

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 111164281	NSW DAN:
vendor's agent	Singer Residential 2/78 Railway Cres, Jannali NSW 2226		Phone: 02 9528 8738 Fax: Ref: Joshua Singer
co-agent			
vendor	JOSEPH MCGINTY & JHOA DOMINIQUE MCGINTY		
vendor's solicitor	Magna Carta Lawyers Level 1 222 Homer St Earlwood NSW 2206		Phone: 02 9554 7933 Fax: 02 9554 7966
date for completion	42 days after the contract date	(clause 15)	Email: info@magnacartalawyers.com.au
land	92 WOLGER STREET COMO NSW 2226 (Address, plan details and title reference)		
	LOT 50 IN DEPOSITED PLAN 11301 50/11301		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref:
Price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

<p>VENDOR</p> <hr/> <p>Signed By _____</p> <p>Vendor _____</p> <p>Vendor _____</p>	<p>PURCHASER</p> <hr/> <p>Signed By _____</p> <p>Purchaser _____</p> <p>Purchaser _____</p>												
<p>VENDOR (COMPANY)</p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> </tr> <tr> <td style="width: 50%; border: none;"> _____ Name of authorised person </td> <td style="width: 50%; border: none;"> _____ Name of authorised person </td> </tr> <tr> <td style="width: 50%; border: none;"> _____ Office held </td> <td style="width: 50%; border: none;"> _____ Office held </td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held	<p>PURCHASER (COMPANY)</p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> </tr> <tr> <td style="width: 50%; border: none;"> _____ Name of authorised person </td> <td style="width: 50%; border: none;"> _____ Name of authorised person </td> </tr> <tr> <td style="width: 50%; border: none;"> _____ Office held </td> <td style="width: 50%; border: none;"> _____ Office held </td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
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_____ Office held	_____ Office held												

vendor agrees to accept a **deposit-bond**

NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

PEXA

Manual transaction (clause 30)

NO yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

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

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

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

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

Cooling-off certificate

I, _____

Of _____

in the State of New South Wales, Solicitor, certify as follows:-

(a) I am a Solicitor currently admitted to practise in New South Wales.

(b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a contract for the sale of property known as

_____ from

_____ as vendor to:

as purchaser in order that there is no cooling-off period in relation to that contract.

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

(d) I have explained to _____ the purchaser:

(i) the effect of the contract for the purchase of that property;

(ii) the nature of this certificate;

(iii) the effect of giving this certificate to the vendor, that is, that there is no cooling-off period in relation to the contract.

Dated:

Signed:

**ADDITIONAL CONDITIONS FOR INCLUSION IN CONTRACT
FOR THE SALE OF LAND 2022 EDITION**

MADE BETWEEN ("Vendor")
AND ("Purchaser")
DATED THIS DAY OF 2023

CONDITION

33. The Purchaser acknowledges that he is purchasing the property including any swimming pool its surrounds or any fencing in its present condition and state of repair and subject to any infestation and dilapidation and as a result of his own inspection, and that the Vendor has not nor has anyone of the Vendor's behalf made any representations in respect of the same. The Purchaser shall not be entitled to make any objection, requisition or claim for compensation in respect of the condition and state of repair of the property. The Purchaser shall not call upon the Vendor to carry out any works whatsoever in relation to the property hereby sold.

INCAPACITY

34. Without in any matter negating, limiting or restricting any rights or remedies which would have been available to the Vendor at Law or in Equity had this clause not been included herein should the Purchaser (and if more than one, either or any of them) prior to completion:-

- (i) Die or become mentally ill, then the Vendor may rescind the within Contract by notice in writing forwarded to the Solicitor named as the Purchaser's Solicitor in this Contract and thereupon the within Contract shall be at an end and the provisions of clause 19 hereof shall apply; or
- (ii) Being a company resolve to go into liquidation or have a petition for the winding up of the Purchaser presented to enter into any scheme of arrangement with its creditors under the Corporations Law or should any liquidator, receiver or official manager be appointed in respect of the Purchaser then the Purchaser shall be deemed to be in default hereunder.

INTEREST

35. In the event that completion does not take place on or before the completion date or any other later date agreed to by the Vendor through any cause other than default on part of the Vendor, then the Purchaser shall on actual completion in addition to paying moneys otherwise due on completion pay interest on the balance of purchase moneys at the rate of eight per centum

(8%) per annum calculated from day to day and computed from the date when settlement of this Contract should take place pursuant to this clause to the date of actual completion. This clause shall not merge upon completion.

REAL ESTATE AGENTS

36. The Purchasers warrant that they have not been introduced to the Vendors or the Vendor or the subject property by any Real Estate Agent or Real Estate Salesman other than the Agent referred to in this Contract and notwithstanding the completion of this sale they shall indemnify and keep indemnified the Vendor against any liability incurred by him arising out of a breach of this warranty, including but not limited to, commissions, marketing expenses and legal fees on the indemnity basis.

VENDORS USE OF DEPOSIT

37. The Vendor, or either of them, shall be entitled to use the deposit monies paid herein as a deposit or for stamp duty for the purchase of any real estate or retirement Village bond or for stamp duty payable on a purchase **PROVIDED THAT** the same is retained in the trust account of a Solicitor or Licensed Real Estate Agent or Retirement Village Authority.

TRANSFER

38. In the event that this agreement is not completed strictly within the time limit stipulated herein:-

- (a). The Vendor shall forthwith be entitled by notice in writing served on the Purchaser:-
 - (i). If the Purchaser has failed to tender the appropriate assurance of the property, to require the Purchaser so to do within any period of not less than two (2) business days after service of such notice; and/or;
 - (ii). To require the Purchaser to complete this agreement within any period of not less than fourteen (14) days after service of such notice; and
 - (iii). To make time of the essence of this agreement both at law and in equity in respect of either or both of the stipulation's referred to in paragraph (i) and (ii) above;
- (b). The Purchaser shall forthwith be entitled by notice in writing served on the Vendor to require the Vendor to complete this agreement within any period of not less than fourteen (14) days after service of such notice and to make time of the essence of this agreement both at law and in equity in respect hereof.

The parties acknowledge that any notice as aforesaid shall be valid for all purposes both at law and in equity and that the time limit or limits therein specified shall be reasonable and of the essence of this agreement both at law and in equity and neither party shall be entitled to make any objection or requisition in respect thereof.

- (c) In the event that the vendor issues a Notice to Complete, the Purchaser must pay on completion as compensation for additional expenses incurred by the Vendor in issuing a Notice an amount of \$220.00 (inclusive of GST). This is an essential term of this Contract.
- (d) The Purchaser shall also pay a cancellation fee which includes agency fees and legal fees incidental to reschedule settlement of \$165.00 (inclusive of GST) if an appointment for completion is cancelled on the day of completion or if the appointment is kept but completion is not effected on that day, due to no fault on the part of the Vendor.

NOTICE

39. In addition to the provisions otherwise contained herein a notice or document ("the Notice") shall be sufficiently served for the purposes of this agreement if the Notice is sent by email or facsimile transmission and in either such case such Notice shall be deemed to have been received when:-

- (a). In the case of facsimile transmission, the transmission has been completed except where;
- (b). The sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the Notice shall be deemed not to have been given or received or;
- (c). The time of dispatch is not before 1700 hours on a day on which business is generally carried on in the place to which such Notice is sent, in which case the Notice shall be deemed to have been received at 900 hours on the next day on which business is generally carried on at that place

40. DIRECTORS GUARANTEE AND INDEMNITY

a) Application

If the Purchaser is a Company, then the Directors of the Company shall guarantee the performance of the Company (the Guarantor) are as follows:-

b) Consideration

The Guarantor:

- i) gives this guarantee and indemnity in consideration of the Vendor agreeing to enter into this Contact; and
- ii) acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the Vendor including the agreement of the Vendor to enter into this Contract.

c) Guarantee

The Guarantor unconditionally and irrevocably guarantees payment to the Vendor of the Guaranteed Money and unconditionally and irrevocably guarantees the due and punctual performance of the Guaranteed Obligations.

d) Money

If the purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this Contract, then the Guarantor agrees to pay the Guaranteed Money to the Vendor on demand from the Vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.

e) Obligations

If the purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the document under which they are to be performed then the Guarantor agrees to perform the Guaranteed Obligations on demand from the Vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.

f) Indemnity

As a separate undertaking, the Guarantor indemnifies the Vendor against:

- i) all liability or loss arising from, and any costs, charges or expenses incurred in connection with the Guaranteed Money not be
- ii) recoverable from the Guarantor under clauses 39.3 and 39.4 or from the Purchaser because of any circumstances whatsoever: and
- iii) all liability or loss arising from, and any costs, charges or expenses incurred in connection with, the Guaranteed Obligations not being duly and punctually performed because of any circumstance whatsoever.

g) Continuing Nature

This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The Guarantor waives any right it has of first requiring the vendor to proceed against or enforce any

other right, power, remedy or security or claim payment from the Purchaser or any other person before claiming from the Guarantor under this guarantee and indemnity.

h) Principal Obligations

The liabilities under this guarantee and indemnity of the Guarantor as a guarantor, principal debtor, principal obligor or indemnifier and the rights if the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, without limitation, one or more of the following:

- i) the Vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the Purchaser; or
- ii) acquiescence, delay, acts, omissions or mistakes on part of the Vendor; or
- iii) any variation or novation of a right of the Vendor, or alteration of this Contract or a document, in respect of the Purchaser.

i) No Claims

As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the Guarantor may not, without the consent of the Vendor:

- i) make a claim or enforce a right (including, without limitation, a mortgage, charge or other encumbrance) against the Purchaser or its property; or
- ii) prove in competition with the Vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due.

j) Warranty

The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter in this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

41. CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

The Bidders Records mean the Bidders Record to be kept pursuant to Clause 18 of the Property, Stock and Business Agents Regulation 2003 and Section 68 of the PROPERTY Stock and Business Agents Act, 2002:

- (1) The following conditions are prescribed as applicable to and in respect of the Sale by Auction of land;
 - (a) The principal's reserve price must be given in writing to the Auctioneer before the auction commences;
 - (b) A bid for the seller cannot be made unless the Auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller;
 - (c) The highest bidder is the Purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the Auctioneer is the sole arbitrator and the Auctioneer's decision is final;
 - (e) The Auctioneer may refuse to accept any bid that, in the Auctioneer's opinion, is not in the best interests of the seller;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the Auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer;
 - (h) As soon as practicable, after the fall of the hammer the Purchaser is to sign the agreement (if any for Sale).

- (2) The following conditions, in addition to those prescribed by sub-clause (1), are prescribed as applicable to and in respect of the Sale by auction of residential property or rural land;
 - (a) All bidders must be registered in the Bidders Records and display an identifying number when making a bid;
 - (b) One bid only may be made by or on behalf of sellers. This includes a bid made by the Auctioneer on behalf of the seller;
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, The Auctioneer must clearly state that the bid was made by or on behalf of the seller or Auctioneer.

The Purchaser hereby acknowledges that the terms and conditions as stated herein will apply in the event the property is sold and purchased at auction.

PENSIONER REBATE

42. Notwithstanding the Provisions of Clause 14, should the Vendor be entitled to a Pensioner Rebate on Council Rates and/or Water Rates, then the rates shall be adjusted on a quarterly basis and the figure for adjustment shall be the rates applicable for that quarter less the pensioner rebate applicable for that quarter. The Purchaser shall be wholly responsible for the payment of the remaining quarters (calculated by Council without any pensioner rebate).

OUTGOINGS

- 43.** i. The Vendor and the purchaser agree that if on completion any apportionment or adjustment of any outgoings required to be made under this Contract is overlooked or is incorrectly calculated, the Vendor or Purchaser will forthwith upon being so requested by the other make the correct calculations and adjustment and pay such amount to the other as is correctly determined by such calculation and to be paid within seven days upon being requested to do so in writing.
- ii. This clause shall not merge on completion.

INCLUSIONS

- 44.** The purchaser acknowledges and agrees that:
- a. The vendor does not make any representation or warranty about the condition, working order or state of repair of the inclusions and the purchaser acknowledges and accepts them in the condition and state of repair as at the date of this Contract.
- b. The vendor is not responsible for any fair wear and tear, mechanical breakdown, loss of or damage to the inclusions (other than the willful damage caused by the vendor) which occurs after the date of this Contract and the purchaser must not delay completion, nor make any requisitions, objections or claims for compensation in relation to these matters.

SECTION 184 CERTIFICATE

45. The Vendor will not be providing the Purchaser with a certificate under section 184 of the *Strata Schemes Management Act 2015*. However, the

Vendor authorises the Purchaser to apply for a certificate under section 184 of the *Strata Schemes Management Act 2015*.

EXCHANGE ON LESS THAN 10% DEPOSIT

46. Although a full 10% deposit is payable by the purchaser the Vendor has agreed to allow the purchaser to exchange the contract on the basis that only part of the deposit is paid at the time of exchange being \$. The balance of the deposit must be paid by the purchaser to the deposit holder as soon as possible as an earnest that the full price will be paid on completion. The full earnest of 10% of the price will be forfeited in the event that the purchaser fails to complete in accordance with the terms hereof.

SURVEY REPORT

47. In the event that a survey report is annexed to this Contract, the Purchaser acknowledges having inspected and made its own enquiries in relation to same and will not require the Vendor to provide an updated survey report nor make or raise any objection, rescission, requisition or claim for compensation or damages out of any matters arising therefrom.

BUILDING CERTIFICATE

48. In the event that a building certificate is annexed to this Contract, the Purchaser acknowledges having inspected and made its own enquiries in relation to same and will not require the Vendor to provide an updated building certificate nor make or raise any objection, rescission, requisition or claim for compensation or damages out of any matters arising therefrom.

PURCHASER ACKNOWLEDGEMENT

- 49.** a) The Purchaser acknowledges and agrees that it has inspected the annexures to the Contract and must not make a claim, objection, or requisition, delay payment of the balance of the purchase price or rescind or terminate the Contract because the annexures are not accurate or current or complete.
- b) The Purchaser acknowledges that it will have no claim for breach of warranty because the annexures are not accurate or current or complete.

- c) The Vendor nor its Solicitors or advisors warrant the accuracy, currency, reliability or completeness of any of the annexures to the Contract.

50. LEASES, LICENCES AND TENANCIES

- a. The Purchaser acknowledges that prior to entering into this agreement he inspected the written Lease, Tenancy Agreements, Licences, Bank Guarantees (if any) to which this Sale is subject and aware of the terms in respect thereof. The Purchasers shall not make any requisitions or claim for compensation in respect of anything referred to or disclosed in such documents.
- b. The Purchaser acknowledges that prior to the signing of this Agreement he has satisfied himself as to the situation status and effect under the Residential Tenancies Act 2010, Residential Tenancies Regulation 2010 and/or the Retail Leases Act 1994 (any relevant amendments thereto), relating to the tenancies and shall not be entitled to make any requisition in relation to the tenancies or any documents evidencing them (other than to require the tenants to attorn tenant to the Purchaser on completion) or claim any compensation or rescind this Agreement on account of any matters relating to or affecting the tenancies.
- c. The Vendors and the Purchasers acknowledge and agree that notwithstanding completion of this Agreement (and the assignment of the reversion of the tenancies and any rule of law or equity to the contrary, the Vendor shall be entitled (and that right is hereby reserved) to sue after completion of this Agreement the Lessee named in the tenancies (or any lawful assignee, transferee, or sub-lease as the case may be) for the recovery of any arrears of rent and/or any other monetary obligation there under.
- d. The Vendor does not warrant that:-
 - i. The tenancies are enforceable or legally binding; or
 - ii. The tenancies will be in existence on completion; or
 - iii. Any Lessee will not be in default on completion.

REQUISITIONS ON TITLE

51. Notwithstanding any other clause to the contrary effect, the vendor does not have to answer any requisition on title other than those attached to this contract and the purchaser will not make any requisition other than those attached to this contract unless it is a requisition that arises directly out of an answer which the vendor has given to a requisition that is attached to this contract.

DEVELOPMENT APPLICATION

52. In the event that a development application, building application, approval or application of any other nature is annexed to this Contract, the Purchaser acknowledges having inspected and made its own enquiries in relation to same and will not require the Vendor to provide updated documents nor make or raise any objection, rescission, requisition or claim for compensation or damages out of any matters arising therefrom.

SIGNING IN COUNTERPARTS & ELECTRONIC EXCHANGE

53. This Contract may consist of one or more counterpart copies. All counterparts will, when taken together, constitute the one document. Further, this Contract, including counterparts of it, may be exchanged electronically (email and facsimile).

AMENDMENTS TO STANDARD PRINTED FORM OF CONTRACT

54. The provisions set forth in this contract shall be amended as follows:

- (a) **Clause 2.5:** Delete “This right to *terminate*.....paid in full.”
- (b) **Clause 2.9:** by replacing the words “each party tells the depositholder” with the words “this contract provides”;
- (c) **Clause 3:** by replacing the number “7” with the number “5”;
- (d) **Clause 3:** by adding (as Clause 3.12) the following “If the vendor accepts a deposit-bond or guarantee for the deposit or part thereof and the deposit-bond or guarantee is not valid, the vendor may terminate but only before the deposit is validly paid in full.”;
- (e) **Clause 5.2.1:** Delete “or it is a question about the property or the title”;
- (f) **Clause 6.1:** is amended by deleting the words “before completion” on the first line and inserting in lieu thereof the words “within 21 days of the date of this Contract”;

- (g) **Clause 7.1.1:** by replacing the “5%” with the “1%”;
- (h) **Clause 7.2.1:** by replacing the “10%” with the “1%”;
- (i) **Clause 8.1.1:** is amended by deleting the words “on reasonable grounds”;
- (j) **Clause 8.2** – is deleted;
- (k) **Clause 9.1** – by replacing with “keep or recover the deposit (including, despite any other provision in this contract, all interest earned on it)”;
- (l) **Clause 10.1** – by replacing the first line with “The purchaser cannot make a claim in respect of-”;
- (m) **Clause 10.1.8:** by replacing the word “substance” with the word “existence”;
- (n) **Clause 10.1.9:** by replacing the word “substance” with the word “existence”;
- (o) **Clause 10.1:** by adding (as Clause 10.1.10) the following “any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise.”;
- (p) **Clause 10.2:** by replacing the words “rescind or terminate” with the words “make a claim”;
- (q) **Clause 10.3:** by replacing the words “make a claim or requisition or rescind or terminate” with the words “make a claim”;
- (r) **Clause 14.4.1:** is amended to delete the words “and this contract says that land tax is adjustable; and,
- (s) **Clause 14.4.2** – is deleted;
- (t) **Clause 14.8** – is amended by adding the words “by any competent authority” after the word “started”;
- (u) **Clause 18.8** is added “In the event the Purchaser takes possession of the property for any reason including undertaking any work on the property before completion and without the written consent of the Vendor, then an occupation fee of .1% of the purchase price is payable per day from the date of possession to the date of vacating the premises or settlement whichever event shall first occur.”

- (v) **Clause 23.13:** by replacing the words “vendor” with the word “purchaser”;
- (w) **Clause 23.14:** is deleted.
- (x) **Clause 25:** is deleted.

PURCHASER'S WARRANTY AS TO FINANCE

55 The Purchaser warrants that:-

- a) The Purchaser does not require finance to purchase the Property; or
- b) The Purchaser has obtained approval for finance sufficient to purchase the Property.

The Purchaser acknowledges that the Vendor has been induced to enter into this Contract and may enter into further contractual obligations on or after the date of this Contract, based upon the Vendor's reliance upon the Purchaser's warranty herein. The Purchaser further acknowledges that as a result of making this warranty the Purchaser cannot terminate this Contract pursuant to any section or sub-section of the National Consumer Credit Protection Act 2009, or any other legislation, and shall remain liable to the Vendor for damages arising from breach of the Purchaser's warranty contained herein.

ORDER ON AGENT

56. The Purchaser's solicitor/conveyancer must upload to the PEXA workspace, or provide to the Vendor's solicitor via email, by no later than the business day prior to completion an Order on Agent which will be held in escrow by the Vendor's solicitor pending completion. This condition is an essential term of the Contract and is not negotiable.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

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

- (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations

20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 50/11301

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
28/5/2024	11:29 AM	7	29/3/2022

LAND

LOT 50 IN DEPOSITED PLAN 11301

AT COMO

LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

PARISH OF SUTHERLAND COUNTY OF CUMBERLAND

TITLE DIAGRAM DP11301

FIRST SCHEDULE

JOSEPH MCGINTY

JHOA DOMINIQUE MCGINTY

AS JOINT TENANTS

(T AJ213196)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES THE ROAD(S) BEING LOT 2 IN DP381647
- 3 A828816 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO
MINE AFFECTING PART
- 4 A836957 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO
MINE AFFECTING PART
- 5 AS1863 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

A. 830921 B. 7. 22

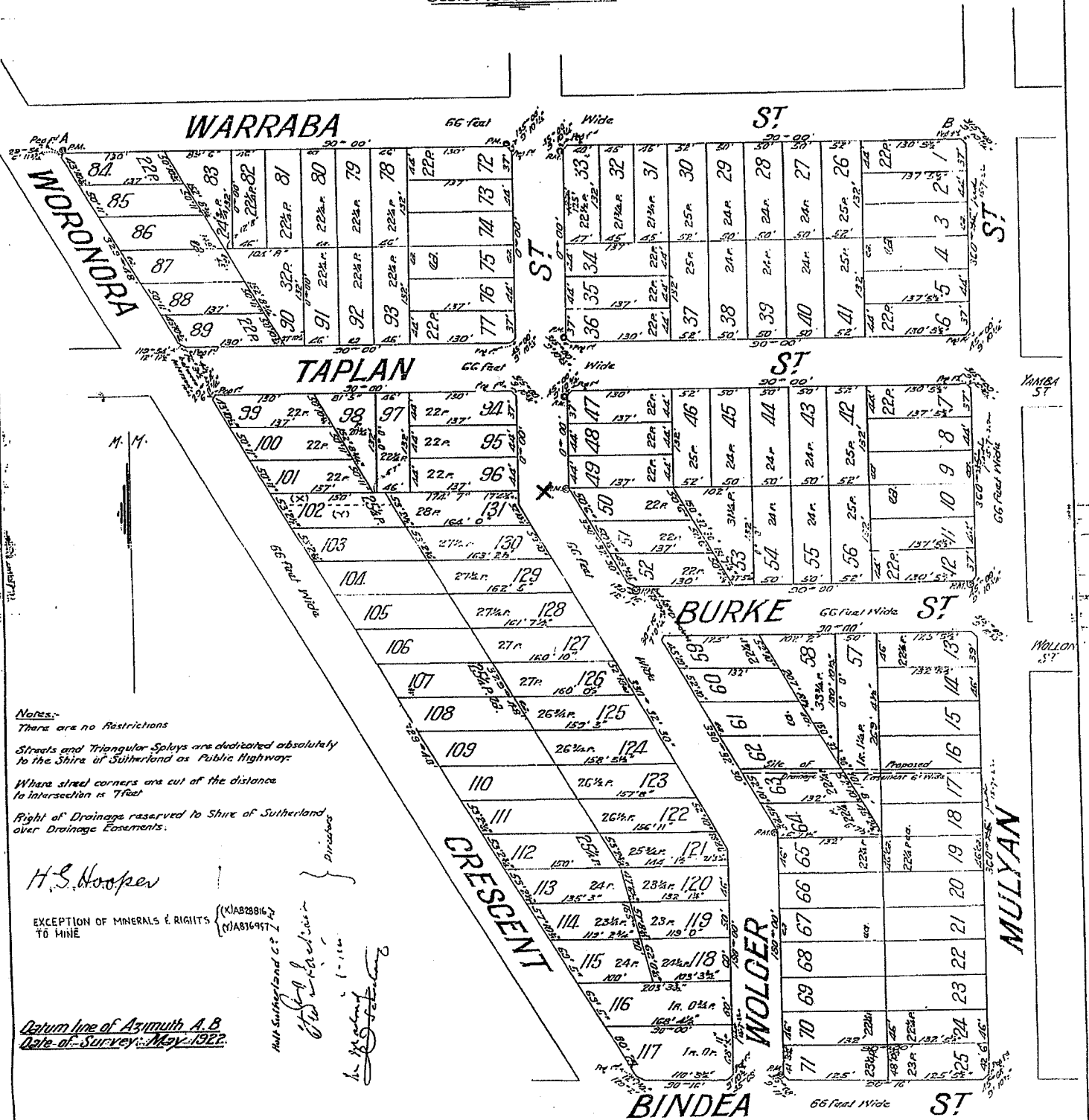
of Resubdivision of Lots 291032 & 341037 of D.P. 7019 & of Lots 33, 38, 39, 49, 77 & 78 of D.P. 7202

at COMO

PARISH OF SUTHERLAND

COUNTY OF CUMBERLAND

Scale: 100 ft. to an inch



Notes: There are no Restrictions

Streets and Triangular Splays are dedicated absolutely to the Shire of Sutherland as Public Highway

Where street corners are cut of the distance to intersection is 7 feet

Right of Drainage reserved to Shire of Sutherland over Drainage Easements.

H.S. Hooper

EXCEPTION OF MINERALS & RIGHTS TO MINE

Datum line of Azimuth A.B. Date of Survey: May 1922.

I, John Alexander Harrison of 350 George St Sydney Licensed Surveyor specially licensed under the Real Property Act 1900 do hereby solemnly and sincerely declare that the boundaries and measurements shown in this Plan are correct for the purposes of the said Act and that the survey of the land to which the same relates has been made under my immediate supervision and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act, 1900.

Subscribed and declared before me at Sydney this 3rd day of July A.D. 1922.

J.A. Harrison Licensed Surveyor

F796640

FP 381647

CONVERSION TABLE
DEPARTMENT OF LAND

DP 381647

FEET INCHES	
-	0 3/4
3	7 1/2
10	-
44	-
45	1 1/2
46	4 3/4
50	6
66	-
AC RD P	
-	3/4

Plan Form No. 6 (for transfers, leases, etc.)
Municipality of
Shire of Sutherland

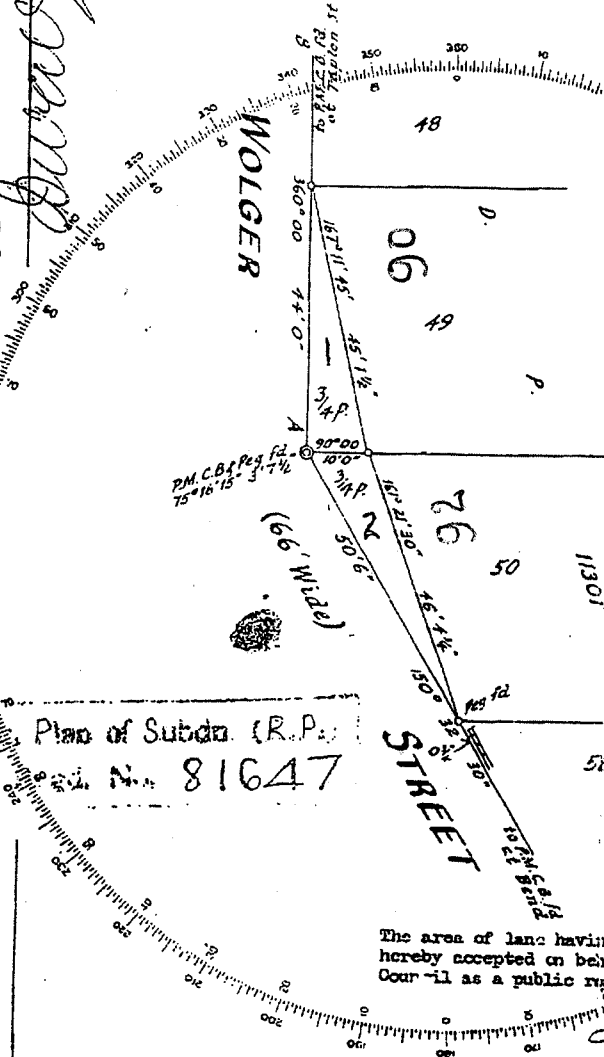
PLAN

of part of Lots 49 & 50 D.P. 11301
Parish of Sutherland County of Cumberland

Scale 20 feet to an inch.

ATV Al Ewan
W.C. Pacer
D. Williams

This margin to be left free from notation



Misc. Plan of Subdiv. (R.P.)
No. 81647

Bank of New South Wales as Mortgagee under Mortgage a Registered No. 200509 consists hereby
 Dated at Sydney this twenty-ninth day of December, 1952.
 Signed for and on behalf of the bank of New South Wales by its Attorneys
 by KILIAN JACK WILSON
 and HARRY THOMAS
 who are heretofore constituted Attorneys and Asst. Chief Security Officers
 of the Bank of New South Wales
 and
 KILIAN JACK WILSON and HARRY THOMAS
 being the duly constituted Attorneys of the Bank of New South Wales
 Miscellaneous under Power of Attorney registered in the Public Office of the Registrar of the State of New South Wales
 that they are giving notice of the revocation of the said Power of Attorney at the time of their executing this consent.

The area of land having an area of 0.0666 hectares is hereby accepted on behalf of the Sutherland Shire Council as a public road.

Edwin Richard Lentz Steele
SHIRE CLERK

Approved by Council and covered by Council Clerks Certificate
 No. 101/52 of 12/8/52
Edwin Richard Lentz Steele
 Council Clerk

Subscribed and declared before me at Sydney A.D. 1952
 this 13th day of July
Charles North
 Justice of Peace
 Datum line of Azimuth AB

(Signature) *Edwin R. Steele*
 Surveyor registered under the Surveyors Act, 1926.

This is the plan marked " " referred to in Dated.

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

Copy of plan filed as 206690

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 20th day of February, 1979

1

12	14	16	18	20	22	24	26	28	30	32	34	36	38	40	42	44	46	48	50
----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----

S. J. DIXON & ASSOCIATES PTY LTD

A.B.N. 95 002 048 697
SUITE 16, 17 SURF ROAD, CRONULLA 2230
P.O. BOX 59, CRONULLA 2230
PHONE: (02) 9523 3586 FAX: (02) 9523 0409
DX 21108 CRONULLA

S. J. DIXON B. SURV., M.I.S., AUST.
G. S. MEDWAY B. SURV., M.I.S., AUST.
REGISTERED SURVEYORS

SURVEYOR'S REPORT

**Klimt & Associates
Lawyers
DX 297 SYDNEY**

**Our Ref: 42069
Your Ref: PK:SB:05k031**

We have surveyed the land edged red on the sketch adjoining for identification purposes only, being that comprised in the Certificate of Title registered Folio Identifier 50/11301 being part of Lot 50 in Deposited Plan Number 11301 having a frontage of 14.14 metres to Wolger Street at Como West in the Local Government Area of Sutherland.

The survey reveals that the plastic clad cottage, known as Number 92 Wolger Street, on brick foundations and with a tiled roof erected thereon, stands wholly within the boundaries thereof and does not encroach upon any adjoining property or street. The same applies to the carport and sheds erected thereon.

The said cottage stands in relation to the boundaries of the land as shown on the adjoining sketch. The cottage complies with the Local Government Site Requirements as regards the distances from the walls to the boundaries and the clearance of the overhang.

The remainder of Lot 50, being Lot 2 in Deposited Plan Number 381647 has been dedicated to the public as road.


Apart from fencing irregularities, there are no further apparent encroachments by or upon the subject property.

Full details in relation thereto are shown on the adjoining sketch together with sufficient information for identification purposes.

This survey has been made for identification purposes only. If it is intended to erect any improvements along or near the boundaries of the subject land, those boundaries should be marked.

29 April 2005

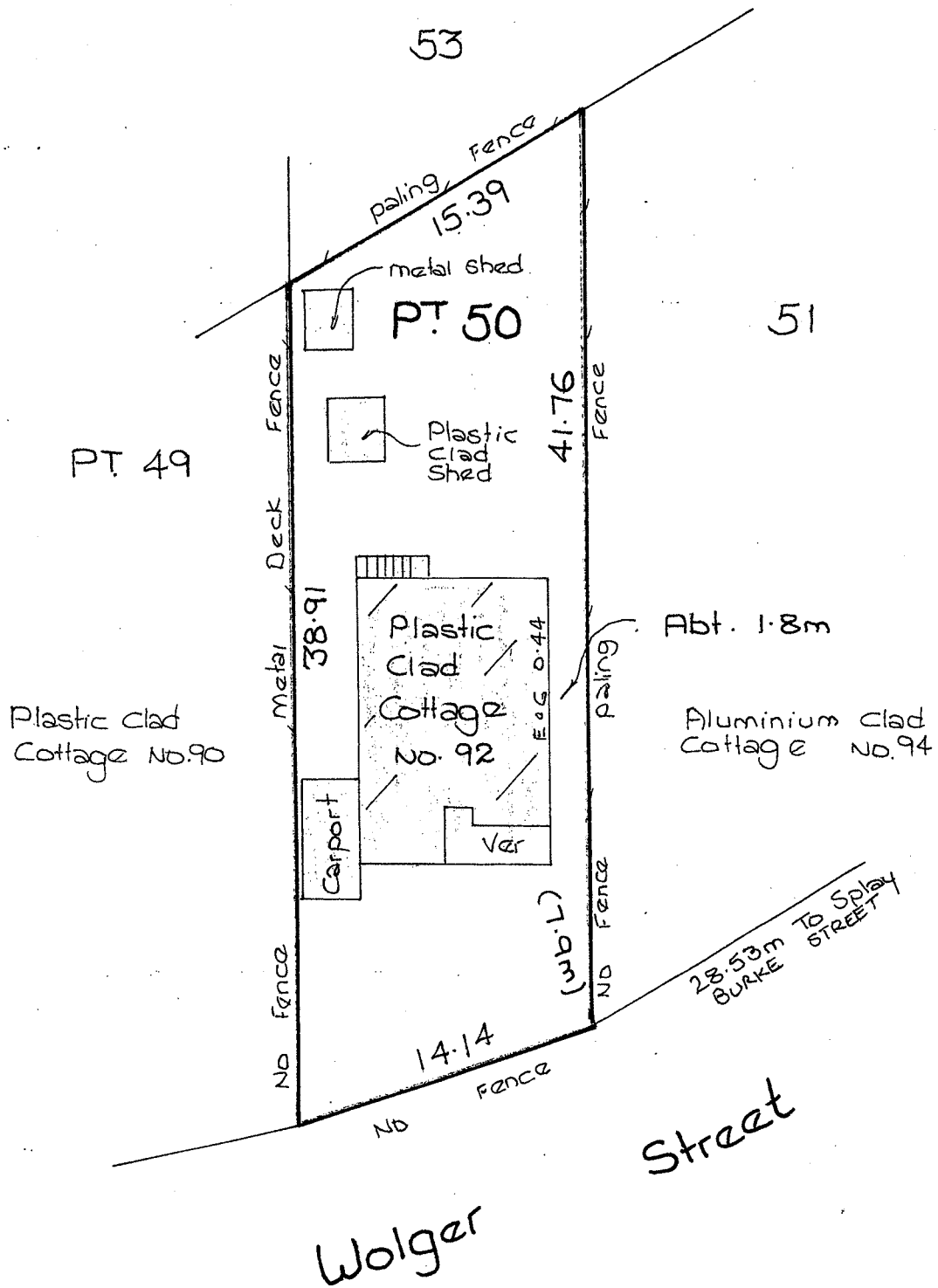
S. J. Dixon & Associates Pty. Ltd.

per: 
.....
Surveyor registered under
Surveyors Act, 2002

N

Ratio 1:300

SKETCH



[Signature]
 (REGISTERED SURVEYOR)

WE, S. J. DIXON & ASSOCIATES PTY LTD, SURVEYORS, HEREBY CERTIFY THAT THE SURVEY REPRESENTED IN THIS PLAN WAS MADE BY US IN ACCORDANCE WITH THE SURVEYORS ACT, 2002.



Applicant:

Magna Carta Lawyers
Level 1, 222 Homer Street, Earlwood Nsw 2205
EARLWOOD NSW 2206

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

Certificate no:	ePC:24/3142	Delivery option:
Certificate date:	07/05/2024	Your reference:

Property:

Part Lot 50 DP 11301
92 Wolger Street COMO NSW 2226

Zone:

- * Sutherland Shire Local Environmental Plan 2015
Zone R2 Low Density Residential

Notes:

- The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.*
- The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.*

Disclaimer:

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

**INFORMATION PURSUANT TO SECTION 10.7(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

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

Environmental Planning Instruments

- * Sutherland Shire Local Environmental Plan 2015
- * SEPP (Exempt and Complying Development Codes) 2008
- * SEPP (Housing) 2021
- * SEPP (Biodiversity and Conservation) 2021
- * SEPP (Industry and Employment) 2021
- * SEPP (Planning Systems) 2021
- * SEPP (Primary Production) 2021
- * SEPP (Resources and Energy) 2021
- * SEPP (Resilience and Hazards) 2021
- * SEPP (Transport and Infrastructure) 2021
- * SEPP (Sustainable Buildings) 2022

Development Control Plans

Sutherland Shire Development Control Plan 2015

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

Draft Environmental Planning Instruments

The following Draft State Environmental Planning Policies

(SEPP) apply: Amendments to SEPP (Transport and Infrastructure) 2021 (formerly SEPP (Infrastructure) 2007), SEPP (Housing) 2021, SEPP (Exempt and Complying Development Codes) 2008, and SEPP (Planning Systems) 2021.

Draft Development Control Plans

No draft Development Control Plans apply.

3. Subsection (2.) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—
- a. it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - b. for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

4. In this section—

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2. Zoning and land use under relevant LEPs

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

- (a) The identity of the zone, whether by reference to-
 - (i) a name, such as “Residential Zone” or “Heritage Area” or
 - (ii) a number, such as “Zone No 2 (a)”,
- (b) the purposes for which development in the zone—
 - (i) may be carried out without development consent, and
 - (ii) may not be carried out except with development consent, and
 - (iii) is prohibited,

Sutherland Shire Local Environmental Plan 2015 Zone R2 Low Density Residential

(i) Permitted without consent:

Home occupations

(ii) Permitted with consent:

Bed and breakfast accommodation; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Tank-based aquaculture

(iii) Prohibited:

Any development not specified in item (i) or (ii)

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

No Additional Permitted Uses apply to this land.

(d) Do development standards apply to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions?

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

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

No

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

No

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

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

3. Contribution Plans

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

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

State Housing and Productivity Contribution applies to this property (Effective 01/10/23).

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

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

4. Complying Development

- (1) The extent to which the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—
 - a. a restriction applies to the land, but it may not apply to all of the land, and
 - b. the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Housing Code

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

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

Housing Alterations Code

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Industrial and Business Alterations Code

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes)*

2008.

Industrial and Business Buildings Code

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

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

Container Recycling Facilities Code

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Subdivisions Code

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Rural Housing Code

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

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

Low Rise Housing Diversity Code

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

This code is subject to a variation under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

As described in Schedule 3 of the SEPP, the complying development code is varied for every lot in the local government area of the Sutherland Shire that is in Zone R2 Low Density Residential as follows:

The Low Rise Housing Diversity Code is varied in its application by omitting clause 3B.10 and inserting the following instead-

3B.10 Floor space ratio

(1) The maximum floor space ratio for a building on a lot is the maximum floor space ratio for the building under Sutherland Shire Local Environmental Plan 2015.

(2) To avoid doubt, the definition of gross floor area in Sutherland Shire Local Environmental Plan 2015 applies for the purpose of calculating a maximum floor space ratio under this clause.

This variation to the Low Rise Housing Diversity Code ceases to have effect at the end of 2 October 2024.

The Low Rise Housing Diversity Code is varied in its application by inserting the following after clause 3B.23-

3B.23A Floor space ratio

(1) Despite clause 3B.23, the maximum floor space ratio for a building on a lot is the maximum floor space ratio for the building under Sutherland Shire Local Environmental Plan 2015.

(2) To avoid doubt, the definition of gross floor area in Sutherland Shire Local Environmental Plan 2015 applies for the purpose of calculating a maximum floor space ratio under this clause.

(3) This clause does not apply to the following

development-

(a) the erection or alteration of, or an addition to, a manor house,

(b) the erection or alteration of, or addition to, attached development that is related to a manor house.

This variation to the Low Rise Housing Diversity Code ceases to have effect at the end of 2 October 2024.

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

Green Field Housing Code

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

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

General Development Code

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Demolition Code

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Fire Safety Code

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Inland Code

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

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

Agritourism and Farm Stay Accommodation Code

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

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

5. Exempt Development

- (1) The extent to which the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
 - a. a restriction applies to the land, but it may not apply to all of the land, and
 - b. the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

General Exempt Development Code

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Advertising and Signage Exempt Development Code

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Temporary Uses and Structures Exempt Development Code

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

6. Affected building notices and building product rectification orders

(1) Is council is aware that—

(a) an affected building notice is in force in relation to the land, or
No

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
No

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.
No

(2) In this section—

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

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

7. Land Reserved for Acquisition

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

No

8. Road Widening and Road Realignment

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

No

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

No

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

No

9. Flood related development controls information

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

No

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

No

- (3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

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

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

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

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11. Bush fire prone land

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

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

Is the land bush fire prone?

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

12. Loose-fill asbestos insulation

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

No

13. Mine Subsidence

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

No

14. Paper subdivision information

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

(a) applies to the land?, or

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

No

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

No

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

15. Property Vegetation Plans

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

No

16. Biodiversity stewardship sites

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

No

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

17. Biodiversity Certified Land

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

No

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

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

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

No.

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

(1) If the *Coastal Management Act 2016* applies to the council, has the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works?

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

(2) In this section—

existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

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

20. Western Sydney Aerotropolis

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

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

No

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

No

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

No

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

No

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

No

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

21. Development Consent Conditions for Seniors Housing

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

No

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

- (1) Is there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—
- (a) the period for which the certificate is current, and
 - (b) that a copy may be obtained from the Department.

None found.

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

None found.

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

None found.

- (4) In this section—
former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

Any Other Prescribed Matter

Contaminated Land Management Act 1997

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

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

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

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

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

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

Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

No

Note— A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides

information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

Additional Information

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

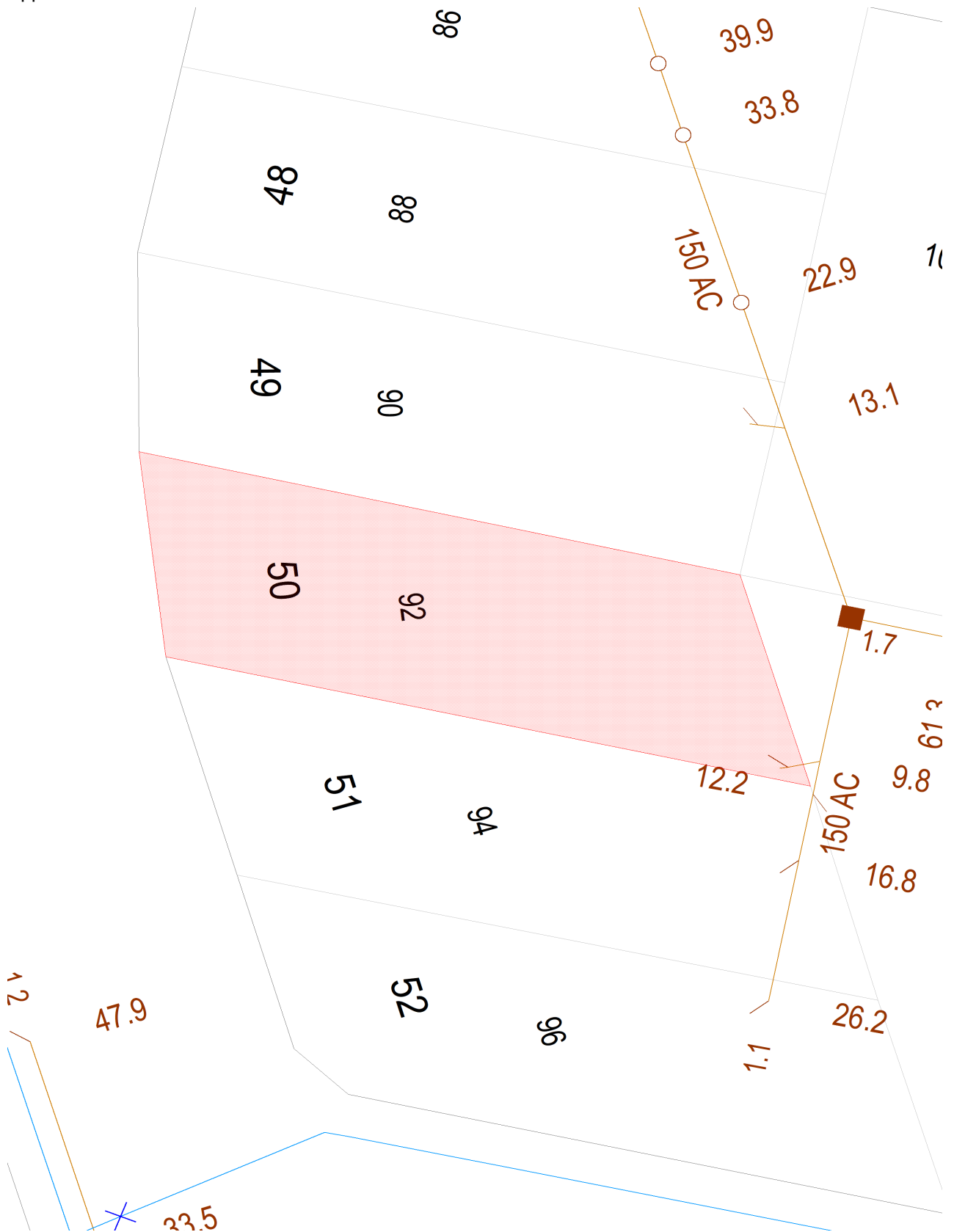
For further information please telephone [02] 9710 0333.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Mark Carlon', with a long horizontal line extending to the right.

Mark Carlon
Manager Strategic Planning

Service Location Print
Application Number: 8003425950



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Disclaimer

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

Asset Information

Legend

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

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Pipe Types

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

Further Information

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

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

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

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