

Contract for the sale and purchase of land 2018 edition

TERM

MEANING OF TERM

eCOS ID: 56892859

NSW Duty:

vendor's agent

SINGER RESIDENTIAL

Phone: 0457056811

11 BEAM STREET, COMO NSW 2226

Fax:

co-agent

Ref:

vendor

HELEN ANN NOVAK - 32/18-20 Knocklayde Street, Ashfield NSW 2131

vendor's solicitor

Photios Vouroudis & Co

Phone: 02 9744 6233

1 195b Burwood Road Burwood NSW 2134

Fax: 9744 1860

Ref: novak 11315

date for completion 42 days after the contract date

(clause 15)

Email: vouroudis@bigpond.com

land

27 PETUNIA AVE BANKSTOWN NSW 2200

(Address, plan details and title reference)

LOT 35A IN DEPOSITED PLAN 11448

35A/D/11448

improvements

☒ VACANT POSSESSION

☐ Subject to existing tenancies

☒ HOUSE

☐ garage

☐ carport

☐ home unit

☐ carspace

☐ storage space

☐ none

☐ other:

attached copies

☐ documents in the List of Documents as marked or as numbered:

☐ other documents:

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

inclusions

☐ blinds

☐ dishwasher

☐ light fittings

☐ stove

☐ built-in wardrobes

☐ fixed floor coverings

☐ range hood

☐ pool equipment

☐ clothes line

☐ insect screens

☐ solar panels

☐ TV antenna

☐ curtains

☐ other:

exclusions

purchaser

purchaser's solicitor

Phone:

Fax:

Ref:

price

\$

Email:

deposit

\$

(10% of the price, unless otherwise stated)

balance

\$

contract date

(if not stated, the date this contract was made)

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

novak 11315

56892859

Vendor agrees to accept a *deposit-bond* (clause 3)

☐ NO ☐ YES

proposed *electronic transaction* (clause 30)

☐ NO ☐ YES

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 38-0
- ☐ input-taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *RW payment*
(residential withholding payment)

☐ NO ☐ YES (if yes, vendor must provide further details)

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
☐ 1 property certificate for the land	☐ 32 property certificate for strata common property
☐ 2 plan of the land	☐ 33 plan creating strata common property
☐ 3 unregistered plan of the land	☐ 34 strata by-laws
☐ 4 plan of land to be subdivided	☐ 35 strata development contract or statement
☐ 5 document that is to be lodged with a relevant plan	☐ 36 strata management statement
☐ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	☐ 37 strata renewal proposal
☐ 7 additional information included in that certificate under section 10.7(5)	☐ 38 strata renewal plan
☐ 8 sewerage infrastructure location diagram (service location diagram)	☐ 39 leasehold strata – lease of lot and common property
☐ 9 sewer lines location diagram (sewerage service diagram)	☐ 40 property certificate for neighbourhood property
☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	☐ 41 plan creating neighbourhood property
☐ 11 planning agreement	☐ 42 neighbourhood development contract
☐ 12 section 86G certificate (positive covenant)	☐ 43 neighbourhood management statement
☐ 13 survey report	☐ 44 property certificate for precinct property
☐ 14 building information certificate or building certificate given under legislation	☐ 45 plan creating precinct property
☐ 15 lease (with every relevant memorandum or variation)	☐ 46 precinct development contract
☐ 16 other document relevant to tenancies	☐ 47 precinct management statement
☐ 17 licence benefiting the land	☐ 48 property certificate for community property
☐ 18 old system document	☐ 49 plan creating community property
☐ 19 Crown purchase statement of account	☐ 50 community development contract
☐ 20 building management statement	☐ 51 community management statement
☐ 21 form of requisitions	☐ 52 document disclosing a change of by-laws
☐ 22 clearance certificate	☐ 53 document disclosing a change in a development or management contract or statement
☐ 23 land tax certificate	☐ 54 document disclosing a change in boundaries
	☐ 55 information certificate under Strata Schemes Management Act 2015
	☐ 56 information certificate under Community Land Management Act 1989
	☐ 57 document relevant to off-the-plan sale
Home Building Act 1989	Other
☐ 24 insurance certificate	☐ 58
☐ 25 brochure or warning	
☐ 26 evidence of alternative indemnity cover	
Swimming Pools Act 1992	
☐ 27 certificate of compliance	
☐ 28 evidence of registration	
☐ 29 relevant occupation certificate	
☐ 30 certificate of non-compliance	
☐ 31 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by 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 contract 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.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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 –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder...
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving 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 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each party tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the party who becomes entitled to it) with a bank, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the party equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 normally, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 normally, the vendor must give the purchaser the *deposit-bond*; or
 - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 Normally, the purchaser must serve at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
 - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 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.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property*, given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the GST Act have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or; if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 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 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

- 16.1 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 lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party 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* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by 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 –
- 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 prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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 email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; 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, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) 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.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is 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;
- 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; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice 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* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 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. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) 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 under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

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

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
 - 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
 - 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
 - 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
 - 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
 - after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
 is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
 - 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
 - 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
 - 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
 - 30.6.2 create and populate an *electronic transfer*;
 - 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
 - 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
 - 30.7.2 create and populate an *electronic transfer*;
 - 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
 - 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
 - 30.9.2 the vendor must populate the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.
- 30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage; discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 . . . serve evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

**SPECIAL CONDITIONS
FORMING PART OF THE CONTRACT FOR THE SALE OF LAND (2018)**

1. Interpretation and Definitions

In this contract unless the context indicates a contrary intention, the following provisions apply:

- (a) **Plural**. Words importing the singular number shall include the plural and vice versa.
- (b) **Gender**. Words importing any particular gender include all other genders.
- (c) **Persons and Corporations**. Any reference to a person shall be deemed to include individuals, corporations, partnerships and government bodies and vice versa.
- (d) **Headings**. Headings of clauses and sub-clauses have been inserted for guidance only and shall not form any part of the context and shall not limit or govern the construction of this contract.
- (e) **Construction**. No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract or any part of it.
- (f) **Conflict**. If there is any conflict between the provisions of these special conditions and those contained in the printed conditions of this contract, these special conditions prevail.

2. Amendments to printed form of Contract

This contract is amended as follows:-

- (a) **Clause 7.1.1** is amended by substituting "5%" of the price" with \$1.00.
- (b) **Clause 16.5**: delete the words "plus another 20% of that fee".
- (c) **Clause 16.7** is amended by deleting the words "or settlement cheque" and substituting the words "bank cheque", and by deleting the words "cash (up to \$2,000.00)".
- (d) **Clause 16.8** is deleted.

3. General

- (a) In the event of any inconsistency between these additional conditions and the printed form of this contract, these additional conditions shall prevail to the extent of the inconsistency.
- (b) Notwithstanding clause 5 of this contract, particulars of title shall be deemed to have been properly given and delivered to the purchaser on exchange of contracts.

4. Incapacity or death of the parties

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the parties at law or in equity had this clause not been included herein, should either party prior to completion –

- (a) Die or become mentally ill, then the other party may rescind this contract by notice in writing to the counterpart or his solicitor herein named and the provisions of clause 19 hereof shall apply.
- (b) Be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or being a company resolve to go into liquidation or have a petition for winding up the purchaser presented, or entered into any scheme or arrangement with its creditors under Part 7 of the Companies Act 1961 (as amended) or should any liquidator, receiver or official manager be appointed in respect of either party, then that party shall be deemed to be in default hereunder and in the case of the purchaser so defaulting, the provisions of clause 9 hereof shall apply.

5. Real Estate Agent

The purchaser warrants that he has not been introduced to the vendor or to the property by or through the intervention of any Real Estate Agent entitled to claim commission on this sale other than the Real Estate Agent, if any, referred to on the front page of this contract. The purchaser agrees to indemnify and keep indemnified the vendor against all and any claims, actions, demands, costs (including legal and professional costs incurred by the vendor) and expenses of any nature which the vendor may suffer or incur or for which the vendor may become liable in respect of or arising out of the purchaser's breach of this warranty. This clause shall not merge on completion.

6. Condition of the property and the inclusions

- (a) The purchaser acknowledges that he enters into this contract relying solely on his own inspection and enquiries and no representations, warranties or promises have been made by, or given by, or on behalf of the vendor in relation to the location, condition, state of repair and the suitability of the property for a particular purpose.
- (b) The purchaser acknowledges and accepts the present condition and state of repair of the inclusions of the property as at the date of this contract and must not make any objection, requisition or claim for compensation for the general fair wear and tear, loss of or damage to the inclusions which is not caused by the act or default of the vendor.
- (c) Notwithstanding anything herein contained, the purchaser shall not require the vendor to clean the property or to remove any rubbish or debris from the property on or before completion.

7. Title subject to encroachment etc.

Subject to section 52A of the Conveyancing Act 1919 (NSW) and the Conveyancing (Vendor Disclosure and Warranty) Regulation 1986, the purchaser takes title subject to and may not make any objection, requisition or claim for compensation nor delay completion nor rescind or terminate this contract in respect of or arising out of:

- (a) any encroachment by or upon the property;
- (b) any non-compliance with the Local Government Act 1993 (NSW) by improvements erected on the property.

8. Representations and Warranties

The purchaser warrants that:

- (a) unless stated otherwise in this contract, he has not entered into this contract in reliance on any documents or brochures produced or any expressed or implied statement, representation, promise or warranty made by the vendor or on its behalf (including any real estate agent) in respect of any matter relating to the property or which has or may have an affect on the property, including but not limited to the matters enumerated in (b) (i) to (ix) hereunder; and
- (b) he shall not make any objection, requisition or claim for compensation in relation to, nor rescind, terminate or delay completion of this contract, because of:
 - (i) the location of the property and/or the area of the land or any improvements thereon;
 - (ii) the suitability of the property or improvements for any use including, without limiting, the conduct of a business or any development whatsoever;
 - (iii) the financial return or income to be derived from the property;
 - (iv) the presence in or upon the property of asbestos or other hazardous substances or any environmental hazard or contamination;
 - (v) the presence of any sewer drain manhole or vent on the property;
 - (vi) any rainwater down pipe being connected to the sewer;
 - (vii) the state of repair or condition of any service to and on the property;
 - (viii) the nature, location, availability or non-availability of any such service; or
 - (ix) whether or not the property is subject to or has the benefit of any right or easement in respect of any service to the property or the mains, pipes or connections thereof or the lack of any easements or rights in respect of any encroachment by or upon the land.

9. Building Certificate

The purchaser acknowledges and agrees that:

- (a) The vendor does not hold a Building Certificate in respect of the property.
- (b) Despite clause 11, if the purchaser applies for a Building Certificate before completion and the Council makes a *work order* or refuse to issue the Certificate for any reason, or informs the purchaser of work to be done before it will issue the Certificate, then:-
 - (i) the purchaser must not require the vendor to comply with the *work order*, remedy the reason, or do the work;
 - (ii) the purchaser must not make a requisition or claim, or attempt to delay completion, or attempt to rescind or terminate because of any matter referred to in, or arising out of this clause 9.; and

- (iii) the purchaser indemnifies the vendor against any liability, loss, claim, damages, costs and expenses arising from or incurred in connection with the purchaser applying for a Building Certificate and any *work order*, notice or requirement of the Council arising from that application.

10. Survey or Building Report

Annexed hereto is a copy of a survey report by _____ dated _____.
The purchaser acknowledges having perused the survey report prior to entering into this contract and will make no objection, requisition or claim for compensation in relation to any matter disclosed therein, relating thereto or arising there from. The purchaser further acknowledges that the original survey report mentioned herein will not be handed over to the purchaser at settlement.

11. Swimming Pool

The purchaser acknowledges that if there is a swimming pool erected on the property, the property may not comply with the provisions of the Swimming Pools Act 1992 as amended ("the Act") and the Swimming Pools Regulations 1998 as updated ("the Regulations"). The purchaser shall not make any objection, requisition or claim for compensation, nor delay completion in respect of the existence of a swimming pool on the property or the fact that the property does not comply with the Act and/or the Regulations.

12. Drainage Diagram

The vendor discloses and the purchaser acknowledges that the drainage diagram attached to this contract is the only one available from Sydney Water and the purchaser shall not make any objection, requisition or claim, or rescind or delay completion in respect of the drainage diagram as annexed herein.

13. Removal of Charges

The vendor shall be under no obligation to remove any charge on the property in respect of any rate, tax or outgoing until completion of this contract and the vendor shall not be deemed to be unable, not ready or unwilling to complete this contract in consequence of any charge upon the property for any rate, tax or outgoing and shall be entitled to serve a notice to complete on the purchaser notwithstanding that, at the time such notice is so served (or at any time after service), there may be a charge upon the property in respect of any such rate, tax or outgoing.

14. Deposit

Where the vendor has agreed, the purchaser must pay a deposit equal to 10% of the price, payable as follows:

- (a) 5% on the making of this contract; and
- (b) 5% on the earlier of termination or completion of this contract. This clause only to apply if less than 10% deposit is paid on exchange.

15. Release of Deposit

When requested by the vendor, the purchaser must release the deposit as is required by the vendor for use as the following:

- (a) payment of the deposit for the purchase of another property;
- (b) payment of stamp duty for the purchase of another property

16. Warranty re. Finance Approval

The purchasers warrant to the vendor that they either:

- (a) hold a current loan in an amount and upon terms satisfactory to them and sufficient to enable completion of this contract within the time stipulated and upon the terms and conditions set out herein; or
- (b) do not require finance to complete this purchase.

And the purchasers shall remain liable to the vendor for damages arising from the breach of the purchasers' warranty notwithstanding that the purchasers may have rights pursuant to the Consumer Credit Code (NSW) Act 1995. The purchasers further acknowledge that the vendor relies upon this warranty in entering into this contract.

17. Completion

Notwithstanding anything herein contained:

- (a) Completion of this contract will take place on or before 3 p.m. on the completion date. If that date is not a business day, the completion date will be the next business day.
- (b) If this contract is not completed on or by the completion date the vendor and the purchaser will be entitled by notice in writing to the other, to fix a date and time for completion of this contract and in this regard, making the time for completion essential.
- (c) It is expressly agreed by the vendor and the purchaser that fourteen (14) days between (but excluding) the date of service of the notice and (including) the date for completion specified in the notice, will be reasonable and adequate time for the insertion in any notice served by one party on the other requiring completion of this contract even though the period includes days which are not business days. The party giving such notice may specify a time between 12.00 noon and 3.00 p.m. on the date specified for completion. The vendor may at any time withdraw the notice without prejudice to the continuing right of the vendor to give any further such notice.
- (d) If completion does not take place on or before the completion date for any reason, not solely attributable to the vendor, then without prejudice to all other remedies of the vendor, the purchaser must pay on completion to the vendor by way of liquidated damages, interest on the balance of the purchase money at the rate of ten per centum (10%) per annum calculated from (but excluding) the completion date until the date of completion of this contract. Payment of interest under this contract is an essential term and the vendor is not obliged to complete unless the purchaser pays all interest on completion.

- (e) The purchaser acknowledges that the interest rate specified represents a genuine pre-estimate of the losses that the vendor would suffer as a result of a failure by the purchaser to complete on the completion date.

18. Guarantee and Rescission

- (a) It is an essential condition of this contract that the purchaser, if a company, must deliver to the vendor a guarantee in the form of the Director's Guarantee, a copy of which is annexed duly executed by the directors and by the principal shareholders of the purchaser within two business days of request by the vendor.
- (b) Notwithstanding anything herein contained, if a party exercises a right to rescind expressly given by this contract or any legislation, that party shall have no claim for damages, costs or expenses and the right of rescission shall be the only remedy.

19. Submission of Transfer

The purchaser acknowledges the provisions of clause 4 hereof in relation to time for submission of the transfer. In the event that the purchaser fails to deliver the transfer to the vendor's solicitor on or before 7 days before the completion date, the purchaser agrees to pay to the vendor by way of adjustment at settlement, the sum of \$150.00 towards the cost of arranging execution of such transfer on short notice. The purchaser acknowledges that payment of such sum is an essential term of this contract.

20. GST (Residential Premises)

- 1. Notwithstanding anything else contained in this contract, the purchaser and the vendor agree:
 - (a) that the property has been used as a residence for residential purposes;
 - (b) the purchaser agrees, on and after completion of this sale, to use the property predominantly for residential accommodation.
- 2. In the event of the vendor being liable or becoming liable for GST, because of the purchaser's failure to comply with the above clause:
 - (a) the purchaser agrees to pay to the vendor within fourteen (14) days of notification to the purchaser of the vendor's liability, the amount of the GST, including any additional penalty and interest; and
 - (b) if the purchaser is entitled to an input tax credit and if the vendor is registered for GST, the vendor shall deliver to the purchaser, a tax invoice in a form which complies with the GST Act.

21. GST (Taxable Supply)

- 1. It is agreed that the consideration for the supply expressed in this contract is exclusive of the vendor's liability for GST.
- 2. On completion:

- (a) the purchaser must pay to the vendor, in addition to the total purchase price, the amount payable by the vendor as GST on the taxable supply made by the vendor under this contract;
- (b) the vendor shall deliver to the purchaser a tax invoice for the supply in a form which complies with the GST Act and the regulations.

22. Settlement Cancellation Charge

If the vendor's solicitor or representative attended settlement and the settlement was subsequently cancelled for any reason other than the willful default on the part of the vendor, the purchaser must pay to the vendor, in addition to any money payable under this contract, the sum of Two hundred & seventy five dollars (\$275.00) for the additional legal cost and other expenses incurred by the vendor as a result of the cancellation of settlement. The purchaser acknowledges that the sum of \$275.00 is a genuine pre-estimate of the additional expenses and it is an essential term of this contract that such amount must be paid on or before settlement.

23. Directors Guarantee

Purchaser:

ACN:

Incorporated in the State of:

(herein called the "Purchasing Company").

I/We
being director(s) of

("the Guarantor/s")
Pty Limited ("the purchasing company").

In consideration of "the Vendor" at my/our request agreeing to sell the property described in this contract to the Purchasing Company DO HEREBY GUARANTEE to the Vendor the due and punctual performance by the Purchasing Company of ALL THE TERMS AND CONDITIONS of the within Contract and do further COVENANT AND AGREE THAT I/WE WILL INDEMNIFY and keep the Vendor indemnified against any loss and damage howsoever arising which the Vendor may suffer in consequence of any failure of the Purchasing Company to perform its obligations under the within Contract.

The Guarantors acknowledge prior to execution hereunder that they have read and understood as evidenced by their signatures hereto the terms and conditions of this Contract for Sale in its entirety.

Signed by

.....

in the presence of:

.....

Signed by

.....

in the presence of:

.....

PLANNING CERTIFICATE

UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

Info Track
DX 578
SYDNEY

CERTIFICATE DETAILS

NUMBER	20191201	DATE	26-Apr-2019
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RECEIPT AND REFERENCE DETAILS

FEE	\$133.00		
RECEIPT NUMBER	4151175	RECEIPT DATE	24-Apr-2019
REFERENCE	NOVAK 11315:46119		

PROPERTY DESCRIPTION

PROPERTY	27 Petunia Avenue, BANKSTOWN NSW 2200		
TITLE	Lot 35A Sec D DP 11448		
PARISH	Bankstown	COUNTY	CUMBERLAND

PLANNING INSTRUMENTS

In accordance with Section 10.7(2) and at the date of this certificate the following Environmental Planning Instruments apply to the land.

Bankstown Local Environmental Plan 2015 Gazetted on 05-Mar-2015

LAND ZONING

R2 Low Density Residential

PLANNING CERTIFICATE

UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

SECTION 10.7(2) DETAILS

In accordance with section 10.7(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 Bankstown Local Environmental Plan 2015 Amendments and Planning Proposals in respect of general information as detailed in Appendix 1.

Affected by Planning Proposal_2018_CBANK_005_00 which proposes to prohibit multi dwelling housing on land within Zone R2 Low Density Residential in the former Bankstown Local Government Area.

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 2015 (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 clause 3.1 of the LEP 2015 plan and the land use table as detailed in Appendix 4. Reference should be made to the LEP 2015 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 Part 2 and clause 3.2 of the LEP 2015 plan and detailed in Appendix 4. Reference should be made to the LEP 2015 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 Part 2 and clauses 4.1A-2(c), 4.1B-2(4), 6.6 and 6.8 of the LEP 2015 plan and detailed in Appendix 4. Reference should be made to the LEP 2015 plan as a whole for details.

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.

PLANNING CERTIFICATE

UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

3. COMPLYING DEVELOPMENT

Housing Code

Complying development under the 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:-

- R2 Low Density Residential, R3 Medium Density Residential, R4 High Density Residential
- B1 Neighbourhood Centre, B2 Local Centre, B4 Mixed Use, B5 Business Development, B6 Enterprise Corridor, B7 Business Park
- IN1 General Industrial, IN2 Light Industrial
- SP1 Special Activities, SP2 Infrastructure
- RE1 Public Recreation, RE2 Private Recreation
- E1 National Park and Nature Reserves
- Land unzoned under LEP 2015.....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:-

- RU4 Primary Production Small Lots
- R2 Low Density Residential, R3 Medium Density Residential, R4 High Density Residential
- SP1 Special Activities, SP2 Infrastructure
- RE1 Public Recreation, RE2 Private Recreation

PLANNING CERTIFICATE

UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

- E1 National Park and Nature Reserves
- Land unzoned under LEP 2015.....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:-

- RU4 Primary Production Small Lots
- R2 Low Density Residential, R3 Medium Density Residential, R4 High Density Residential
- SP1 Special Activities, SP2 Infrastructure
- RE1 Public Recreation, RE2 Private Recreation
- E1 National Park and Nature Reserves
- Land unzoned under LEP 2015.....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.

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).

PLANNING CERTIFICATE

UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

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, which may restrict the development of the land because of the likelihood of acid sulfate soils. For further information, please refer to clause 6.1 of LEP 2015 or contact Councils Planning staff on 9707 9000.

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 Canterbury-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 10.7 planning certificate. For further information contact Council on 9707 9000.

PLANNING CERTIFICATE

UNDER SECTION 10.7 (2) 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 2015, Part B12 - Flood Risk Management and clause 6.3 – Flood planning of the LEP 2015, by reference to the Salt Pan Creek Stormwater Catchment Study (June 2007) and Report Addendum (October 2009) (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 2015 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 5.1 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 2015 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 Canterbury-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 9000 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.

PLANNING CERTIFICATE

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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.

PLANNING CERTIFICATE

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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.

20. LOOSE-FILL ASBESTOS INSULATION

A residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill ceiling insulation. Contact NSW Fair Trading for more information.

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

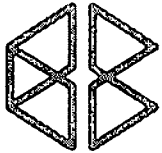
Unless specified otherwise in this section of the certificate, there are no matters arising under Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009.

This completes the prescribed matters for the certificate under section 10.7(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 10.7(5) DETAILS

At the date of this certificate, the following relevant matters are provided in good faith in accordance with the requirements of Section 10.7(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.



PLANNING CERTIFICATE

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ADDITIONAL INFORMATION

Unless specified otherwise in this section of the certificate, there are no relevant matters arising under Section 10.7(5) of the Environmental Planning and Assessment Act 1979.

The property is identified by the Salt Pan Creek Stormwater Catchment Study (June 2007) and Report Addendum (October 2009) as being at a medium risk of flooding. For further information on the flood risk and flood related development controls, contact Council on 9707 9000.

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.

Melissa Ratkun
Manager Information Management

PLANNING CERTIFICATE

UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

Appendix 1

Bankstown Local Environmental Plan 2015 Amendments & Planning Proposals. *(relating to general information only which may affect part or the whole 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.

Nil

PLANNING CERTIFICATE

UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

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.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 – (Miscellaneous Consent Provisions) 2007, gazetted 26.10.2007
 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 2015

DATE OF COMMENCEMENT – 13th May 2015

The following is a list of the contents within Bankstown Development Control Plan 2015. If further information is required please contact Council on 9707 9000.

INTRODUCTION	
PART A	PRECINCT CONTROLS
A1	Centres
A2	Corridors
A3	Key infill development sites
PART B	GENERAL CONTROLS
B1	Residential development
B2	Commercial centres
B3	Industrial precincts
B4	Sustainable development
B5	Parking
B6	Child care centres
B7	Educational establishments
B8	Places of public worship
B9	Sex services premises
B10	Telecommunications facilities
B11	Tree preservation order
B12	Flood risk management

Please note: Council may from time to time exhibit draft changes to the development control plan that may affect your land. To find out more, please contact Council on 9707 9000 or view Council's website and refer to the Development Control Plan - www.bankstown.nsw.gov.au

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Appendix 4

Land Use Table

Note. A type of development referred to in the Land Use Table is a reference to that type of development only to the extent it is not regulated by an applicable State environmental planning policy. The following State environmental planning policies in particular may be relevant to development on land to which this Plan applies:

State Environmental Planning Policy (Affordable Rental Housing) 2009 (including provision for secondary dwellings)
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (Infrastructure) 2007 (relating to public facilities such as those for air transport, correction, education, electricity generation, health services, ports, railways, roads, waste management and water supply systems)
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (Rural Lands) 2008
State Environmental Planning Policy No 33—Hazardous and Offensive Development
State Environmental Planning Policy No 50—Canal Estate Development
State Environmental Planning Policy No 62—Sustainable Aquaculture
State Environmental Planning Policy No 64—Advertising and Signage

Zone RU4 Primary Production Small Lots
Permitted without consent Home occupations
Permitted with consent Agriculture; Animal boarding or training establishments; Building identification signs; Business identification signs; Dwelling houses; Environmental facilities; Environmental protection works; Extensive agriculture; Farm buildings; Flood mitigation works; Intensive plant agriculture; Kiosks; Plant nurseries; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Roads; Roadside stalls; Water supply systems
Prohibited Any development not specified in item 2 or 3
Zone R2 Low Density Residential
Permitted without consent Home occupations
Permitted with consent Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Car parks; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Hospitals; Information and education facilities; Jetties; Multi dwelling housing; Places of public worship; Public administration buildings; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Water recreation structures; Water supply systems
Prohibited Any development not specified in item 2 or 3
Zone R3 Medium Density Residential
Permitted without consent Nil
Permitted with consent Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Car parks; Child care centres; Community facilities; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Group homes; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Places of public worship; Public administration buildings; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Water supply systems
Prohibited Any development not specified in item 2 or 3

PLANNING CERTIFICATE

UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

Zone R4 High Density Residential
Permitted without consent
Nil
Permitted with consent
Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Car parks; Child care centres; Community facilities; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Places of public worship; Public administration buildings; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Serviced apartments; Shop top housing; Water supply systems
Prohibited
Any development not specified in item 2 or 3

Zone B1 Neighbourhood Centre
Permitted without consent
Nil
Permitted with consent
Boarding houses; Building identification signs; Bulky goods premises; Business identification signs; Business premises; Car parks; Child care centres; Community facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Garden centres; Hardware and building supplies; Health services facilities; Information and education facilities; Kiosks; Landscaping material supplies; Markets; Medical centres; Neighbourhood shops; Office premises; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Research stations; Residential flat buildings; Respite day care centres; Restaurants or cafes; Roads; Seniors housing; Service stations; Shop top housing; Shops; Take away food and drink premises; Timber yards; Tourist and visitor accommodation; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Water supply systems
Prohibited
Any development not specified in item 2 or 3

Zone B2 Local Centre
Permitted without consent
Nil
Permitted with consent
Boarding houses; Building identification signs; Business identification signs; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Seniors housing; Service stations; Shop top housing; Tourist and visitor accommodation; Any other development not specified in item 2 or 4
Prohibited
Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Residential accommodation; Rural industries; Sewage treatment plants; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies

PLANNING CERTIFICATE

UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

Zone B4 Mixed Use
Permitted without consent
Nil
Permitted with consent
Boarding houses; Building identification signs; Business identification signs; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4
Prohibited
Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Residential accommodation; Resource recovery facilities; Rural industries; Sewage treatment plants; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse and distribution centres; Waste disposal facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies

Zone B5 Business Development
Permitted without consent
Nil
Permitted with consent
Building identification signs; Bulky goods premises; Business identification signs; Business premises; Child care centres; Food and drink premises; Garden centres; Hardware and building supplies; Hotel or motel accommodation; Kiosks; Landscaping material supplies; Markets; Neighbourhood shops; Office premises; Passenger transport facilities; Plant nurseries; Respite day care centres; Roads; Serviced apartments; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4
Prohibited
Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Home occupations (sex services); Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Residential accommodation; Resource recovery facilities; Restricted premises; Rural industries; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies

Zone B6 Enterprise Corridor
Permitted without consent
Nil
Permitted with consent
Building identification signs; Bulky goods premises; Business identification signs; Business premises; Community facilities; Food and drink premises; Garden centres; Hardware and building supplies; Hotel or motel accommodation; Kiosks; Landscaping material supplies; Light industries; Markets; Multi dwelling housing; Neighbourhood shops; Office premises; Passenger transport facilities; Plant nurseries; Residential flat buildings; Roads; Seniors housing; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4
Prohibited
Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Home occupations (sex services); Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Residential accommodation; Resource recovery facilities; Restricted premises; Rural industries; Sewage treatment plants; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies

PLANNING CERTIFICATE

UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

Zone B7 Business Park
Permitted without consent
Nil
Permitted with consent
Building identification signs; Business identification signs; Child care centres; Light industries; Neighbourhood shops; Office premises; Passenger transport facilities; Respite day care centres; Roads; Warehouse or distribution centres; Any other development not specified in item 2 or 4
Prohibited
Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Places of public worship; Port facilities; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Residential accommodation; Resource recovery facilities; Restricted premises; Rural industries; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Waste disposal facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies

Zone IN1 General Industrial
Permitted without consent
Nil
Permitted with consent
Agricultural produce industries; Building identification signs; Business identification signs; Depots; Food and drink premises; Freight transport facilities; Garden centres; General industries; Hardware and building supplies; Hospitals; Industrial training facilities; Kiosks; Landscaping material supplies; Light industries; Markets; Medical centres; Neighbourhood shops; Plant nurseries; Roads; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4
Prohibited
Agriculture; Air transport facilities; Airstrips; Amusement centres; Biosolids treatment facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Child care centres; Commercial premises; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Function centres; Health services facilities; Heavy industrial storage establishments; Home occupations (sex services); Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Port facilities; Residential accommodation; Respite day care centres; Restricted premises; Rural industries; Schools; Sewage treatment plants; Signage; Tourist and visitor accommodation; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies

Zone IN2 Light Industrial
Permitted without consent
Nil
Permitted with consent
Agricultural produce industries; Building identification signs; Business identification signs; Depots; Food and drink premises; Garden centres; Hardware and building supplies; Hospitals; Industrial training facilities; Kiosks; Landscaping material supplies; Light industries; Markets; Medical centres; Neighbourhood shops; Plant nurseries; Roads; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4
Prohibited
Agriculture; Air transport facilities; Airstrips; Amusement centres; Biosolids treatment facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Child care centres; Commercial premises; Correctional centres; Crematoria; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Recreation facilities (major); Residential accommodation; Resource recovery facilities; Respite day care centres; Restricted premises; Rural industries; Schools; Sewage treatment plants; Signage; Tourist and visitor accommodation; Transport depots; Truck depots; Waste disposal facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies

PLANNING CERTIFICATE

UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

Zone SP1 Special Activities
Permitted without consent
Nil
Permitted with consent
The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose
Prohibited
Any development not specified in item 2 or 3

Zone SP2 Infrastructure
Permitted without consent
Nil
Permitted with consent
Roads; The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose
Prohibited
Any development not specified in item 2 or 3

Zone RE1 Public Recreation
Permitted without consent
Nil
Permitted with consent
Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Car parks; Caravan parks; Charter and tourism boating facilities; Child care centres; Community facilities; Eco-tourist facilities; Emergency services facilities; Entertainment facilities; Environmental facilities; Environmental protection works; Extensive agriculture; Flood mitigation works; Food and drink premises; Function centres; Information and education facilities; Intensive plant agriculture; Jetties; Kiosks; Marinas; Markets; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Respite day care centres; Roads; Water recreation structures; Water supply systems; Wharf or boating facilities
Prohibited
Any development not specified in item 2 or 3

Zone RE2 Private Recreation
Permitted without consent
Nil
Permitted with consent
Building identification signs; Business identification signs; Car parks; Community facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Helipads; Kiosks; Marinas; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Roads; Water supply systems
Prohibited
Any development not specified in item 2 or 3

Zone E1 National Parks and Nature Reserves
Permitted without consent
Uses authorised under the National Parks and Wildlife Act 1974
Permitted with consent
Nil
Prohibited
Any development not specified in item 2 or 3

Zone W1 Natural Waterways
Permitted without consent
Nil
Permitted with consent
Boat launching ramps; Boat sheds; Charter and tourism boating facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Jetties; Marinas; Mooring pens; Moorings; Water recreation structures; Wharf or boating facilities
Prohibited
Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3



LAND
REGISTRY
SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 35A/D/11448

SEARCH DATE	TIME	EDITION NO	DATE
24/4/2019	2:44 PM	1	4/10/2018

LAND

LOT 35A OF SECTION D IN DEPOSITED PLAN 11448
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN
PARISH OF BANKSTOWN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP11448

FIRST SCHEDULE

HELEN ANN NOVAK

(AE AN757572)

SECOND SCHEDULE (1 NOTIFICATION)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

novak 11315

PRINTED ON 24/4/2019

* 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.

—Municipality of Bankstown—

A.826478 22.6.22.

DP 11448 @

PLAN

—of part of the Dorothy

—being a re-subdivision of part of Sections D.E.F.

Parish of Bankstown Count

—Scale 100 feet to an In.

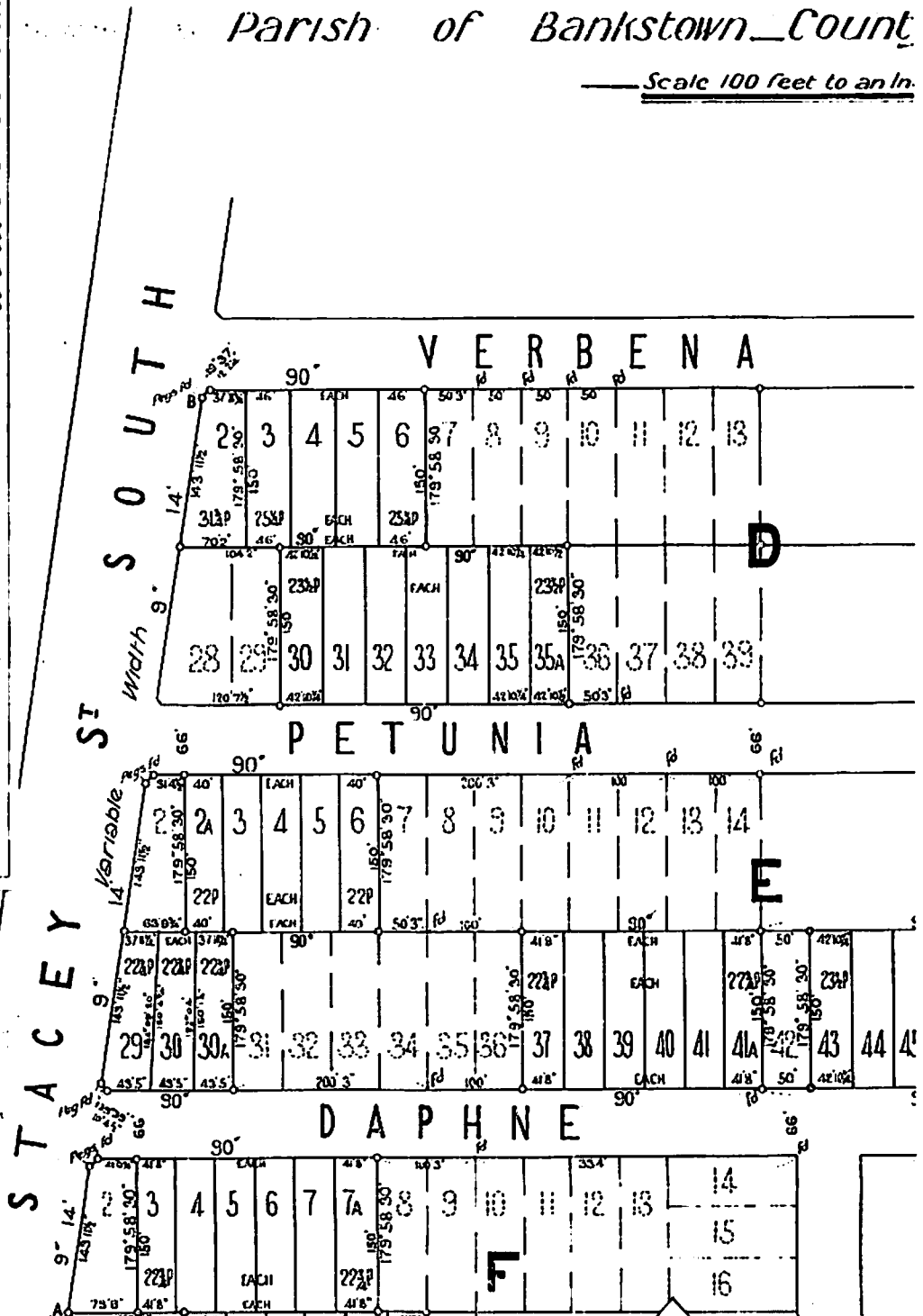
UNITED STATES OF AMERICA
COUNTY OF BANKSTOWN

UP 11448

FEET INCHES METERS

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4	0 0/0	0.000
5	0 0/0	0.000
6	0 0/0	0.000
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99	0 0/0	0.000
100	0 0/0	0.000

AC RD P	SW R
22 1/2	342.6
22 3/4	373.4
22 1/2	381.7
22 1/2	386.1
22 1/2	390.6
22 1/2	395.1
22 1/2	400.7
22 1/2	407
22 1/2	413.4
22 1/2	419.7
22 1/2	426
22 1/2	432.6
22 1/2	439



DP 11448

D.P. 11448

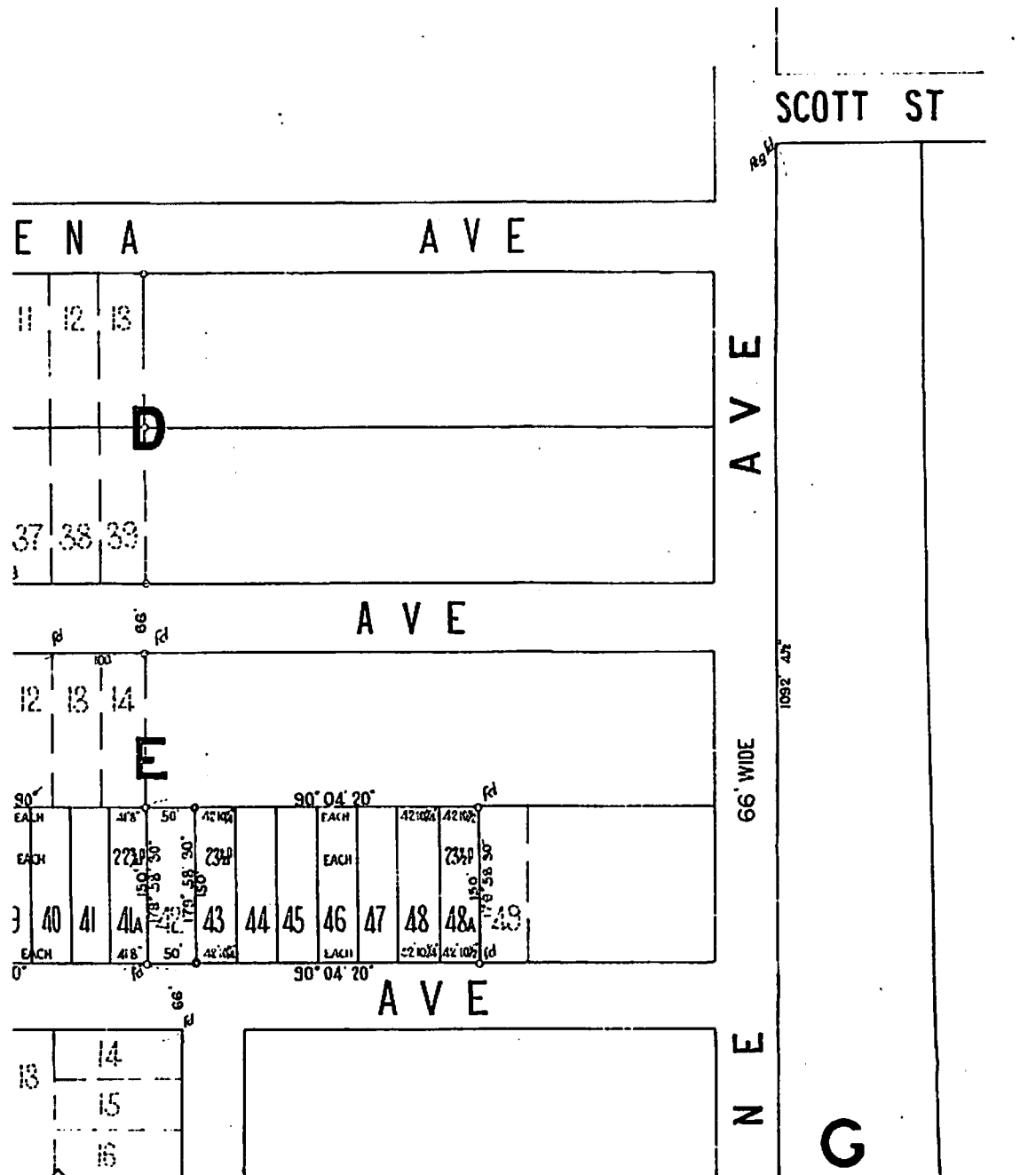
PLAN

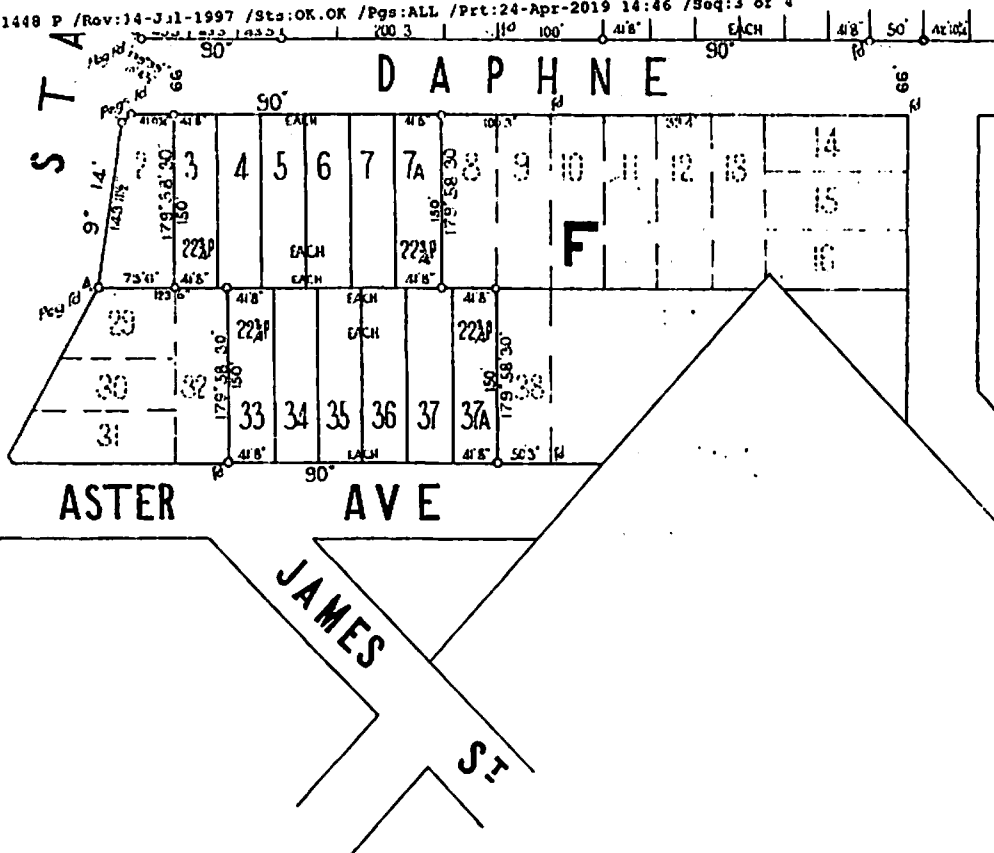
of part of the Dorothy Estate

of part of Sections D.E.F.&G on Dep. Plans 8289 & 9293

stown County of Cumberland

Scale 100 feet to an inch



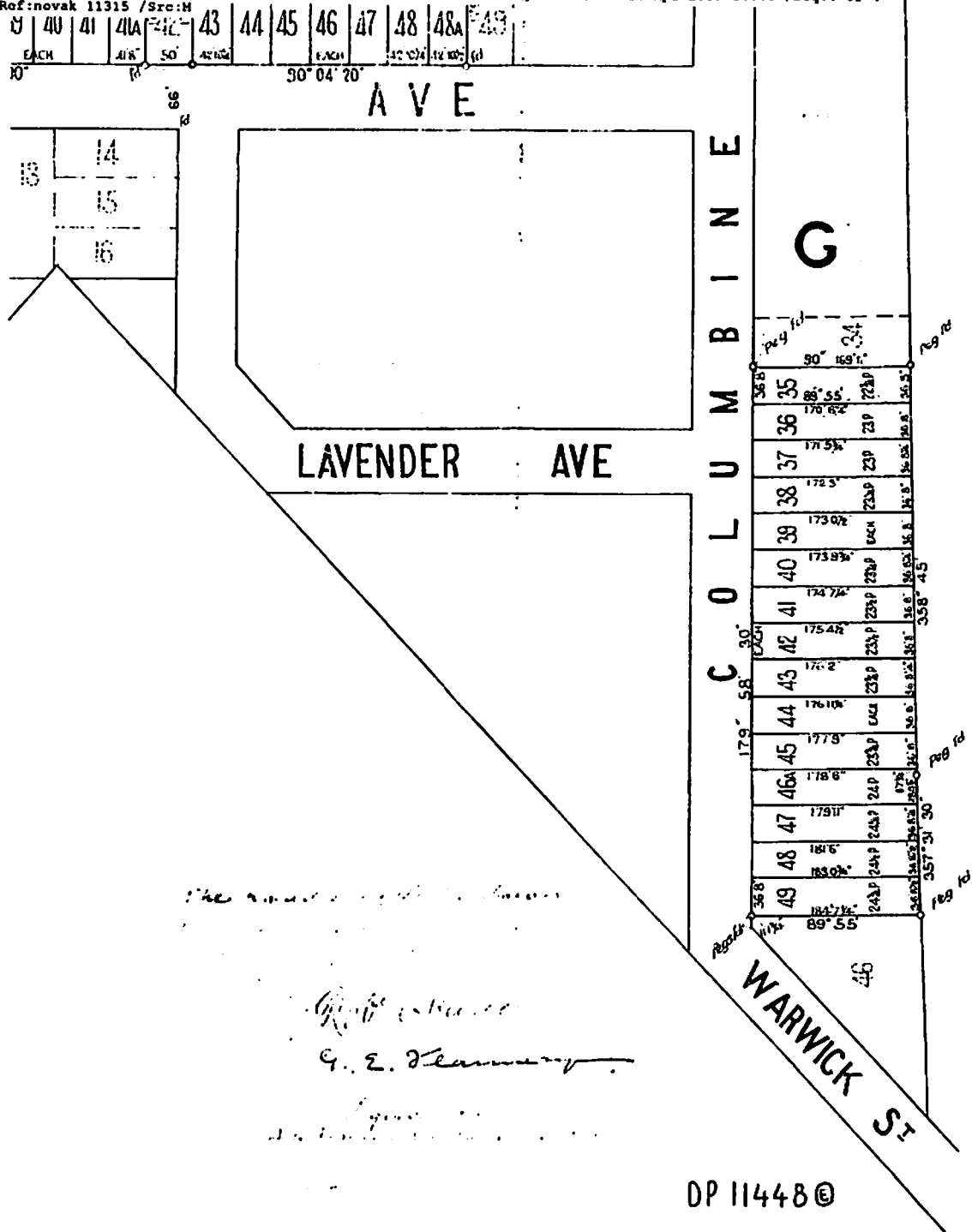


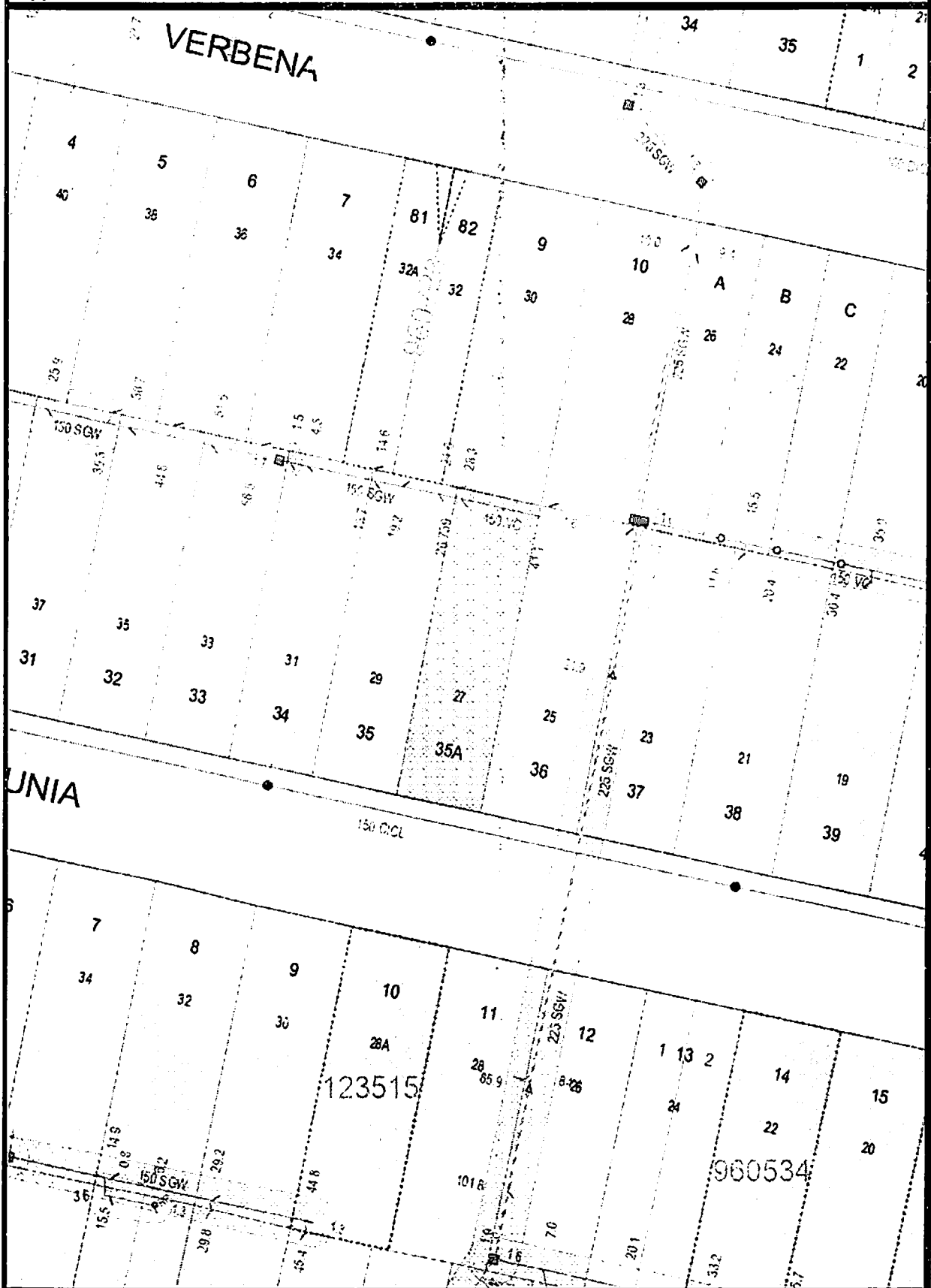
Datum line of Azimuth A-B
 Date of Survey March 1922

DP 11448 @

Subscribed and declared before me at Sydney
 this 24th day of May A.D. 1922

W. H. Eager J.P. JP.





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

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

DIAGRAM OF SANITARY DRAINAGE

Municipality of Banatown SEWER AVAILABLE

Diagram No. 416208

SYMBOLS AND ABBREVIATIONS

BT Boundary Trap
 Pit
 GI Grease Interceptor
 Gully
 RT P. Trap
 RS Reflux Sink

RV Reflux Valve
 CE Cleaning Eye
 VERT. Vertical Pipe
 VP Vent. Pipe
 SVP Soil Vent. Pipe
 D.C.C. Down Cast Cowl

I.P. Induct Pipe
 M.F. Mica Flap
 T. Tubs
 K.S. Kitchen Sink
 W.C. Water Closet
 B.W. Bath Waste

Bsn. Basin
 Shr. Shower
 W.I.P. Wrought Iron Pipe
 C.I.P. Cast Iron Pipe
 F.W. Floor Waste
 W.M. Washing Machine

Existing drainage shown by black lines

Scale: 40 Feet to an inch

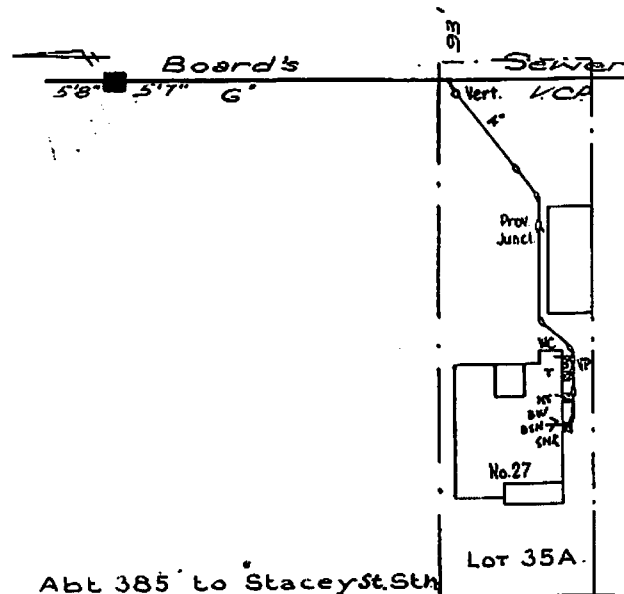
Proposed new drainage shown by full blue lines.

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

Subject to application, certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed by the Board's Inspector.

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.



PETUNIA

Av.

SHEET No. 4145.

19

FOR ENGINEER-IN-CHIEF

OFFICE USE ONLY

616 537 27 151

W.C.	Designed by	DATE	Inspector	FIRST VISIT	SUPERV'SN	PASSED	DATE
Bth	Inspector	/ /	Date	/ /	/ /	/ /	/ /
Shr		Outfall	HL	LL	Checked	/ /	/ /
Bsn	Chief Inspector	/ /	Drainer	COMPENSATION - MH. AC. VS.			
K.S.		Boundary Trap is not required.	File	HOV	£	/ /	/ /
T	DESIGN						
Pig							
Dge.Int.							
Dge.Ext.							

The information in the diagram shows the private water/sewer pipes on the property. It may not be accurate or to scale and may not show all pipes, structures or all property boundaries. If you'd like to see these, please buy a Service location plan.