992
SEPP No.50 – Canal Estate Development, gazetted 10.11.1997
SEPP No.55 – Remediation of Land, gazetted 28.8.1998
SEPP No.62 – Sustainable Aquaculture, gazetted 25.8.2000
SEPP No.64 – Advertising and Signage, gazetted 16.3.2001
SEPP No.65 – Design Quality of Residential Flat Development, gazetted 26.7.2002
SEPP – (Housing for Seniors or People with a Disability) 2004, gazetted 31.3.2004
SEPP – (Building Sustainability Index: BASIX) 2004, gazetted 25.6.2004
SEPP – (Major Development) 2005, gazetted 1.8.2005
SEPP – (Mining, Petroleum Production and Extractive Industries) 2007, gazetted 16.2.2007
SEPP – (Temporary Structures and Places of Public Entertainment) 2007, gazetted 28.9.2007
SEPP – (Infrastructure) 2007, gazetted 21.12.2007
SEPP – (Exempt and Complying Development Codes) 2008, gazetted 12.12.2008
SEPP – (Affordable Rental Housing) 2009, gazetted 31.7.2009
SEPP – (Sydney Drinking Water Catchment) 2011, gazetted 21.1.2011

PROPOSED SEPP - Competition SEPP, 27.7.2010

Note: As of 1 July 2009, regional environmental plans (REPs) are no longer part of the hierarchy of environmental planning instruments in NSW. The removal of the REP layer is intended to simplify the State's planning system. All existing REPs (listed below) are now deemed State environmental planning policies (SEPPs).

Deemed SEPP – Greater Metropolitan Regional Environmental Plan No. 2 – Georges River Catchment, gazetted 5.2.1999

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Appendix 3

Bankstown Development Control Plan 2005

DATE OF APPROVAL / COMMENCEMENT – 21st DECEMBER, 2005

The following is a list of the contents within Bankstown Development Control Plan 2005. If further information is required please contact Council on 9707 9999.

PART	CONTENT
A	Preliminary
B	Site Analysis
C	Definitions
D1	Exempt and Complying Development
D2	Residential Zones
D3	Key Development Sites in Residential Zones
D4	Business Zones
D5	Key Development Sites in Business Zones
D6	Industrial Zones
D7	Sustainable Commercial and Industrial Development
D8	Parking
D9	Advertising Signs
D10	Child Care Centres
D11	Educational Establishments
D12	Places of Public Worship
D13	Health Consulting Rooms
D14	Brothels
D15	Communications Facilities
E1	Demolition and Construction
E2	Tree Preservation Order
E3	Flood Risk Management

Please note: Council may be exhibiting draft changes to the development control plan that may affect your land. To find out more, please contact Council on 9707 9999 or check Council's website - www.bankstowncity.nsw.gov.au

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Appendix 4 - *Development which is allowed or prohibited within a zone*

Unless specified in other parts of the LEP 2001 plan, the table below indicates that development may be carried out with consent where "yes" is shown corresponding to that development, and where "yes" is not shown corresponding to that development, the development is prohibited.

Zone												
Development for the purpose of:	Rural	Residential			Business			Industrial		Special Uses	Open Space	
	1	2(a)	2(b)	2(c)	3(a)	3(b)	3(c)	4(a)	4(b)	5	6(a)	6(b)
Agriculture	yes										yes	
Amusement centres					yes	yes						
Animal boarding or training establishments	yes											
Bed and breakfast establishments		yes	yes	yes								
Boarding-houses			yes		yes	yes						
Brothels								yes	yes			
Bulky goods complex					yes							
Bulky goods salesrooms or showrooms					yes	yes	yes	yes	yes			
Business premises					yes	yes	yes					
Car parks		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Caravan parks											yes	
Centre based child care centres		yes	yes	yes	yes	yes	yes	yes	yes	yes		
Communications facilities	yes				yes	yes	yes	yes	yes	yes	yes	yes
Community facilities		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Convenience stores					yes	yes	yes	yes	yes			
Dams	yes	yes	yes	yes	yes	yes		yes	yes	yes	yes	yes
Depots								yes	yes			
Dual occupancies		yes	yes		yes	yes						
Dwelling houses	yes	yes	yes	yes	yes	yes						
Educational establishments		yes	yes	yes	yes	yes				yes		
Entertainment establishments					yes	yes	yes					
Entertainment facilities					yes	yes	yes	yes				
Extractive industries	yes											
Family day care centres		yes	yes	yes	yes	yes						
Family housing		yes	yes	yes								
Generating works								yes	yes			
Hazardous industries												
Hazardous storage establishments												
Health consulting rooms		yes	yes	yes	yes	yes	yes	yes	yes			
Helicopter landing sites					yes			yes		yes	yes	yes
Heliports												
High-tech industries							yes					
Highway service centres						yes	yes	yes				
Home-based child care centres		yes	yes	yes								
Home business	yes	yes	yes	yes	yes	yes						
Home offices	yes	yes	yes	yes	yes	yes						

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Zone												
Development for the purpose of:	Rural	Residential			Business			Industrial		Special Uses	Open Space	
	1	2(a)	2(b)	2(c)	3(a)	3(b)	3(c)	4(a)	4(b)	5	6(a)	6(b)
Hospitals		yes	yes	yes	yes	yes	yes	yes	yes	yes		
Hotels					yes	yes	yes	yes				
Housing for older people or people with a disability		yes	yes	yes	yes	yes				yes		
Industries								yes				
Institutions								yes				
Junk yards								yes				
Landfilling	yes	yes	yes	yes	yes	yes		yes	yes	yes	yes	yes
Light industries								yes	yes			
Marinas		yes	yes								yes	yes
Materials recycling yards								yes				
Medical centres					yes	yes	yes	yes	yes			
Mines												
Motels			yes		yes	yes	yes	yes	yes			
Motor showrooms					yes	yes	yes	yes	yes			
Multi Dwelling Housing				yes								
Offensive industries												
Offensive storage establishments												
Office premises					yes	yes	yes	yes	yes			
Passenger transport terminals					yes	yes	yes	yes	yes			
Places of public worship		yes	yes	yes	yes	yes	yes	yes	yes			
Plant hire							yes	yes	yes			
Public buildings		yes	yes	yes	yes	yes	yes	yes	yes	yes		
Recreation areas	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Recreation facilities	yes				yes	yes	yes	yes	yes		yes	yes
Registered clubs					yes	yes	yes	yes	yes			yes
Research facilities					yes	yes	yes	yes	yes			
Residential flat buildings			yes		yes	yes						
Restaurants					yes	yes	yes	yes	yes			
Restricted premises					yes							
Retail plant nurseries					yes	yes	yes	yes	yes			
Roadside stalls												
Road transport terminals								yes				
Rowhouses		yes	yes		yes	yes						
Sanctuaries	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Secondary Dwellings				yes								
Serviced apartments			yes		yes	yes						
Service stations					yes	yes	yes	yes	yes			
Shops					yes	yes						
Transport depots								yes				
Utility installations	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Vehicle body repair workshops								yes	yes			
Vehicle repair stations					yes	yes	yes	yes	yes			
Villas		yes	yes		yes	yes						
Warehouses or distribution centres						yes	yes	yes	yes			
Waste disposal												

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Application No. 9044911 Created on 2/03/2015 10:23:01



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

METROPOLITAN WATER SEWERAGE...

DIAGRAM OF SANITARY DRAINAGE

Municipality of BANKSTOWN **SEWER AVAILABLE** Diagram No. 167802

SYMBOLS AND ABBREVIATIONS

⊠	Boundary Trap	■ R.V	Reflux Valve	I.P.	Induct Pipe	Bsn.	Basin
■	Pit	—o—	Cleaning Eye	M.F.	Mica Flap	Shr.	Shower
■ G.I.	Grease Interceptor	oVert	Vertical Pipe	T.	Tubs	W.I.P.	Wrought Iron Pipe
■	Gully	oV.P.	Vent. Pipe	K.S.	Kitchen Sink	C.I.P.	Cast Iron Pipe
■ P.T.	P. Trap	oS.V.P.	Soil Vent. Pipe	W.C.	Water Closet	F.W.	Floor Waste
■ R.S.	Reflux Sink	D.C.C	Down Cast Cowl	B.W.	Bath Waste		

Existing drainage shown by black lines. Scale : 40 Feet to an Inch New drainage shown by full blue lines.

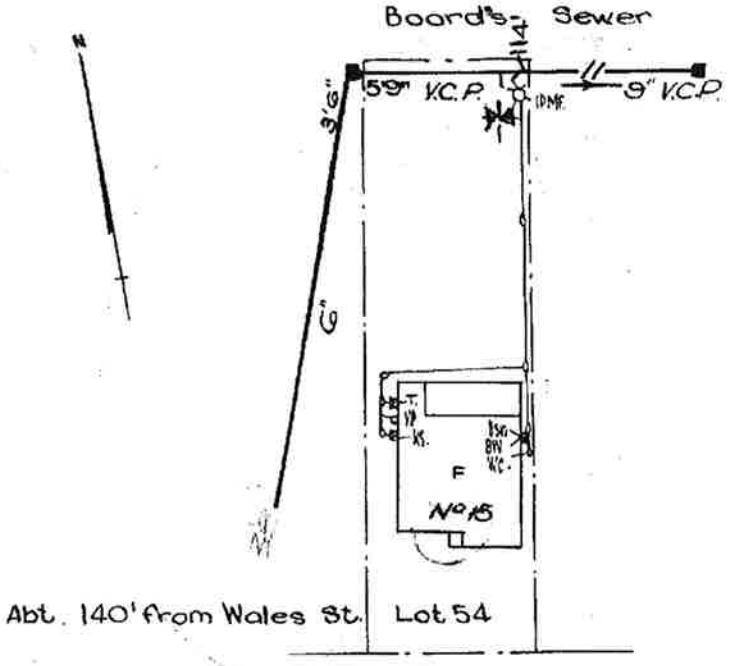
This diagram is the property of the Proprietor and is to be returned to him on completion of the work.

Certificates for drainage and sanitary plumbing may be obtained on application at the office of the Board by the Drainer or Plumber concerned.

~~The Board accepts no responsibility for the suitability of the diagram in relation to the eventual position of the Board's sewer. When the sewer becomes available it will be necessary to apply for a revised diagram~~

This work must be carried out in accordance with the Board's By-laws and Regulations.
(4" dia. pipes may be used in lieu of 6" dia. pipes as shown on this diagram if the property owner so desires, provided that the relative levels of the sewer and house fixtures will permit of the pipes being laid with regulation grades and cover. For further information consult Board's Inspector)

This work will be tested from .....



LIMA ST.

5

SHEET Nº 1156

.....19...
For Engineer-in-Chief

OFFICE USE ONLY 102'880

W.C.	Designed by	Date	Inspector	First Visit	Passed	Date
B.W.	.....	/ /	.....	/ /	/ /	
Shr.	Inspector		This helio must be returned as soon as possible or NOT LATER THAN BTR	..... Inspector		/ /
Bsn.	Examined by			Checked with Design and Diagram		
K.S.	.....	/ /				
T.	Chief Inspector					
Plg.						/ /

TE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and ition of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of ney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

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;

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(iv) please provide details of insurance under the *Home Building Act 1989*.

16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?

17. If a swimming pool is included in the property:
    (a) when did construction of the swimming pool commence?
    (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
    (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
    (d) are there any outstanding notices or orders?

18.
    (a) To whom do the boundary fences belong?
    (b) Are there any party walls?
    (c) If the answer to Requisition (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.