

## Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

<b>VENDOR</b>	Siru Xu
<b>PROPERTY</b>	Lot 2/86B Acacia Rd, Kirrawee 2232

<b>TITLE STRUCTURE</b>	
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type:

<b>DETAILS</b>			
Completion	21 days after the Vendor serves the Notice of Registration of the Plan 21 days after the date the vendor serves copy of the Occupation Certificate; 21 days from the contract date.	Refer to clause(s):	SC 70
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Refer to clause(s): SC 73 & 74
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA18/0583
Has a principal certifying authority been appointed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Provide details:	
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Please refer to SC 73 & 74

**ATTACHMENTS** (s66ZM(2) of the Conveyancing Act 1919)

The following prescribed documents are included in this disclosure statement *(select all that apply)*.

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> draft plan                                    | <input type="checkbox"/> draft community/precinct/neighbourhood/<br>management statement |
| <input type="checkbox"/> s88B instrument proposed to be lodged with<br>draft plan | <input type="checkbox"/> draft community/precinct/neighbourhood/<br>development contract |
| <input type="checkbox"/> proposed schedule of finishes                            | <input type="checkbox"/> draft strata management statement                               |
| <input type="checkbox"/> draft strata by-laws                                     | <input type="checkbox"/> draft building management statement                             |
| <input type="checkbox"/> draft strata development contract                        |  |

## Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Singer Residential</b> 2/78 Railway Crescent, Jannali, NSW 2226 Australia	Phone: (02) 9528 8738
co-agent		
vendor	<b>Siru Xu</b> 103/83 Harbour St, Haymarket, NSW 2000	
vendor's solicitor	<b>CYC &amp; ASSOCIATES PTY LTD</b> Suite 505, 208 Forest Road, Hurstville NSW 2220 PO Box 301, Hurstville NSW 1481	Phone: 02 8021 8060 Email: admin@cycassociates.com.au Fax: Ref: WY:S220831/O
date for completion land (address, plan details and title reference)	<b>Please refer to SC 70</b> <b>Lot 2/86B Acacia Rd, Kirrawee, New South Wales 2232</b> <b>Unregistered Plan: Lot in an unregistered plan which is part of Lot Plan 26249</b> <b>Folio Identifier 12/26249</b>	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Duplex	
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 type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

**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**

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

## Choices

- 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 a *GSTRW payment*  NO  yes (if yes, vendor must provide further details)
- (GST residential withholding payment)

If the further 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 address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

## List of Documents

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

### WARNINGS

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

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* 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 *servicing* 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 *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within 12 months*, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has *resold* the *property* under a contract made *within 12 months* after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a *party wall* in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

### 13 Goods and services tax (GST)

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

**14 Adjustments**

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

**15 Date for completion**

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

**16 Completion****• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- Purchaser**
- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW* remittance payable;
  - *GSTRW* payment; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

**17 Possession**

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

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



FOLIO: 12/26249

SEARCH DATE	TIME	EDITION NO	DATE
3/11/2023	3:57 PM	10	27/1/2023

LAND

LOT 12 IN DEPOSITED PLAN 26249  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE  
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP26249

FIRST SCHEDULE

SIRU XU (T AR404557)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A277138 LAND EXCLUDES MINERALS
- 3 AR404558 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 4 AS817040 MORTGAGE TO SQUARE CAPITAL PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: PP DP1284560.

\*\*\* END OF SEARCH \*\*\*

## Part A – General Provision

### 32. Definitions

In addition to the definitions in Clause 1 of the Standard Conditions, the following definitions apply to this contract for sale of land:

**Action** means make any objection, requisition, claim for compensation or exercise any right to rescind or terminate this contract or seek to delay Completion.

**Approval** means any approval from any authority which the Vendor considers necessary and/or desirable for the registration of the Plan.

**Authority** means any government or any governmental, semi-governmental, administrative, departments, commission, fiscal or juridical body, authority, tribunal, agency, Minister, statutory body or entity having jurisdiction in relation to the property.

**Building** means the building or buildings and any other improvement to be erected on the Land.

**Claim** means any claim, demand or cause of action (whether based in contract, equity, tort or statute) loss, liability, cost, compensation, damage or expense.

**Completion** means completion of this contract.

**Completion Date** means the date determined under Special Condition 70.

**Council** means Sutherland Shire Council.

**Default Rate** means twelve percent (12%) per annum.

**Defects** means defects or faults due to defective design, faulty materials or workmanship used in the building not in accordance with accepted building trade practice and which appear in the Property, but not defects or faults relating to normal maintenance, normal wear and tear, minor shrinkage and settlement cracks (as determined by the Vendor's Project Manager in its reasonable discretion).

**Defects Liability Period** means a period of 3 months after the Completion Date or a period of twelve (12) weeks after the date of occupation of the Property, whichever is earlier.

**Deposit holder** means Vendor's Agent

**Development** means the proposed development of land known 12/26249 and/or described in the Notice of Determination of Development Application issued by Sutherland Shire Council in respect to either Lot or the Development Site.

**Development Activities** means any form of the following activities:

- 1) Any form of demolition work, excavation work or landscaping work within the Development Site;
- 2) Any form of building work or work ancillary to or in association with building work within the Development Site, including installation of services;
- 3) Any form of work which is considered necessary or desirable by the Vendor for the subdivision of land forming part of the Development Site, the dedication of the land and the construction forming part of the Development Site, development, sale and management of any part of the Development Site for any purpose.

**Development Approval** means the approval referred to in the Notice of Determination of Development Activities issued by Sutherland Shire Council in respect to either Lot or the Development Site.

**Development Site** means the proposed development of land 12/26249 situated at 86 Acacia Road, Kirrawee NSW 2232 and may include any other land owned by the Vendor or registered proprietor in the vicinity of the Development.

**Easement** means easements, restrictions on use, rights and positive covenants benefiting or burdening the Parent Lot, the property or any part(s) of them.

**Encumbrance** means a mortgage, charge or a caveat securing or protecting an interest.

**FIRB Act** means *Foreign Acquisitions and Takeovers Act 1975*.

**Foreign Person** has the same meaning as in the FIRB Act.

**GST** has the same meaning in section 195-1 of *the GST Act*.

**GST Act** means A New Tax System (Goods & Services Tax) Act 1999.

**Guarantee** means a deed guarantee and indemnity in the form reasonably required by the Vendor's solicitor.

**Lot** means the lot in the Development Site being purchased by the Purchaser under this Contract.

**Object** means delay or attempt to delay completion, make or assert a Claim, rescind or terminate or attempt to rescind or terminate or withhold or require a retention of all or part of the price.

**Occupation Certificate** means a partial, interim or final Occupation Certificate as defined in Section 109(c)(2) of the Environmental Planning and Assessment Act 1979 and issued pursuant to Part 4A of that Act.

**Parent Lot** means 12/26249.

**Plan** means any unregistered plan referred to in the description of the land on the front page of this contract, any plan to be registered before that plan is registered and any document to be lodged with a plan.

**Property** means the property described on the front page of this Contract for Sale.

**Purchaser Information Form** means the form to be completed by the Purchaser, a copy of which is attached to this contract at Annexure 7.

**Reference Schedule** means the Schedule attached to this contract following the Special Conditions.

**Registered Restrictions** means the development restrictions registered or to be registered on title to the land.

**Registrar General** means the Registrar General of NSW Land Registry Services previously known as Land & Property Information.

**Replies** means the replies to Requisition in Annexure 5.

**Requisition** means the Requisitions in Annexure 5.

**Services** include water, drainage, sewerage, telecommunications, gas and electricity.

**Standard Conditions** means the New South Wales printed form of Contract for the Sale of land – 2019 Edition that forms part of this contract.

**Sunset Date** means the date set out item 2 in the Reference Schedule.

**Subdivision Works** means any works required to be completed to satisfy conditions imposed by an Authority in relation to approval of the Plan.

**Vendor's Project Manager** means the project manager nominated by the Vendor from time to time.

### **33. Interpretation**

In this contract unless the context requires otherwise:

- 1) the singular includes the plural and vice versa;
- 2) a gender includes the other genders;
- 3) headings are used for convenience only and do not affect the interpretation of this contract;
- 4) a reference to a document includes the document as modified from time to time and any document replacing it;
- 5) person includes a natural person and any body or entity whether incorporated or not;
- 6) month means calendar month and year means 12 months;
- 7) in writing includes any communication sent by letter, facsimile transmission or email;
- 8) words and phrases including similar expressions are not words of limitation; and
- 9) money amounts are stated in Australian currency unless otherwise specified.

### **34. Amendments of Standard Conditions**

The Vendor and the Purchaser agree that the provisions of the printed form of Contract for Sale of Land (2022 Edition) shall be amended as follows:

Clauses 2.2, 4.1, 14.6: deleting the word "normally";

Clauses 6.2 and 6.3 are deleted;

Clause 7.1.1 is deleted and replaced with the words "any amount is claimed";  
Clause 7.1.3: substituting "14" with "7".  
Clause 7.2.1: substituting "10%" with "1%" in the first line;  
Clause 8.1.1: deleting "on reasonable grounds";  
Clause 8.1.2: deleting "that specifies ... grounds";  
Clause 10: inserting "or delay completion" after "terminate";  
Clause 11.2: insert "other than on account of the Purchaser's breach" after "terminated";  
Clause 14.2 is deleted  
Clause 14.4 is deleted.  
Clause 14.7 is deleted.  
Clause 16.8 is deleted.  
Deletion of 16.12: deleting the words "if it is in NSW, but the Vendor must pay the Purchaser's additional expenses, including any agency or mortgage fee".  
Clause 18.7 is deleted.  
Clause 20.6.5: inserting at the end "or if the fax is received by a party after 5.00 pm, whereby the document is deemed to be served on the next business day".

### **35. Priority of Conditions**

If there is any inconsistency between the Special Conditions and the Standard Conditions, the Special Conditions prevail over the Standard Conditions.

### **36. Entire Agreement**

- 1) This contract contains the entire understanding between the parties concerning the subject matter of this contract and supersedes all prior communications

between parties.

- 2) Each party acknowledges that, except as expressly stated in this contract, that party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other party in relation to the subject matter of contract.

**37. Nature of Obligations**

Any clause in this contract which binds more than one person binds all those persons jointly and each of them individually. Each obligation imposed on a party by this contract in favour of another is a separate obligation.

**38. Severability**

If any provision of this contract offends any law applicable to it and is therefore illegal, invalid or unenforceable then:

- 1) Where the offending provision can be read down to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and
- 2) in any other case, the offending provision must be severed from this contract and the remaining provisions of this contract operate as if the severed provision had not been included.

**39. No Waiver**

A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this contract does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this contract. A waiver of a breach does not operate as a waiver of any other breach.

**40. Caveat**

The Purchaser or any other person claiming through the Purchaser must not at any time before the completion date, lodge or permit to be lodged any Caveat on title to any part of the land or on title to the property. The Vendor may terminate this contract if the Purchaser does not comply with this clause.

#### **41. Insolvency or Bankruptcy of Purchaser**

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity, if:

- 1) the Purchaser resolves to enter into liquidation or provisional liquidation;
- 2) a summon is presented for the winding-up of the Purchaser;
- 3) the Purchaser enters into any scheme of arrangement with its creditors under Part 5.1 of the Corporation Act 2001;
- 4) any liquidator, provisional liquidator, receiver, receiver and manager; controller or administrator is appointed in respect of the Purchaser or in respect of any asset of the Purchaser; or
- 5) an application for bankruptcy is made against the Purchaser,

Then the Vendor may terminate this contract by notice in writing to the Purchaser at any time.

#### **42. Death, etc. of Purchaser**

If the Purchaser (and if the Purchaser is constituted by more than one person then if any of the parties constituting the Purchaser) dies or becomes mentally incapable before Completion, then the Vendor may rescind this contract by notice in writing to the Purchaser and clause 19 will apply.

#### **43. Requisitions**

- 1) The Purchaser agrees that the only form of requisition on title which the Purchaser may make under clause 5 of the Standard Conditions are the requisitions which are attached to this contract.
- 2) The Purchaser is satisfied with the attached Replies to Requisitions and is not entitled to make other requisitions or objections. However, the Vendor may change the Replies prior to completion.

#### **44. Confidentiality**

The Purchaser and Agent must not make any disclosure, communication or announcement in relation to the terms of this contract except:

- 1) with the prior written consent of all other parties;
- 2) to comply with any legal, accounting or other regulatory requirement;
- 3) to a financier of the Purchaser to obtain financing to complete the transaction contemplated; or
- 4) to the extent required to a party's employees, professional advisers, financiers or consultant provided such parties must provide their prior agreement to be bound by the same terms of confidentiality as under this clause.

#### **45. Provisions Apply After Completion**

A condition or provision of this Contract which can have effect after completion does not merge on completion of this contract and shall continue to have effect.

#### **46. Governing Law and Jurisdiction**

This contract is governed by and must be construed in accordance with the law of the State of New South Wales. The parties submit to the non-exclusive jurisdiction of the Courts of that State and Commonwealth of Australia in respect of all matters or things arising out of this contract.

#### **47. Purchaser's Representations and Warranties**

- 1) The purchaser represents and warrants that the purchaser:
  - (i) has the full financial capacity to perform its obligations arising out of this contract;
  - (ii) has full power and authority to enter into, implement and perform its obligations under this contract;
  - (iii) has obtained all necessary consents to enter into, implement and perform its obligations under this contract; and
  - (iv) is purchasing the property as principal or as trustee and not as an agent for a third party.
- 2) The purchaser shall make no objection, requisition or claim any compensation, delay settlement, rescind or terminate the contract:
  - (i) for compensation in respect of any matter discoverable upon any Survey

Report or Strata Plan annexed hereto in respect of any encroachment at or upon the subject property or any contravention of the Local Government Act or ordinances in respect of the property where such encroachment or contravention is expressly stated therein;

- (ii) in respect to the property's existing condition and state of repair;
- (iii) if it should be found that any sewer drains, pipes, cables, wires or other installations are on or pass through or over the Property other than as disclosed in the Contract. The Vendor will carry out sewer and other works to the Property and the Vendor warrants that such works will be carried out in accordance with the requirements of the Authority.
- (iv) the section 149 Planning Certificate annexed to this Contract, as it may not be an up to date certificate. The Purchaser will not require an up to date Section 149 Certificate from the Vendor;
- (v) in relation to any matters that arise in connection with a manufacturer's warranty or other warranty applicable to an appliance including without limitation, the fact that there is no such warranty in existence and/or no such warranty will be provided on, before or after completion.

**48. Particulars of Title**

Notwithstanding the provisions of Special Condition 47, the purchaser shall accept the particulars set forth in this agreement as Particulars of Title and as written statement of the vendor's title. The purchaser shall not be required or be entitled to be furnished with any further particulars as to the title or with any abstract of the title or any document affecting the title except that the vendor will produce to the purchaser any Deed or Deeds that may be in the vendor's possession that relate to the title.

## **Part B – Development and Disclosures**

### **49. Development Activities in Stages**

- 1) The Vendor discloses and the Purchaser is aware that Development Activities may be carried out in stages;
- 2) The Development Activities may result in noise and dust;
- 3) The Vendor will use reasonable endeavours to ensure that Development Activities for late stages causes as little inconvenience as is reasonably practicable;
- 4) The Vendor will determine the timing for commencement and completion of each stage of the development at its absolute discretion;
- 5) The Purchaser cannot make any claim, requisition, delay completion, rescission or termination because of staged development activities; and
- 6) The Vendor must take all reasonable steps to complete the relevant stages of development for the Lot, prior to the Sunset Date and prior to the service of Notice for settlement.

### **50. Development Activities**

- 1) The Vendor undertakes at its own cost to perform or cause to be performed the Development Activities.
- 2) The Vendor will carry out Development Activities on the property and surrounding land prior to completion.
- 3) The Purchaser must not object in relation to any Development Activities.

### **51. Defects Liability Period**

- 1) Any Defects which may appear in the Property and be notified in writing to the Vendor before the expiration of the Defects Liability period shall be made good by the Vendor at its own cost within a reasonable time after the expiration of the Defects Liability Period, provided that this shall not apply to nor include minor settlement cracks, minor shrinkage, minor blemishes or natural imperfections of the materials.

- 2) The Purchaser shall be limited to only one (1) defect notice and may not serve such notice to the Vendor on more than one (1) occasion.
- 3) The Purchaser shall not be entitled to make a claim, delay completion, rescind, raise a requisition in respect of any Defects.
- 4) The parties agree the issue of an Occupation Certificate is conclusive evidence that there are no significant or serious defects in the Property and the Purchaser shall not be entitled to delay completion.

## **52. Alterations to Property and Encumbrances**

- 1) The Vendor may alter the property and the Plan in any way:
  - (i) required under an Approval or by an Authority to enable the Plan to be registered; or
  - (ii) considered appropriate by the Vendor.
- 2) The Vendor may register any easement or other encumbrance over the land which is:
  - (i) required under an Approval or by an Authority;
  - (ii) shown on the unregistered plan;
  - (iii) related to matters disclosed in this contract; or
  - (iv) otherwise in relation to the development of the land or the Vendors surrounding land, if they do not materially or adversely affect the value of the land or the Purchaser's intended use of the property as a residential dwelling.
- 3) The Property is sold subject to the easements and restrictions as to use:
  - (i) mentioned to be created with the Plan;
  - (ii) created or to be created pursuant to statute upon registration of the Plan.
- 4) If required by an Authority or the Registrar General, the Vendor may place such restrictive or positive covenants or easements on the title to the Lot as may be reasonably required.
- 5) The Purchaser acknowledges that the Purchaser purchases the Property subject to any and all restrictions imposed by any relevant environmental planning instrument (and all other relevant planning controls) and is deemed to have satisfied itself as to the purpose(s) for which the Property may be used in accordance with the requirements of all planning controls.
- 6) The Purchaser acknowledges that either prior to completion or subsequent to completion of this contract, the Vendor may be required by the Registrar

General or an Authority to create easements and/or covenants and/or leases or other restrictions on use affecting the Property. The Purchaser will not be entitled to raise any requisition, make any claim for compensation, rescind, delay settlement or terminate this contract in relation to such matters and will vote in favour of any motion put forward at a meeting of the Owners' Corporation to formalise such restrictions on use.

- 7) The Vendor may serve notice if the Vendor makes or proposes to make an alteration to the property; or registers or proposes to register easements or other encumbrances over the land that materially or adversely affects the Purchaser's proposed use of the land.
- 8) If there is a variation which is not minor or if easements or other encumbrances are registered or proposed to be registered which materially or substantially affect the subject lot, the Purchaser may rescind this contract by serving a written notice within 10 days after the date the Vendor serves the notice of:
  - (i) the relevant or proposed alteration under clause 52(3); or
  - (ii) Registration of the Plan,whichever is the earlier.
- 9) Time is of the essence under clause 52(4). The Purchaser is regarded to be consenting to the alteration or proposed alteration or the easement or other encumbrance if the Purchaser does not rescind the contract.
- 10) The purchaser shall not be entitled to require the vendor prior to settlement to register a Discharge of any Mortgage or withdrawal of any Caveats affecting the subject land but must accept on settlement a properly executed Discharge of any such Mortgage or Withdrawal of any such Caveat together with the appropriate registration fees therefore.
- 11) For the purposes of Special Condition 52, any alteration or change to the following are minor variations:
  - (i) in the dimensions or area of the land of:
    - (a) 5% or less in the area of land;
    - (b) 5% or less in the linear dimensions of the land;
  - (ii) the number or numbering of the lots;
  - (iii) the description or name of the street address;
  - (iv) the presence of road signs and/or speed humps, street trees, storm water pits and electrical pillars or the like in the vicinity of the lot;
  - (v) the dimensions, position, layout or omission of any lot other than the property;
  - (vi) any difference between the unregistered plan and the registered plan which does not materially or adversely affect the value of the lot and does not adversely or materially affect the subject lot;

(vii) any other alteration may also be a minor variation.

12) The Purchaser must not object in relation to the alterations, provided they do not result in a variation which is other than minor.

### **53. Service**

- 1) The Vendor warrants that all service including but not limited to telephone, electricity, water and sewer shall have been provided to the Lot at completion. The Development Site will support communication and gas services however the relevant utility company will be responsible for the actual connections, the timing of which is beyond the control of the Vendor. The purchaser acknowledges that account establishment fees may be applicable and further that the vendor will not be liable for the same.
- 2) The Vendor discloses that arrangement with Service Providers for the provision of Services may not have been entered into on the date of the Contract.
- 3) The Vendor will use its reasonable endeavours to locate Services to the land in the best place reasonably possible to allow the construction of a dwelling on the property, but the location of the Services will be subject to the final approval or determination by the relevant Authority. The Purchaser is not entitled to object regarding the location of any of the Services to the property unless any service line is located in such a way as to substantially and adversely affect the contract of a dwelling on the property.

### **54. Sewerage Location Diagram**

Annexed to the contract are copies of the sewerage connections diagram and/or the sewerage main diagram in respect of the property which may not be up to date or accurate. The diagrams may show approximate locations of the sewer and water within the subdivision of which the land and property forms part of. The Vendor discloses and the Purchaser acknowledges being aware of the said diagrams and the Purchaser will not make any requisition, objection, claim for compensation, delay completion, rescind or terminate this agreement in respect to any accuracy or completeness of the said diagrams or require the Vendor to provide an up to date drainage diagram.

### **55. Fences**

- 1) The Vendor is not required to contribute to the costs of building, repair or replacing any dividing fence between the land and any other adjoining land and

the Purchaser waives any right to claim contribution from the Vendor.

- 2) The Purchaser shall not make any objection, requisition or claim for compensation should it be found that a boundary of the property is not fenced or if boundary fence or wall should not be upon or within such boundary.

## **Part C – Representations, Warranties and Acknowledgement by Purchaser**

### **56. Purchaser's Capacity**

The Purchaser represents and warrants that the Purchaser:

- 1) has the full financial capacity to perform its obligations arising out of this contract;
- 2) has full power and authority to enter into, implement and perform its obligations under this contract;
- 3) has obtained all necessary consents to enter into, implement and perform its obligations under this contract; and
- 4) is purchasing the property as principal or as trustee and not as an agent for a third party.

### **57. Purchaser as Trustee**

If the Purchaser enters into this contract as trustee, the Purchaser:

- 1) is bound by this contract as trustee and in its personal capacity;
- 2) must take steps to ensure that the assets of the trust are available to remedy or meet a Claim regarding any breach by the Purchaser under this contract;
- 3) must assign to the Vendor the Purchaser's right of indemnity as against the assets of the trust if the Vendor demands it;
- 4) warrants that it has the power and authority to enter this contract and bind the trust, and entry into this contract is due administration of the trust; and
- 5) must provide a copy of the trust instrument to the Vendor within 2 business days from request.

### **58. No Warranty, Representation or Reliance**

- 1) The Purchaser acknowledges and agrees that this contract represents the whole agreement between the parties and that no further or other terms, conditions or covenants shall be implied in this contract or arise between the parties by way of collateral or other agreements or by reasons of any alleged

warranty or representation given or made by one party to the other at the time of or prior to the execution of this contract;

- 2) The Purchaser acknowledges that it has not been induced to enter into this contract by any warranty or representation, verbal or otherwise made by or on behalf of any other party which is not included in this contract;
- 3) Despite the terms of this contract, if any warranty or representation has been made by the Vendor or its agent, then the Purchaser confirms that by execution of this contract, that the Purchaser has placed no reliance on such warranty or representation in executing this contract; and
- 4) The Purchaser must not object in respect to the matters dealt in this clause.

**59. Real Estate Agent**

The Purchaser warrants that the Purchaser was not introduced to the Vendor or the property by any real estate agent other than the Vendor's agent, if any, named on the front page of this contract. The Purchaser agrees to indemnify the Vendor against any claim for commission (including the Vendor's costs of defending any claim) arising out of a breach of this warranty.

**68. Guarantee**

- 1) The provisions of this clause apply if the Purchaser is a corporation other than a public company listed on an Australian stock exchange.
- 2) The Guarantor means any person who is a director of the Purchaser on the contract date.
- 3) The Guarantor unconditionally and irrevocably guarantees to the Vendor:
  - (i) the payment of all money payable by the Purchaser to the Vendor, present or future, actual or contingent, arising under or relating to or contemplated by this contract; and
  - (ii) the performance of all the Purchaser's other obligations under this contract to the Vendor, present or future, actual or contingent, arising under or relating to or contemplated by this contract.
- 4) The Guarantor:
  - (i) indemnifies and agrees at all times hereafter to keep indemnified the Vendor from and against all damages and losses which the Vendor may suffer arising directly or indirectly out of any breach by the Purchaser of any of the provisions of this contract;
  - (ii) must pay on demand any money due to the Vendor under this contract;
  - (iii) acknowledges that the guarantee and indemnity is a continuing security and irrevocable while any of the Purchaser's obligation under this contract remain unfulfilled; and
  - (iv) acknowledges that the guarantee and indemnity applies to any variation of this contract without the need for obtaining the Guarantor's specific consent to that variation.
- 5) The Guarantor's obligations are not affected if the Vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the Guarantor's obligation under this clause.
- 6) The Guarantor's obligations are not affected by any transfer by the Purchaser of its interest under this contract whether with or without the Vendor's consent.

**69. Early Release of Deposit**

- 1) Notwithstanding any other term or condition to the contrary contained herein the purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors the deposit unconditionally at the date hereof. The parties acknowledge that no further authority is required to enable release of the deposit to the vendor.
  
- 2) The purchaser acknowledges that notwithstanding anything else contained within this contract, in the event that this contract is terminated or rescinded, by either party, the deposit is forfeited to the vendor and is non-refundable to the purchaser.

## **Part E – Completion**

### **70. Completion Date**

Completion of this contract shall take place at the later of the following dates:

- 1) 21 days after the Vendor serves the Notice of Registration of the Plan of Subdivision by the Land and Property Information that the plan has been registered; or
- 2) 21 days after the date the vendor serves on the purchaser a copy of the Occupation Certificate; and
- 3) 21 days from the contract date.

### **71. Electronic Settlement and Time of Completion**

- 1) The Vendor proposes settlement to take place electronically via Property Exchange Australia.
- 2) Should the Purchaser not serve a notice that this conveyancing transaction is to be conducted as an electronic transaction, the Purchaser must pay to Vendor's solicitor or conveyancer additional fee of \$500 (inclusive of GST) as a reasonable cost in paper settlement.
- 3) In the event of Special Condition 71 (2) occurring, Completion must take place at a venue in the Sydney CBD nominated by the Vendor's Solicitor, unless otherwise agreed by the Vendor.
- 4) Completion must take place at a time nominated by the Vendor's Solicitor, unless otherwise agreed by the Vendor.

### **72. Precondition**

- 1) The Purchaser acknowledges that the Vendor may not have obtained approval from all relevant Authorities to the registration of the Plan.
- 2) Completion is subject to and conditional on the registration of the Plan.
- 3) At any time prior to the Completion Date, the vendor may serve a replacement for any document or plan attached to the contract. Such replacement document is taken to be substituted and attached to the contract and the Purchaser may

not make any claim, objection, requisition, or delay completion, rescind or terminate this contract as a result of a document being updated, substituted or replaced.

**73. Sunset Date**

- 1) Subject to clause 72, if:
  - i) the Plan is not registered; or
  - (ii) the Occupation Certificate has not issued, on or before the Sunset Date then:
  - (iii) the vendor may rescind by serving notice at any time after the Sunset Date but before completion if the vendor complies with section 66ZL of the Conveyancing Act; and
  - (iv) the purchaser (but not the Guarantor) may rescind by serving notice within 10 business days from the Sunset Date and in this respect time is essential.
  
- 2) A party may not rescind under this clause 73 after both the Plan has registered (despite being registered after the Sunset Date) and the Occupation Certificate is obtained (despite being obtained after the Sunset Date) if notification is given by the vendor.

**74. Extension of Sunset Date**

- 1) The Vendor may extend the Sunset Date by each day that the Vendor has been delayed because of:
  - (i) inclement weather or conditions resulting from inclement weather;
  - (ii) any civil commotion, combination of strikes or lock-outs;
  - (iii) a delay in any approval for the Plan;
  - (iv) a delay in registration of the Plan; or
  - (v) any matter or thing beyond control of the Vendor.
  
- 2) The Vendor may extend the Sunset Date by serving notice for the period of the delay.
  
- 3) Extensions of time under this clause cannot result in the Sunset Date being extended by more than 8 months.

**75. Default Rate**

- 1) If the Purchaser completes this contract but does not do so on or before the date for completion, then on completion the Purchaser must pay the Vendor interest at the Default Rate on the balance price and any other amount payable by the Purchaser to the Vendor under this contract from, but excluding, the date for completion to and including the date of actual completion.
- 2) Payment of interest in accordance with this clause is an essential term of this contract.
- 3) The Purchaser need not pay interest for as long as the Purchaser is ready, willing and able to complete and completion cannot take place because the Vendor cannot complete.
- 4) In the event settlement fails to take place on the booked date and such failure is not as a result of the vendor or the vendor's discharging mortgagee, the purchaser must also pay to the vendor's solicitor on settlement an additional fee of \$380 (inclusive of GST) as a reasonable cost in the cancellation of settlement.

#### **76. Notice to Complete**

- 1) If completion does not occur on the completion date due to Purchaser's fault, a party who is not in default and is ready and able to complete may serve a notice to complete to the other, requiring the other to complete within 14 days from the date of service of the notice.
- 2) A notice to complete will be reasonable and sufficient as to time if a period of 14 days from the date of service of the notice is allowed for completion.
- 3) If the Vendor issues a notice to complete, the Purchaser will be liable for and must pay on demand an amount of \$480.00 (inclusive of GST) for the legal costs incurred by the Vendor in issuing the notice to complete. The Purchaser must pay the costs to the Vendor's Solicitor or conveyancer by a separate payment at completion of this contract.

#### **77. Council Rates and Water Rates Adjustment**

- 1) If, three (3) business days prior to the Completion Date, separate assessment for council rates or water rates in respect of the Lot for the year current at completion has not been issued by the Authorities, then on completion the Purchaser must adjust the amount referred to in item 1 (in respect of council rates and water rates) of the Reference Schedule annexed herein in accordance with clause 14. No regard is to be had to actual separate

assessment, if any is further issued.

- 2) The vendor must pay any rates and taxes in respect to the property promptly upon assessment. The Vendor undertakes to pay any assessment subsequent to the issue thereof in respect of the Property for which it is liable at completion for:
  - (i) In the case of council rates – the day being the 30th of June immediately following the Completion Date;
  - (ii) In the case of water rates – the day being the last day of the calendar quarter immediately following the Completion Date.
- 3) The Purchaser is not entitled to draw cheques to the relevant Authority given the undertaking by the Vendor in this clause.

**78. Land Tax Adjustment**

The vendor requires a land tax adjustment on completion for the year current at completion. The Purchaser must adjust the amount referred to in item 1 (in respect of land tax) in accordance with clause 14 and any actual assessment for any Lot which is issued for the year current at completion shall not be considered.

**79. Insurance Premiums**

The purchaser is aware that the vendor proposes to advance funds by way of contribution to the Owners Corporation for the purpose of effecting Insurance paid by the vendor but properly payable by the Owners Corporation as required by the Strata Schemes (Freehold Development) Act 1973 and the Strata Schemes Management Act 1996 as amended and the purchaser acknowledges that such amount shall constitute "outgoings" and be adjusted on completion.

**80. GST inclusive amounts**

For the purposes of this agreement all amounts payable or other consideration to be provided for a supply under this agreement are inclusive of GST and the amount or consideration will not be increased for any GST payable on that supply.

**81. Margin Scheme**

The parties agree that it will apply margin scheme to the supply of the property to the Purchaser. Notwithstanding, the Vendor may before completion notify the Purchaser that the Vendor will not calculate GST under the margin scheme, in which event the parties will be deemed to have agreed to that effect. if GST is calculated under the

margin scheme the Purchaser acknowledges that the Purchaser may not claim an input tax credit in respect of the GST paid by the Purchaser (which is included in the price) and the Vendor is not required to provide a tax invoice to the Purchaser under this contract.

**82. Transfer for Non-Electronic Settlement**

The Purchaser must deliver the form of Transfer to the Vendor's Solicitor no later than five (5) business days prior to the completion date, if settlement is not to be transacted electronically. If the transfer is delivered late, then the Purchaser must allow on completion as part of the purchase price the Vendor's legal costs arising from late delivery of transfer in the sum of \$220.00.

## **Part F – Assignment of Contract**

### **83. Assignment by Vendor**

- 1) The Vendor may at any time charge or encumber its right, title and interest under this contract or any part thereof without the consent of the Purchaser.
- 2) The Vendor may at any time assign and/or novate its rights and/or its obligations under this contract or any part of its right and/or its obligations under this contract without the consent of the Purchaser or Vendor upon providing the Purchaser and Vendor notice of exercise of its rights.
- 3) If the Vendor exercises its rights under clause 83(2) the Vendor is released from the assigned obligations from the date of such assignment.
- 4) If the Vendor exercises its rights under clause 83 (2), the Vendor and Purchaser must do all things required by the Vendor to give effect to such assignment and/or novation including if requested entering any deed of assignment and/or novation.
- 5) On notice of the assignment and/or novation of this contract to the Purchaser and Vendor the Vendor is released from its obligation under this contract.

### **84. Purchaser Not to Assign Without Consent**

- 1) The Purchaser must not, without the prior written consent of the Vendor, assign, novate, dispose, mortgage, charge or otherwise encumber any of its rights, obligations or interests under this contract (or advertise or offer to do any of the above) prior to completion.
- 2) Until Completion, the Purchaser must not seek to lease or on sell the property except with the prior consent of the Vendor in writing and, subject to such consent, the Purchaser must only seek to lease or on sell the property utilising the Services of the Developer's Agent.
- 3) A breach this clause is an essential breach of this contract entitling the Vendor to terminate this contract on notice to the Purchaser. The Vendor's consent in clause 83 may be withheld at the Vendor's absolute discretion.

## **Part G – Foreign Purchasers**

### **85. Purchaser to Provide Information**

On or before the date of this contract the Purchaser must:

- 1) If the Purchaser is a Foreign Person, notify the Vendor of that fact; and
- 2) Whether the Purchaser is a Foreign Person or not, give to the Vendor:
  - (i) the Purchaser's full name, address and nationality; and
  - (ii) if the Purchaser is a company or trustee of a trust, the names, addresses and nationalities of the shareholders and directors of the company or the names, addresses and nationalities of the beneficiaries under the trust; and
  - (iii) any other information required by the Treasurer.

### **86. Treasurer's Approval**

- 1) If the Purchaser informs the Vendor under clause 82 that the Purchaser is a Foreign Person, the Purchaser must:
  - (i) apply for the Treasurer's Approval within 7 days of the date of this contract and provide the Vendor with a copy of that application within 14 days of the date of contract;
  - (ii) use best endeavours to obtain the Treasurer's Approval within 30 days of the date of this contract; and
  - (iii) provide to the Vendor or its solicitor a copy of:
    - (a) The Treasurer's Approval and any conditions attaching to the Treasurer's Approval; or
    - (b) Treasurer's refusal of the Purchaser's application.
- 2) If the Purchaser complies with its obligation under clause 83(1) and the Purchaser's application is refused the Vendor or Purchaser may rescind this contract by written notice to the Vendor.

### **87. Indemnity**

- 1) If the Purchaser is in breach of an essential term of this contract, the Vendor may terminate this contract in which event the deposit will be forfeited to the Vendor; and
- 2) The Purchaser indemnifies the Vendor and must compensate the Vendor for any consequential loss of profit, damage, penalty, fine or legal costs incurred by the Vendor arising from that failure.

## Reference Schedule

### Item 1

Council Rates                      \$2,500.00 per annum

Water Rates                         \$300.00 per quarter

Land Tax                              \$3,500.00 per annum

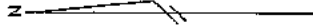
### Item 2

Sunset Date                         31 Aug 2024

### Item 3

Copies of the following documents are attached and marked:

Annexure 1	Title Searches
Annexure 2	Draft Plans
Annexure 3	Sewer Location Print and Proposed Sewer
Annexure 4	Planning Certificates under s 10.7 of the Environmental Planning & Assessment Act 1979
Annexure 5	Standard Requisitions and Replies
Annexure 6	Land Tax Certificates under s 47 of the Land Tax Management Act 1956



LOT 79  
DP 26391

LOT 78  
DP 26391

LOT 77  
DP 26391

LOT 13  
DP 26249

34.14

No.86A  
PROPOSED  
LOT 1  
296.5m<sup>2</sup>

No.86B  
PROPOSED  
LOT 2  
296.7m<sup>2</sup>

34.14

LOT 11  
DP 26249

8.685

8.69

8.685

8.69

ROAD

ACACIA

NO SURVEY HAS BEEN MADE.  
ALL DIMENSIONS COMPILED FROM DP 26249  
ALL DIMENSIONS, EASEMENTS AND AREAS ARE SUBJECT  
TO FINAL SURVEY, COUNCIL APPROVAL AND ULTIMATE  
LODGEMENT AT LAND REGISTRY SERVICES.

COOPER & RICHARDS SURVEYORS  
Surveyor: SIMON ANDREW GIBST  
Date of Survey: 21/05/21/1  
Surveyor's No: 21005121/1

PLAN OF  
SUBDIVISION OF LOT 12 IN DP 26249

Lot: SUTHERLAND SHIRE  
Locality: KIRRAWEE  
Subdivision No:  
Legal Ref: s. 8. 2008/4  
Production Ref: 1-2008/4

Page: 1 of 1

DRAFT  
ISSUE 1 - DATE: 25/8/2022  
DWG No. 21605121/1

PLAN FORM 6 (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 24pt; font-weight: bold;">DRAFT</p>	
<p><b>PLAN OF SUBDIVISION OF LOT 12 IN DP 26249</b></p>	<p>LGA: SUTHERLAND SHIRE</p> <p>Locality: KIRRAWEE</p> <p>Parish: SUTHERLAND</p> <p>County: CUMBERLAND</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, SIMON ANDREW GEEST ..... of COOPER &amp; RICHARDS SURVEYORS PO BOX 508 SUTHERLAND NSW 1499 ..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on</p> <p>*(b) <del>The part of the land shown in the plan ("being" excluding ** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation, or</del></p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: "A"-"B"</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:      Dated: 25/8/2022</p> <p>Surveyor Identification No: 90..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	
<p>Plans used in the preparation of survey/compilation. DP 26249</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I, ..... *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: .....</p> <p>Registration number: .....</p> <p>Consent Authority: .....</p> <p>Date of endorsement: .....</p> <p>Subdivision Certificate number: .....</p> <p>File number: .....</p> <p>*Strike through if inapplicable.</p>	
<p>Surveyor's Reference: 21605121/1</p>	<p style="text-align: center;">Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

Office Use Only

Office Use Only

**Registered:**

**PLAN OF SUBDIVISION OF LOT 12 IN  
DP 26249**

**DRAFT**

Subdivision Certificate number: .....  
Date of Endorsement: .....

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	86A	ACACIA	ROAD	KIRRAWEE
2	86B	ACACIA	ROAD	KIRRAWEE

**SIGNATURES & SEALS**

If space is insufficient use additional annexure sheet

Surveyor's Reference: 21605121/1

Plan Form No. 2 (for Deposited Plan)

Municipality of  
Shire of Sutherland

# PLAN

G341227 of subdivision of Lot A on Plan in G335722

PARISH OF SUTHERLAND COUNTY OF CUMBERLAND

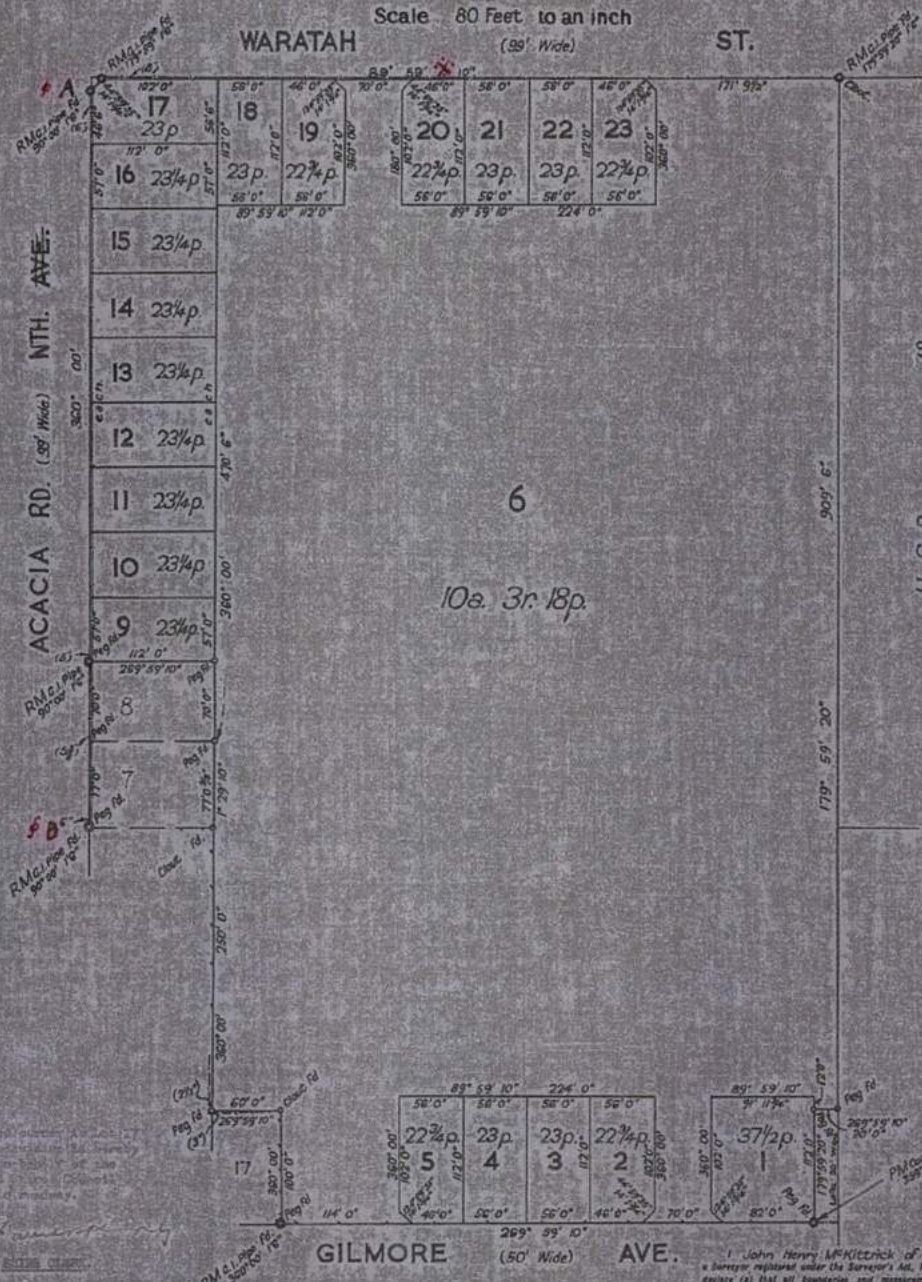
Scale 80 Feet to an inch  
(99' Wide)

WARATAH

ST.



Deposited Plan No. 26249  
Date 29th day of September 1955



Approved by Council & Covered by Council Clerk's Certificate

No. 135/55 of 25/3/55  
Council Clerk.

Subscribed and declared before me at Sydney  
this 22nd day of May A.D. 1955

I John Henry McKittrick of 25 Albany Street, Bexley  
a Surveyor registered under the Surveyors Act, 1926-46, do hereby solemnly and sincerely  
declare (a) that all bearings and measurements shown on this plan are correct,  
(b) that all survey marks found and relevant physical objects in or adjacent to the  
boundaries are correctly represented, (c) that all physical objects indicated actually exist  
in the positions shown, (d) that the whole of the material facts in relation to the land  
are correctly represented, (e) that the survey represented in this plan has been made  
in accordance with the Survey Practice Regulations, 1928-46, by me or my duly-qualified  
representative the character and extent of which was as required by the Survey Practice  
Regulations-1928, and was completed on 1st, 28th March, 1955, and the reference  
marks have been placed as shown hereon.

and I make this solemn declaration conscientiously believing the same to be true, and  
by virtue of the provisions of the Oaths Act, 1900.  
(Signature) J.P. [Signature]  
Surveyor registered under the Surveyors Act, 1926-46.  
J.P. Date of Survey 28th March 1955

Datum line of Azimuth A-B.

\*Scale and plan (1) or (2). \*Sheet date of Survey.



CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

DPI 26249

FEE	INCHES	METRES
-	2 1/2	0.064
-	3	0.076
-	5 3/4	0.146
-	6	0.152
-	8	0.203
-	10	0.254
1	6	0.457
3	6	1.067
6	-	1.629
10	-	3.048
12	-	3.658
14	1 3/4	4.312
20	-	6.096
46	-	14.021
46	6	14.173
47	6	14.478
56	-	17.069
57	-	17.374
59	10	18.237
60	-	18.288
70	-	21.336
70	0 3/4	21.355
77	-	23.470
77	0 3/8	23.479
82	-	24.994
91	11 3/4	26.035
99	-	30.175
100	-	30.480
102	-	31.090
112	-	34.138
114	-	34.747
122	-	37.186
171	9 1/2	52.362
224	-	68.275
250	-	76.200
470	6	143.408
909	6	277.216

AC	RD	P	SQ M
- -	22 3/4		575.4
- -	23		581.7
- -	23 1/4		588.1
- -	23 1/2		594.4
- -	37 1/2		948.5

AC	RD	P	HA
10	3	18	4.396

NEED 25 OCT 1916 9.00 PM

New South Wales,

A277138

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)



To: *1000*  
From: *1000*  
Certificate: *1000*  
Subs: *1000*

Name, residence, occupation, or other designation, in full, of transferor.

A277138

If a less estate, state out how the estate and interest required alteration.

All subsisting encumbrances must be noted & their nature & extent.

If the consideration be not pecuniary, state its nature & amount.

Name, residence, occupation, or other designation, in full, of transferee.

If a minor, state of what age, and forward certificate of declaration as to date of birth. If a married woman, give name, maiden name, and occupation of husband.

If two or more, state whether the estate or interest is common.

Area in acres, rods, or perches.

Part of town or locality.

The whole or part, as the case may be.

"Mines grant," or "Certificate of Title," or other title.

These references will suffice, if the whole land to the extent of certificate is transferred. If a part only, include a plan, or have deposited, in which case a reference to the No. of allotment & No. of plan will be sufficient. A description of plan will be required and may be either contained in the plan, or annexed thereto, with an explanatory reference as defined in the Act. A plan must be deposited by the transferee, and also shall be deposited, if there be any such, in the periodical description or memorandum of encumbrances.

Any plan filed in accordance with the provisions of the Act, may be described, as follows:

THE HOLT SUTHERLAND COMPANY LIMITED (hereinafter referred to as the Company) being registered as the proprietors for a term of six years from the first day of July 1899 under Memorandum of Lease registered No. 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by being registered on the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of the sum of One hundred and twenty-five pounds (£125:0:0) paid by George Gilmore of Sutherland Contractor to the Perpetual Trustee Company Limited the Australian trustee of the Will of Thomas Holt 1st of Sydney pursuant to Section 7 of the said Holt Sutherland Act 1900 the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company Limited testified by the receipt hereto annexed both hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Act 1900 and of all other powers enabling it appoint and transfer to the said George Gilmore the estate and interest of the registered Proprietor in fee simple in the surface of All that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the Second day of May 1907 registered Volume No. 1776 Folio 27 and in the said Certificate of Title No. 50990 and being the surface of the whole of the land comprised in Sub Lease Number 644 513 (dated 25th. day of January 1912) from the Holt Sutherland Estate Company Limited to the said George Gilmore and both also Transfer to the said George Gilmore all the ~~estate and interest~~ of which it the said Holt Sutherland Company Limited is registered Proprietor together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub Lease No. 644 513 except and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including being the Perpetual Trustee Company Limited and other the Australian Trustees or Trustees for the time being of the said Will of the said Thomas Holt 1st of Sydney deceased are hereinafter included in the term the reversioner and reversioners) all Mines veins seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed And excepting and reserving unto the

[Rule up all blanks before signing.]

(Date)

MEMORANDUM OF ENCUMBRANCES, &c, REFERRED TO.

P See note "a", page 1.  
A very short note of  
the particulars will  
be given.

said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby appointed together with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient undergroundworks whatsoever to the intent that the said George Gilmore may become the registered proprietor in fee simple of the surface lands comprised in the said Sub Lease No. 644513 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease No. 50990 subject to all the provisoes conditions and agreements in the said lease contained and on the part of the Company to be observed and performed as ( if at all ) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said lease contained in all respects as if this transfer had not been made.

[Rule up all blanks before signing]

If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferee is known, no further authentication is required. Otherwise the certificate must appear before one of the above functionaries to make a declaration in the annexed form. This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Receiver of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Agent, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consul (where at such place). If the Transferee or Transferees sign by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Repeat attestation for additional parties if required.

In witness whereof, I have hereunto subscribed my name, at the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord one thousand nine hundred and \_\_\_\_\_

Signed in my presence by the said

WHO IS PERSONALLY KNOWN TO ME

Signed

Transferor

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company Limited was hereunto affixed at Sydney the \_\_\_\_\_ day of October in the year of our Lord one thousand nine hundred and sixteen.

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY LIMITED was affixed hereto by the Directors present at a meeting of THE BOARD OF DIRECTORS of that Company held this \_\_\_\_\_ day of \_\_\_\_\_ 1916 and such Directors thereupon signed this Transfer in the presence of:

*[Handwritten signatures and notes]*

\*If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

o For the signature of the Transferee  
Entry as ordinary  
attention is sufficient.  
Unless the instrument  
contains some special  
provision by the Trans  
feree, his signature  
will be deemed valid  
to prove that it is  
correctly prepared  
without difficulty.  
It is, however, always  
desirable to attend to  
the following  
points in connection  
and for this reason  
it is essential that the  
signature should, if  
possible, be obtained.

Signed in my presence by the said

GEORGE GILMORE

WHO IS PERSONALLY KNOWN TO ME

*George Gilmore*

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

*George Gilmore*  
Transferree.

(\*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See rule 14 in regard.)

N.B. Section 117 provides that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of \$20, also to damages recoverable by parties injured.

FORM OF DECLARATION BY ATTESTING WITNESS

Accepted before me, at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand nine hundred and \_\_\_\_\_

the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said \_\_\_\_\_

is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

- o May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P. or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.
- o Name of witness and residence.
- o Name of Transferor.
- o Name of Transferee.

Registrar General,  
Deputy, Notary Public,  
J.P., or Commissioner  
for Affidavits.

**A277138**  
 Memorandum of Transfer of  
 Special Lots of Section 65  
 Pl. of Sutherland  
 Shire of Sutherland  
 (Excepting & reserving all mines &c.)

Lodged by  
 (Name) E. H. W. ...  
 (Address) Holt Sutherland

The Holt Sutherland Co. Ltd. Transferor.  
 George Spiro Transferree.

Particulars entered in the Register Book, Vol. 1771

Folio 29 ...  
 No 5099a

the 27th day of November, 1916,  
 at ... minutes ... o'clock  
 in the ... noon.

*W. P. ...*  
 Registrar General

W. P. ...

	DATE	INITIALS
SENT TO SURVEY BRANCH	27-11-16	...
RECEIVED FROM RECORDS	27-11-16	...
DRAFT WRITTEN	10-11-16	...
DRAFT EXAMINED	...	...
DRAFT COMPLETE	...	...
DRAFT EXAMINED	...	...
DRAFT FORWARDED	...	...
RECORDED IN REGISTER	...	...
RECORDED FROM RECORDS	...	...
INDEXED & CROSSED	...	...
INDEXED BY CROSSERS & D.	NOV 1916	...
INDEXED BY REGISTRAR GENERAL	...	...

2718 831

REC'D 25 OCT 1916 3.56 PM



## Applicant:

CYC & ASSOCIATES  
PO Box 301 Hurstville  
NSW 1481

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

Certificate no: ePC:22/2599 Delivery option:

Certificate date: 23/05/2022 Your reference:

## Property:

Lot 12 DP 26249  
86 Acacia Road KIRRAWEE NSW 2232

## Zone:

\* Sutherland Shire Local Environmental Plan 2015

Zone R2 Low Density Residential

### Notes:

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

### Disclaimer:

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

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

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**1. Names of relevant instruments and DCPs**

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

- \* Sutherland Shire Local Environmental Plan 2015
  
- \* Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).
  
- \* Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).
  
- \* SEPP (Building Sustainability Index: BASIX) 2004
  
- \* SEPP (Exempt and Complying Development Codes) 2008
  
- \* SEPP (Affordable Rental Housing) 2009
  
- \* SEPP (Educational Establishments & Child Care Facilities) 2017
  
- \* SEPP (Infrastructure) 2007
  
- \* SEPP (Mining, Petroleum & Extractive Industries) 2007
  
- \* SEPP (Housing for Seniors or People with a Disability) 2004
  
- \* SEPP No.19 - Bushland in Urban Areas
  
- \* SEPP No.21 - Caravan Parks
  
- \* SEPP No.33 - Hazardous and Offensive Development
  
- \* SEPP No.50 - Canal Estate Development
  
- \* SEPP No.55 - Remediation of Land
  
- \* SEPP No.64 - Advertising and Signage

- \* SEPP No.65 - Design Quality of Residential Apartment Development
- \* SEPP No.70 - Affordable Housing (Revised Schemes)
- \* SEPP (State and Regional Development) 2011
- \* SEPP (State Significant Precincts) 2005
- \* SEPP (Vegetation in Non-Rural Areas) 2017
- \* SEPP (Concurrences and Consents) 2018
- \* SEPP (Primary Production and Rural Development) 2019

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

The following Draft State Environmental Planning Policies (SEPP) apply: Amendments to SEPP (Infrastructure) 2007, SEPP (Mining, Petroleum Production and Extractive Industries) 2007, SEPP (Housing for Seniors or People with a Disability) 2004, SEPP (State Significant Precincts) 2005, SEPP (Exempt and Complying Development Codes) 2008, SEPP (Educational Establishments and Child Care Facilities) 2017, and new draft policies - SEPP Environment, SEPP Short-term Rental Accommodation, SEPP Housing Diversity and SEPP Remediation of Land, and proposed changes associated with the NSW Flood Prone Land Package (Department of Planning Industry & Environment).

3. The name of each development control plan that applies to the carrying out of development on the land:

Sutherland Shire Development Control Plan 2015

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

## **2. Zoning and land use under relevant LEPs**

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

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

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Bed and breakfast accommodation; Boarding houses; 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

- (d) Prohibited:

Any development not specified in item (b) or (c)

- (e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

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

- (f) Does the land include or comprise critical habitat?

No

- (g) Is the land in a conservation area?

No

- (h) Is an item of environmental heritage situated on the land?

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

## **2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

## **3. Complying Development**

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (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 restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

### **Housing Code**

Complying development may be carried out on the land under this

Code.

(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 Internal Alterations Code.

**Commercial and Industrial Alterations Code**

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

**Commercial and Industrial (New Buildings and Additions) Code**

Complying development may be carried out on the land under the Commercial and Industrial (New Buildings and Additions) Code.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. 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.

**Subdivisions Code**

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

**Rural Housing Code**

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

(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.

(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.

(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.

**Demolition Code**

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

**Fire Safety Code**

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

**Inland Code**

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

(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 the Sutherland Shire.)

**4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

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 the commencement of section 553B of the Local Government Act 1993.

**5. Mine Subsidence**

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

No

**6. 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

**7. Council and other public authority policies on hazard risk restrictions**

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

No

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

**7A. Flood related development controls information**

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

## **8. Land reserved for acquisition**

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act?

No

## **9. Contribution Plans**

Council has adopted the following Contribution Plans that apply to the land:

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

## **9A. Biodiversity certified land**

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

**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*.

No

## **10. Biodiversity stewardship sites**

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

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

No

## **10A. Native vegetation clearing set asides**

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No

#### **11. Bush fire prone land**

Is the land bush fire prone?

No

#### **12. Property Vegetation Plans**

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

#### **13. Orders Under Trees (Disputes Between Neighbours) Act 2006**

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if Council has been notified of the order).

No.

#### **14. Directions under Part 3A**

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act that does not have effect?

No

## **15. Site compatibility certificates and conditions for seniors housing**

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

## **16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

## **17. Site compatibility certificates and conditions for affordable rental housing**

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) or cl38(1) of SEPP (Affordable Rental Housing) 2009.

No

## **18. Paper subdivision information**

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

## **19. Site verification certificates**

Is there a current site verification certificate, of which the council is aware, in respect of the land?

If so, this statement includes:

- (a) the matter certified by the certificate, and
- (b) the date on which the certificate ceases to be current (if any), and
- (c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

No

## **20. Loose-fill asbestos insulation**

Is the land to which the certificate relates identified on the Loose-Fill Asbestos Insulation Register maintained by the Secretary of NSW Fair Trading?

No

## **21. Affected building notices and building product rectification orders**

Are there any affected building notices of which the council is aware that is in force in respect of the land.

No

If so, this statement includes:

- (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

Note: *affected building notice* has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

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

**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

### **Any Other Prescribed Matter**

**Note:** Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Co-ordinator General under the Act.

No

### **Additional Information**

Council holds additional information relating to this property for provision in accordance with Section 10.7(5) of the Environmental

Planning and Assessment Act, 1979.

For further information please telephone [02] 9710 0333.

Yours faithfully

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

Mark Carlon  
Manager Strategic Planning

# Sewer Service Diagram

Application Number: 8001675414

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

## SEWERAGE SERVICE DIAGRAM

*Goodwin*

Municipality of *Sutherland*

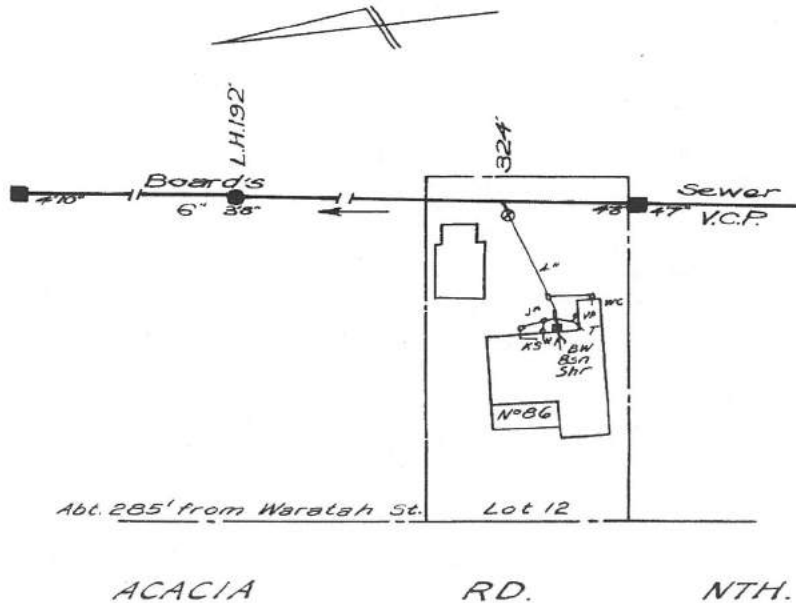
No. *364861*

SYMBOLS AND ABBREVIATIONS			
<input type="checkbox"/>	Boundary Trap	<input type="checkbox"/>	R.V. Reflex Valve
<input type="checkbox"/>	Pit	<input type="checkbox"/>	Cleaning Eye
<input type="checkbox"/>	G.I. Grease Interceptor	<input type="checkbox"/>	Vert. Vertical Pipe
<input type="checkbox"/>	Gully	<input type="checkbox"/>	V.P. Vent. Pipe
<input type="checkbox"/>	P.T. P. Trap	<input type="checkbox"/>	S.V.P. Soil Vent. Pipe
<input type="checkbox"/>	R.S. Reflex Sink	<input type="checkbox"/>	D.C.C. Down Cast Cowl
		<input type="checkbox"/>	I.P. Induct Pipe
		<input type="checkbox"/>	M.F. Mica Flap
		<input type="checkbox"/>	T. Tubs
		<input type="checkbox"/>	K.S. Kitchen Sink
		<input type="checkbox"/>	W.C. Water Closet
		<input type="checkbox"/>	B.W. Bath Waste
		<input type="checkbox"/>	Bsn. Basin
		<input type="checkbox"/>	Shr. Shower
		<input type="checkbox"/>	W.I.P. Wrought Iron Pipe
		<input type="checkbox"/>	C.I.P. Cast Iron Pipe
		<input type="checkbox"/>	F. W. Floor Waste
		<input type="checkbox"/>	W.M. Washing Machine

Scale: 40 Feet To An Inch

### SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer



RATE No. \_\_\_\_\_ W.C.s \_\_\_\_\_ U.C.s \_\_\_\_\_ 19\_\_\_\_  
 SHEET No. *10579* OFFICE USE ONLY For Engineer House Services

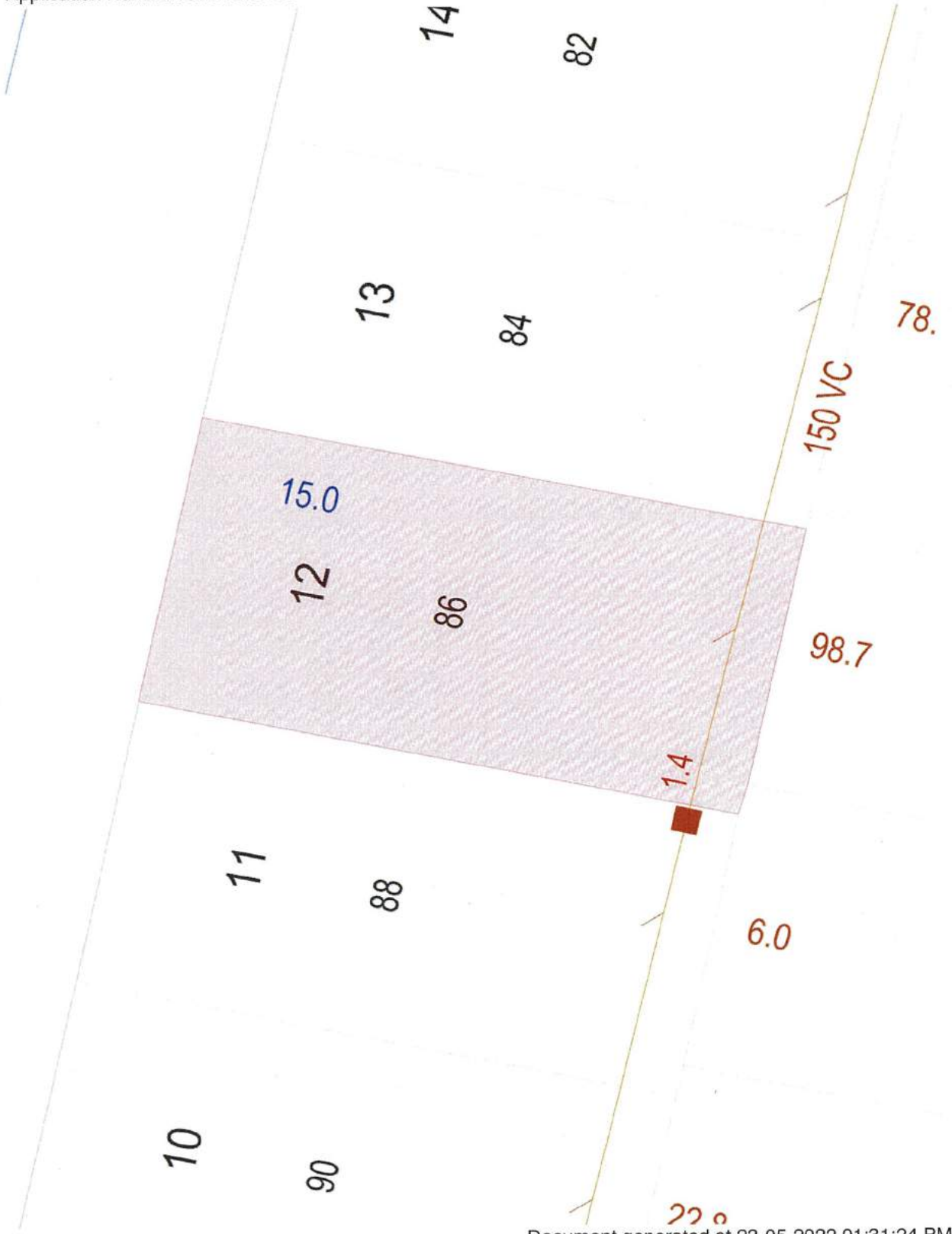
DRAINAGE			BRANCH OFFICE		PLUMBING	
W.C.	Supervised by	Date	Date	HL	Supervised by	Date
Bth.	Inspector	/ /	/ /		Inspector	/ /
Shr.						
Bsn.	Chief Inspector	/ /			Inspector	/ /
K.S.						
T.	Tracing Checked	/ /			Inspector	/ /
Plg.						
Dge. Int.	Tracing Checked	/ /			Inspector	/ /
Dge. Ext.						

Document generated at 23-05-2022 01:31:27 PM

#### Disclaimer

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

**Service Location Print**  
Application Number: 8001675413



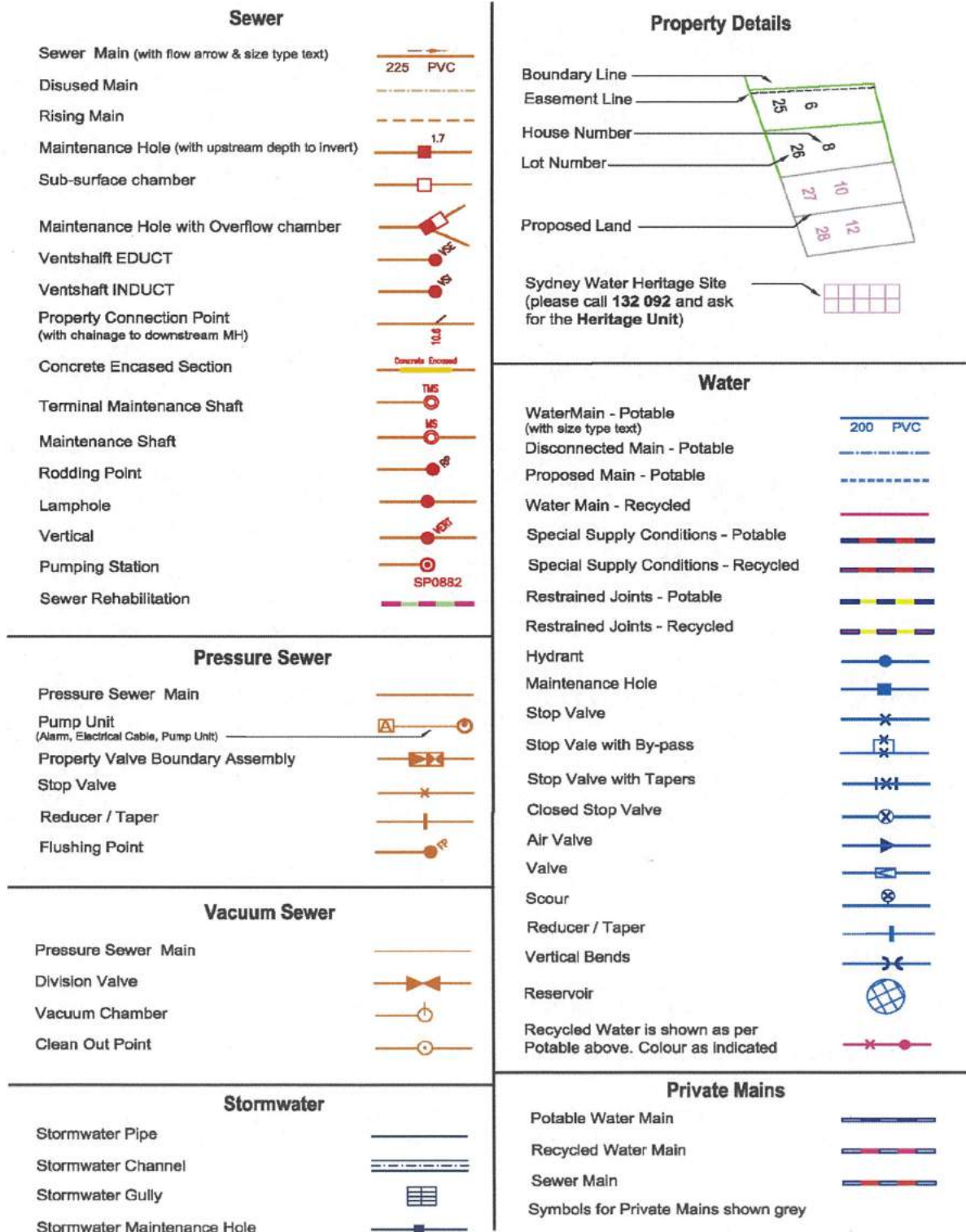
Document generated at 23-05-2022 01:31:24 PM

**Disclaimer**

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

# Asset Information

## Legend



**Disclaimer**

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

## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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

## 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.



CYC & ASSOCIATES

ABN 37 636 229 028  
PO Box 301 Hurstville NSW 1481  
Tel: 0415841016  
Email: admin@cycassociates.com.au

Dear Colleagues,

We are instructed to reply to your requisitions as follows:

1. Noted
2. No
3. (a)-(f) Not Applicable
4. No
5. (a)-(b) Not Applicable
6. Noted
7. Noted
8. No
9. The bank controls the title.
10. No
11. Noted
12. (a)-(b) Not Applicable
13. Previously provided.
14. Noted. Vendor relies on Contract.
15. No
16. (a) As far as Vendor is aware (b) Not as far as Vendor is aware (c) No (d) No (e)(i)-(iv) Not Applicable
17. No
18. (a)-(f) Not Applicable
19. (a) Presumably to each adjoin land owner (b) No (c) Not Applicable (d) Not as far as Vendor is aware (e) Not as far as Vendor is aware
20. Vendor is not aware
21. (a)-(c) Not as far as Vendor is aware. Vendor relies on the Contract. Purchaser should make and rely on its own enquiries.
22. (a)-(f) Not as far as Vendor is aware. Vendor relies on the Contract Purchaser should make and rely on its own enquiries.
23. (a) Yes (b) Vendor is not aware (c) Vendor is not aware. Vendor relies on contract.
24. No
25. Not Applicable
26. Noted
27. Not Applicable
28. Noted
29. Noted. Vendor relies on contract.
30. Noted
31. Noted

Yours faithfully

**CYC & ASSOCIATES PTY LTD**

WU YANG  
Licensed Conveyancer



## Applicant:

Cyc & Associates Pty Ltd  
Po Box 301  
HURSTVILLE VIC 37 636 229

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

Certificate no:	ePC:23/6792	Delivery option:	
Certificate date:	10/10/2023	Your reference:	S220831

## Property:

Lot 12 DP 26249  
86 Acacia Road KIRRAWEE NSW 2232

## Zone:

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

### Notes:

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

### Disclaimer:

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

---

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

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**1. Names of relevant instruments and DCPs**

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

**Environmental Planning Instruments**

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

**Development Control Plans**

Sutherland Shire Development Control Plan 2015

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

#### **Draft Environmental Planning Instruments**

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

#### **Draft Development Control Plans**

No draft Development Control Plans apply.

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

4. In this section—

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

## **2. Zoning and land use under relevant LEPs**

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

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

(ii) a number, such as "Zone No 2 (a)",

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

**Sutherland Shire Local Environmental Plan 2015**  
**Zone 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).

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

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

#### **4. Complying Development**

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

##### **Housing Code**

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

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

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

##### **Housing Alterations Code**

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

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

##### **Industrial and Business Alterations Code**

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

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

*Development Codes) 2008.*

**Industrial and Business Buildings Code**

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

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

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

**Container Recycling Facilities Code**

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

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

**Subdivisions Code**

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

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

**Rural Housing Code**

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

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

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

### **Low Rise Housing Diversity Code**

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

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

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

#### **General Development Code**

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

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

#### **Demolition Code**

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

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

**Fire Safety Code**

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

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

**Inland Code**

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

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

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

**Agritourism and Farm Stay Accommodation Code**

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

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

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

## **5. Exempt Development**

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

### **General Exempt Development Code**

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

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

### **Advertising and Signage Exempt Development Code**

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

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

### **Temporary Uses and Structures Exempt Development Code**

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

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

## 6. Affected building notices and building product rectification orders

(1) Is council is aware that—

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

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

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

(2) In this section—

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

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

## 7. Land Reserved for Acquisition

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

No

## 8. Road Widening and Road Realignment

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

No

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

No

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

No

**9. Flood related development controls information**

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

No

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

No

- (3) In this clause—

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

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

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

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

(1) Is any of the land 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.

No

(2) In this section—

**adopted policy** means a policy adopted—

(a) by the council, or

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

## 11. Bush fire prone land

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

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

Is the land bush fire prone?

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

## 12. Loose-fill asbestos insulation

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

No

**13. Mine Subsidence**

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

No

**14. Paper subdivision information**

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

- (a) applies to the land?, or
- (b) is proposed to be subject to a ballot?

No

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

No

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

**15. Property Vegetation Plans**

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

No

**16. Biodiversity stewardship sites**

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

No

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

**17. Biodiversity Certified Land**

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

No

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

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

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

No.

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

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

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

(2) In this section—

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

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

## **20. Western Sydney Aerotropolis**

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

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

No

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

No

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

No

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

No

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

No

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

## **21. Development Consent Conditions for Seniors Housing**

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

No

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

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

None found.

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

None found.

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

None found.

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

## **Any Other Prescribed Matter**

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

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

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

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

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

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

## **Additional Information**

Council holds additional information relating to this property for provision in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979.

For further information please telephone [02] 9710 0333.

Yours faithfully

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

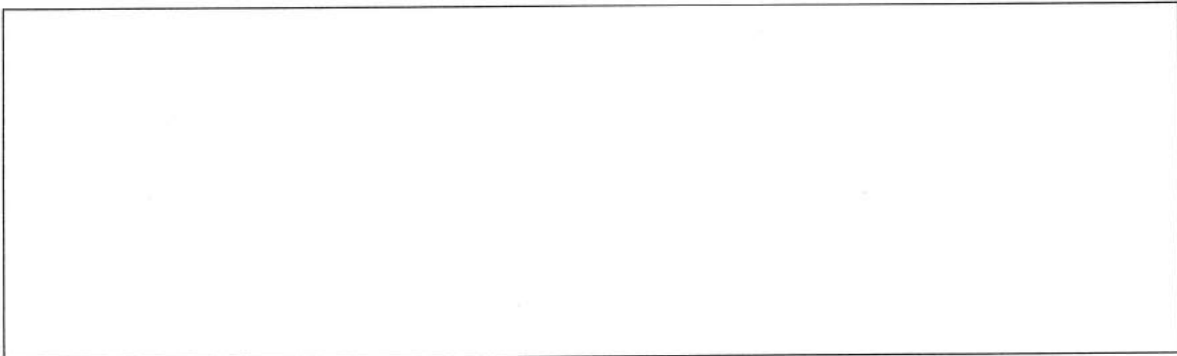
Mark Carlon  
Manager Strategic Planning

# IMPORTANT NOTICE

This document has been digitally signed

This document has been approved as part of a Development Certificate issued in accordance with the provisions of the Environmental Planning and Assessment Act, 1979 (as amended).

In making this determination the document has been digitally signed.



The following are important facts relating to documents and files that have been digitally signed:

- The use of digitally encrypted signatures has been introduced by Local Certification Services Pty Ltd because they provide greater security in verifying the authenticity of documents and files than conventional means of stamping.
- Digital signatures are issued and validated by an independent and legally recognised Certificate Authority.
- A valid digital signature verifies that the content of the document or file has not been altered since the digital signature was applied.
- The digital signature has been applied by the Registered Certifier that has approved the subject Development Certificate and verifies that the document or file was signed by the person to whom the digital signature was issued.
- A valid digital signature verifies that the file and the content of the entire document or file is the same as that issued by the Registered Certifier at the time of the Development Certificate was applied (i.e. not just the page on which it appears).
- Any alteration of the document or file that carries this digital signature will render this document or file invalid and the signatory to this document or file must be contacted personally in order to obtain a replacement copy. The replacement of a digitally signed document may incur an additional fee.
- The digital signature can be validated by most popular PDF document readers. If you have problems verifying signatures please check that in your pdf reader preferences that you allow it to trust root certificates installed in Windows to verify digital signatures. Some pdf readers only trust certificates issued by their own certificate authority as a default setting.

Should you require any additional information in relation to the use of the digital signatures and this Development Certificate or any related documents please contact Local Certification Services Pty Ltd on Ph: 1300 368 534 during regular business hours on weekdays.



# Final Occupation Certificate

CERTIFICATE NUMBER: 8040996

Issued under the Environmental Planning and Assessment Act 1979

**SUBJECT LAND:**

LOT: 12  
DP: 26249  
86 ACACIA ROAD  
KIRRAWEE  
NSW 2232

**DESCRIPTION OF WORK:**

DEMOLITION OF EXISTING STRUCTURES AND  
CONSTRUCTION OF A DUAL OCCUPANCY WITH 2 LOT  
TORRENS TITLE SUBDIVISION

**LIMITATIONS AND/OR EXCLUSIONS:**

**BUILDING CLASSIFICATION:**

1a, 10a

In accordance with the procedure outlined in Clause 151 of the Environmental Planning and Assessment Regulation 2000, the application for this Final Occupation Certificate has been determined as **approved**.

In making this determination, I hereby certify that:

- Development Consent No: DA18/0583 dated 16/10/2018 issued by Sutherland Shire Council is in force with respect to the building.
- Construction Certificate No: 8040996 dated 23/05/2022 has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- Where required, a fire safety certificate has been issued for the building.
- Where required, a report from the Fire Commissioner has been considered.

**DOCUMENTS ACCOMPANYING THE APPLICATION:**

Waterproofing Installation Certificate  
Certificate of Installation - Roof Covering  
Certificate of Structural Adequacy for Footing, Piers, Slab  
Certificate of Structural Adequacy for Framework  
Manufacturers Certificate for Glazing (Windows)  
Final Identification Survey  
Certificate of Installation of BASIX Requirements  
Mechanical Ventilation Installation Certificate  
Landscape Compliance Certificate  
Non Slip Specifications  
Manufacturers Certificate for Glazing (Shower Screens & Balustrades)  
Section 73 Compliance Certificate  
Performance Solution Report - Room Heights  
Certificate of Compliance - Fire Rating  
Manufacturers Certificate for Glazing (Shower Screens)  
Smoke Alarm Installation Certificate  
Non Slip Stair Compliance Certificate

Sign Off from Supervising Engineer - Condition 5, 6 & 7  
Works As Executed Plan for Stormwater Drainage  
Works As Executed Certificate  
Record of Missed Inspection - Piers  
Record of Missed Inspection - Slab  
Record of Critical Stage Inspections

Certificate Issued By

**Paul Gearin**  
BDC0132

on behalf of Local Certification Services Pty Ltd RBC7

12 Jan 2024

Date of Certificate

Digitally Signed

Ref: 8040996

Paul Gearin (BDC0132) - Date: 12/01/2024

Doc ID: 4CAF569





# RECORD OF CRITICAL STAGE INSPECTIONS

Unit 5, 15 Surf Road  
CRONULLA NSW 2230  
P: 1300 368 534  
F: 02 9523 2021  
E: info@localgroup.com.au

**Development  
Consent Number:** DA18/0583

**Development  
Certificate Number:** 8040996

Our Reference: 8040996

**Subject Land:** Lot: 12 D.P.: 26249  
86 Acacia Road  
KIRRAWEE NSW 2232

In accordance with the requirements of Clause 151(2)(b)(iv) of the Environmental Planning and Assessment Regulations 2000, this document is to serve as a record of the "critical stage inspections" carried out in relation to the development. Schedule "A" includes all inspections referred to in Clause 162A of the Regulations.

This documentation is to accompany any Occupation Certificate issued in relation to this development but is not to be misconstrued as a Compliance Certificate. Should additional information be required in relation to this matter, please contact the undersigned during normal business hours.

## SCHEDULE "A"

<u>Date of Activity</u>	<u>Type of Activity</u>	<u>Result</u>	<u>Registered Certifier</u>
20/01/2023	Commencement	Satisfactory	Paul Gearin BDC0132
3/02/2023	Framework Inspection	Satisfactory	Paul Gearin BDC0132
9/06/2023	Stormwater Inspection	Satisfactory (Certificate Required) ---> Issues Resolved	Matthew Riordan BDC 04743
9/06/2023	Wet Area Inspection	Satisfactory (Certificate Required) ---> Issues Resolved	Matthew Riordan BDC 04743
13/10/2023	Final Inspection	Defective ---> Issues Resolved	Matthew Riordan BDC 04743
27/11/2023	Reinspection (Final Inspection)	Satisfactory	Paul Gearin BDC0132

Certificate Issued By  
Paul Gearin  
BDC0132  
on behalf of Local Certification Services Pty Ltd RBC7  
12 Jan 2024

