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# Contract for the sale and purchase of land 2026 edition

| TERM | MEANING OF TERM | NSW DAN: |
|---|---|---|
| Vendor's agent | REMAX Prestige<br>Shop 7.1/2 Dawn Fraser Avenue<br>Sydney Olympic Park NSW 2127 | Phone: 0433 204 724<br>Email: joseph.choi@remax.com.au<br>Ref : Joseph Choi |
| co-agent | | |
| Vendor | Jungsik LEE | |
| Vendor's Solicitor | HIS LAWYERS<br>65-69 Blaikie Road<br>Jamisontown NSW 2750 | Phone: (02) 9264 6875<br>Fax: (02) 8580 4858<br>Email: youncho@hislawyers.com<br>Ref: P2609 |
| date for completion | 42 nd days after the date of this contract (clause 15) | |
| land (address, plan details and title reference) | 1 Wayland Avenue, LIDCOMBE NSW 2141<br>Lot 11 in DP35510<br>Folio Identifier 11/35510 | |
| | ☒ VACANT POSSESSION ☐ subject to existing tenancies | |
| Improvements | ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space<br>☐ none ☐ other: | |
| Attached copies | ☐ documents in the List of Document as marked or as numbered:<br>☐ 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 | ☐ air conditioning | ☐ curtains | ☐ insect screens | ☒ range hood |
| | ☐ blinds | ☐ dishwasher | ☐ internet/TV receiver | ☐ solar panels |
| | ☒ built-in wardrobes | ☐ EV charger | ☒ light fittings | ☐ solar power battery |
| | ☐ ceiling fans | ☒ fixed floor coverings | ☐ pool equipment | ☒ stove |
| | ☐ clothes line | ☐ other: | | |

| | | |
|---|---|---|
| exclusions | | |
| purchaser | | |
| Purchaser's solicitor | | Phone:<br>Email:<br>Ref: |
| Price | $ | |
| Deposit | $ _____ | (10% of the price, unless otherwise stated) |
| Balance | $ | |
| Contract date | | (if not stated, the date this contract was made) |

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

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

buyer's agent

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

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**SIGNING PAGE**

| **VENDOR** | **PURCHASER** |
|---|---|
| **Signed by**<br><br>_____<br>Vendor<br><br>_____<br>Vendor | **Signed by**<br><br>_____<br>Purchaser<br><br>_____<br>Purchaser |

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

**Choices**

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# CERTIFICATE

# Section 66W Conveyancing Act, 1919

**DEFINITIONS**

| | |
|---|---|
| **NAMES OF VENDORS** | Jungsik LEE |
| **ADDRESS OF PROPERTY** | 1 Wayland Avenue, LIDCOMBE NSW 2141 |
| **NAME OF PURCHASER** | |

I, …….

of …….

certify as follows

1. I am a Solicitor/Barrister currently admitted to practice in New South Wales.

2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a Contract for Sale of the property from the Vendor to the Purchaser in order that there is no cooling off period in relation to that Contract.

3. I do not act for the Vendor and am not employed in the Legal Practice of a Solicitor acting for the Vendor nor am I a member or employee of a firm of which a Solicitor acting for the Vendor is a member or employee.

4. I have explained to the Purchaser(s):-

    a. the effect of the Contract for the purchase of that property.

    b. the nature of this Certificate,

    c. that the effect of giving this Certificate to the Vendor means there is no cooling off period in relation to the Contract for Sale.

**Dated:**

……..

Signature of Solicitor / Barrister

Vendor agrees to accept a ***deposit-bond*** ☒ NO ☐ yes

Nominated ***Electronic Lodgement Network*** **(ELN)** (clause 4): PEXA

***Manual transaction*** (clause 30) ☒ NO ☐ yes
(if no, 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* (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide further details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's 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):

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**Land – 2026 Edition**

**List of Documents**

**General**

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7 (5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☒ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

**Home Building Act 1989**

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

**Swimming Pools Act 1992**

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

**Strata or community title (clause 23 of the contract)**

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development Contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement- off-the-plan contract
- ☐ 60 other document relevant to off-the-plan contract

**Others**

- ☐ 61

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

Not applicable

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**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

**Before signing this contract you should endure 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 ASBESTORS INSULTATION**

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

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

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## Cooling off period (purchaser's rights)

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

**2. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5 p.m. 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, 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 to resolve the dispute such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).**

## AUCTIONS

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

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**WARNINGS**

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

**Australian Taxation Office**
**County Council**
**Department of Education**
**Department of Planning, Housing and Infrastructure**
**Department of Primary Industries and Regional Development**
**Electricity, gas and telecommunications**
**Homes NSW**
**Local Council**
**Local Land Services**
**NSW Fair Trading**
**NSW Public Works**
**Owner of adjoining land**
**Privacy**
**Subsidence Advisory NSW**
**Transport agencies**
**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 may 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. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

**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.** **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 Australian Taxation Office.**

**13.** **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRACT. More details are available from AUSTRACT.**

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Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

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

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

| | |
|---|---|
| *adjustment date* | the earlier of the giving of possession to the purchaser or completion; |
| *adjustment figures* | details of the adjustments to be made to the price under clause 14; |
| *authorised Subscriber* | a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8; |
| *bank* | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| *business day* | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| *cheque* | a cheque that is not postdated or stale; |
| *clearance certificate* | a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion; |
| *completion time* | the time of day at which completion is to occur; |
| *conveyancing rules* | the rules made under s12E of the Real Property Act 1900; |
| *deposit-bond* | a deposit bond or guarantee with each of the following approved by the vendor –<br>• the issuer;<br>• the expiry date (if any); and<br>• the amount; |
| *depositholder* | vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent); |
| *discharging mortgagee* | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a Digitally Signed discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the property to be transferred to the purchaser; |
| *document of title* | document relevant to the title or the passing of title; |
| *ECNL* | the Electronic Conveyancing National Law (NSW); |
| *electronic document* | a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*; |
| *electronic transaction* | a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*; |
| *electronic transfer* | a transfer of land under the Real Property Act 1900 for the *property* to be preparedand *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*; |
| *FRCGW percentage* | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the TA Act (15% as at 1 January 2025); |
| *FRCGW remittance* | a remittance which the purchaser must make under s14-200 of Schedule 1 to the TA Act, being the lesser of the FRCGW percentage of the price (inclusive of GST, if any) and the amount specified in a variation served by a party; |
| *GST Act* | A New Tax System (Goods and Services Tax) Act 1999; |
| *GST rate* | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| *GSTRW payment* | a payment which the purchaser must make under s14-250 of Schedule 1 to the TA Act (the price multiplied by the GSTRW rate); |
| *GSTRW rate* | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the TA Act (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not); |
| *Incoming mortgagee* | any mortgagee who is to provide finance to the purchaser on the security of the Property and to enable the purchaser to pay the whole or part of the price; |
| legislation | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| *manual transaction* | a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*; |
| *normally* | subject to any other provision of this contract; |
| *participation rules* | the participation rules as determined by the *ECNL;* |
| *party* | each of the vendor and the purchaser; |
| *property* | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| *planning agreement* | *a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the property;* |
| *populate* | to complete data fields in the *Electronic Workspace*; |
| *requisition* | an objection, question or requisition (but the term does not include a claim); |

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| | |
|---|---|
| *rescind* | rescind this contract from the beginning; |
| *serve* | serve in writing on the other *party*; |
| *settlement cheque* | an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*; |
| *solicitor* | in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*; |
| *TA Act* | Taxation Administration Act 1953; |
| *terminate* | terminate this contract for breach; |
| *title data* | the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*; |
| *variation* | a variation made under s14-235 of Schedule 1 to the *TA Act*; *within* in relation to a period, at any time before or during the period; |
| within | in relation to a period, at any time before or during the period; and |
| *work order* | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B 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.

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3.8 The amount of any deposit-bond does not form part of the price for the purposes of clause 16.5.

3.9 The vendor must give the purchaser any original deposit-bond –

3.9.1 on completion; or

3.9.2 if this contract is rescinded.

3.10 If this contract is terminated by the vendor –

3.10.1 *normally,* the vendor can immediately demand payment from the issuer of the deposit-bond; or

3.10.2 if the purchaser serves prior to termination a notice disputing the vendor's right to terminate, the vendor must forward any original deposit-bond (or its proceeds if called up) to the depositholder as stakeholder.

3.11 If this contract is terminated by the purchaser –

3.11.1 *normally,* the vendor must give the purchaser any original deposit-bond; or

3.11.2 if the vendor serves prior to termination a notice disputing the purchaser's right to terminate, the vendor must forward any original deposit-bond (or its proceeds if called up) to the depositholder as stakeholder.

**4 Electronic transaction**

4.1 This Conveyancing Transaction is to be conducted as an electronic transaction unless –

4.1.1 the contract says this transaction is a manual transaction, giving the reason, or

4.1.2 a party serves a notice stating why the transaction is a manual transaction, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,and in both cases clause 30 applies.

4.2 If, because of clause 4.1.2, this Conveyancing Transaction is to be conducted as a manual transaction –

4.2.1 each party must –

- bear equally any disbursements or fees; and
- otherwise bear that party's own costs;

incurred because this Conveyancing Transaction was to be conducted as an electronic transaction; and

4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.

4.3 The parties must conduct the electronic transaction –

4.3.1 in accordance with the participation rules and the ECNL; and

4.3.2 using the nominated ELN, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an ELN which can interoperate with the nominated ELN.

4.4 A party must pay the fees and charges payable by that party to the ELNO and the Land Registry.

4.5 *Normally,* the vendor must within 7 days of the contract date create and populate an Electronic Workspace with title data and the date for completion, and invite the purchaser to the Electronic Workspace.

4.6 If the vendor has not created an Electronic Workspace in accordance with clause 4.5, the purchaser may create and populate an Electronic Workspace and, if it does so, the purchaser must invite the vendor to the Electronic Workspace.

4.7 The parties must, as applicable to their role in the Conveyancing Transaction and the steps taken under clauses 4.5 or 4.6 –

4.7.1 promptly join the Electronic Workspace after receipt of an invitation;

4.7.2 create and populate an electronic transfer;

4.7.3 invite any discharging mortgagee or incoming mortgagee to join the Electronic Workspace; and

4.7.4 populate the Electronic Workspace with a nominated completion time.

4.8 If the transferee in the electronic transfer is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

4.9 The vendor can require the purchaser to include a covenant or easement in the electronic transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

4.10 If the purchaser must make a GSTRW payment or an FRCGW remittance, the purchaser must populate the Electronic Workspace with the payment details for the GSTRW payment or FRCGW remittance payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.

4.11 Before completion, the parties must ensure that –

4.11.1 all electronic documents which a party must Digitally Sign to complete the electronic transaction are populated and Digitally Signed;

4.11.2 all certifications required by the ECNL are properly given; and

4.11.3 they do everything else in the Electronic Workspace which that party must do to enable the electronic transaction to proceed to completion.

4.12 If the computer systems of any of the Land Registry, the ELNO, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the completion time agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

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4.13 If the computer systems of the Land Registry are inoperative for any reason at the completion time agreed by the parties, and the parties choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all electronic documents Digitally Signed by the vendor and any discharge of mortgage, withdrawal of caveat or other electronic document forming part of the Lodgment Case for the electronic transaction are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the property.

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

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

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

**5 Requisitions**

5.1 If a form of requisitions is attached to this contract, the purchaser is taken to have made those requisitions.

5.2 If the purchaser is or becomes entitled to make any other requisition, the purchaser can make it only by serving it –

5.2.1 if it arises out of this contract or it is a general question about the property or title - within 21 days after the contract date;

5.2.2 if it arises out of anything served by the vendor - within 21 days after the later of the contract date and that service; and

5.2.3 in any other case - within a reasonable time.

**6 Error or misdescription**

6.1 Normally, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the property, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

**7 Claims by purchaser**

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

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

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

7.1.2 the vendor serves notice of intention to rescind; and

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

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

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

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

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

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

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

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

**8 Vendor's rights and obligations**

8.1 The vendor can rescind if –

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

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

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

8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the

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purchaser can terminate by serving a notice. After the termination –

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

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

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

**9 Purchaser's default**

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

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

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

9.2.1 for 12 months after the termination; or

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

9.3 sue the purchaser either –

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

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

9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

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

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

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

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

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

10.1.5 a promise, representation or statement about this contract, the property or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot rescind or terminate only because of a defect in title to or quality of the inclusions.

10.3 Normally, the purchaser cannot make a claim or requisition or rescind or terminate or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

**11 Compliance with work orders**

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

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

**12 Certificates and inspections**

The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

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

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

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

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

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

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**13 Goods and services tax (GST)**

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the GST Act have the same meaning in this clause.

13.2 Normally, if a party must pay the price or any other amount to the other party under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a party must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the party must adjust or pay on completion any GST added to or included in the expense; but

13.3.1 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the GST rate.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the parties agree the supply of the property is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the parties must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the GST rate ("the retention sum"). The retention sum is to be held by the depositholder and dealt with as follows –

- if within 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the depositholder is to pay the retention sum to the purchaser; but
- if the purchaser does not serve that letter within 3 months of completion, the depositholder is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 Normally, the vendor promises the margin scheme will not apply to the supply of the property.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the property.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the property will not be used and represents that the purchaser does not intend the property (or any part of the property) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the GST rate if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the property, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the property (or any part of the property).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the property which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the property to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 Normally, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor serves details of a GSTRW payment which the purchaser must make, the purchaser does not have to complete earlier than 5 business days after that service and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a GSTRW payment the purchaser must, at least 2 business days before the date for completion, serve evidence of submission of a GSTRW payment notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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**14 Adjustments**

14.1 Normally, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the adjustment date after which the purchaser will be entitled and liable.

14.2 The parties must make any necessary adjustment on completion, and –

14.2.1 the purchaser must provide the vendor with adjustment figures at least 2 business days before the date for completion; and

14.2.2 the vendor must confirm the adjustment figures at least 1 business day before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under legislation, the parties must on completion adjust the reduced amount.

14.4 The parties must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the adjustment date –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The parties must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the parties must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the adjustment date, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the adjustment date.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the property or any adjoining footpath or road.

**15 Date for completion**

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

**16 Completion**

**• Vendor**

16.1 Normally, on completion the vendor must cause the legal title to the property (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

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

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a party serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

**• Purchaser**

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- FRCGW remittance payable;
- GSTRW payment; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a deposit-bond, at least 1 business day before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the depositholder to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

**17 Possession**

17.1 Normally, the vendor must give the purchaser vacant possession of the property on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 Normally, the purchaser can claim compensation (before or after completion) or rescind if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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**18 Possession before completion**

18.1 This clause applies only if the vendor gives the purchaser possession of the property before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the property;

18.2.2 make any change or structural alteration or addition to the property; or

18.2.3 contravene any agreement between the parties or any direction, document, legislation, notice or order affecting the property.

18.3 The purchaser must until completion –

18.3.1 keep the property in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the property passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is rescinded or terminated the purchaser must immediately vacate the property.

18.7 If the parties or their solicitors on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

19.1 If this contract expressly gives a party a right to rescind, the party can exercise the right –

19.1.1 only by serving a notice before completion; and

19.1.2 in spite of any making of a claim or requisition, any attempt to satisfy a claim or requisition, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 Normally, if a party exercises a right to rescind expressly given by this contract or any legislation –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a party can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a party can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a party will not otherwise be liable to pay the other party any damages, costs or expenses.

**20 Miscellaneous**

20.1 The parties acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a party consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A party's solicitor can receive any amount payable to the party under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a party if it is signed by the party or the party's solicitor (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 served if it is served by the party or the party's solicitor;

20.6.3 served if it is served on the party's solicitor, even if the party has died or any of them has died;

20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 served if it is sent by email or fax to the party's solicitor, unless in either case it is not received;

20.6.6 served on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 served at the earliest time it is served, if it is served more than once; and

20.6.8 served if it is provided to or by the party's solicitor or an authorised Subscriber by means of an Electronic Workspace created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of rescission or termination.

20.7 An obligation to pay an expense of another party of doing something is an obligation to pay –

20.7.1 if the party does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the party pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any legislation (including any percentage or rate specified in legislation) is also a reference to any corresponding later legislation.

20.12 Each party must do whatever is necessary after completion to carry out the party's obligations under this contract.

20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the property or the title.

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20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each party's knowledge, true, and are part of this contract.
20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
20.16 Each party consents to –
20.16.1 any party signing this contract electronically; and
20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed 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 contract or management 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 s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.

**• Adjustments and liability for expenses**

23.5 The parties must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 Normally, the purchaser cannot make a claim or requisition or rescind or terminate in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can rescind if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.

23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.

23.12 The vendor can complete and send the interest notice as agent for the purchaser.

23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.

23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.

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

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

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

**24 Tenancies**

24.1 If a tenant has not made a payment for a period preceding or current at the adjustment date –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the adjustment date any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the property is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 normally, the purchaser can claim compensation (before or after completion) if –
  - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

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24.4 If the property is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each party must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- at least 2 business days before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

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

**25 Qualified title, limited title and old system title**

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must serve a proper abstract of title within 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is served on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 normally, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to serve the transfer until after the vendor has served a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any document of title that relates only to the property.

25.9 If on completion the vendor has possession or control of a document of title that relates also to other property, the vendor must produce it as and where necessary.

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

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

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

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**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do whatever is reasonably necessary 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 but does not apply to an event to which clause 28 applies.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a party, then it benefits only that party.
29.4 If anything is necessary to make the event happen, each party must do whatever is reasonably necessary to cause the event to happen.
29.5 A party can rescind under this clause only if the party has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a party who has the benefit of the provision, the party can rescind within 7 days after either party serves notice of the condition.
29.7 If the parties can lawfully complete without the event happening –
29.7.1 if the event does not happen within the time for it to happen, a party who has the benefit of the provision can rescind within 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a party who has the benefit of the provision can rescind within 7 days after either party serves notice of the refusal; and
29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either party serving notice of the event happening;
- every party who has the benefit of the provision serving notice waiving the provision; or
- the end of the time for the event to happen.

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29.8 If the parties cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen within the time for it to happen, either party can rescind;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either party can rescind;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either party serves notice of the event happening.

29.9 A party cannot rescind under clauses 29.7 or 29.8 after the event happens.

**30 Manual transaction**

30.1 This clause applies if this transaction is to be conducted as a manual transaction.

• **Transfer**

30.2 Normally, the purchaser must serve the transfer at least 7 days before the date for completion.

30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.

30.4 If the purchaser serves a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

• **Place for completion**

30.6 Normally, the parties must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's solicitor's address stated in this contract.

30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

• **Payments on completion**

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or settlement cheque.

30.10 Normally, the vendor can direct the purchaser to produce a settlement cheque on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the cheque must be forwarded to the payee immediately after completion (by the purchaser if the cheque relates only to the property or by the vendor in any other case).

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

30.12 If the purchaser must make a GSTRW payment the purchaser must –
- 30.12.1 produce on completion a settlement cheque for the GSTRW payment payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the settlement cheque to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the GSTRW payment and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

30.13 If the purchaser must pay an FRCGW remittance, the purchaser must –
- 30.13.1 produce on completion a settlement cheque for the FRCGW remittance payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the settlement cheque to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the FRCGW remittance.

**31 Foreign Resident Capital Gains Withholding**

31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the TA Act; and
- 31.1.2 a clearance certificate in respect of every vendor is not attached to this contract.

31.2 If the vendor serves any clearance certificate or variation, the purchaser does not have to complete earlier than 5 business days after that service and clause 21.3 does not apply to this provision.

31.3 The purchaser must at least 2 business days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor serves in respect of every vendor either a clearance certificate or a variation to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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**32 Residential off the plan contract**

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract

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**THESE ARE THE SPECIAL/ADDITIONAL CONDITIONS FROMING PART OF THE CONTRACT FOR SALE OF LAND BETWEEN**

| | |
|---|---|
| **THE VENDORS** | **Jungsik LEE** |
| **THE PURCHASER(S)** | |

## 33. INCONSISTENCY AND INPREPRETATION

**33.1.** If there is an inconsistency in this Contract between the Standard Provisions of the Contract for the Sale and Purchase of Land 2026 edition and these Special Conditions, then these special conditions shall prevail to the extent of the inconsistency.

**33.2.** Headings are for convenience of reference only and do not affect interpretation.

## 34. ALTERATION TO THE STANDARD PROVISIONS OF THE CONTRACT FOR THE SALE AND PURCHASE OF LAND 2026 EDITION

**34.1.** The following changes are made to the Standard Provisions of the Contract for the Sale and Purchase of Land 2026 edition:

(1) In Clause 5.1, “is taken to have made those requisitions” is deleted and replaced with “may only raise those requisitions in accordance with this clause, and cannot raise any further requisitions”.

(2) Clause 23.13 & 23.14: replace them with “The Purchaser must obtain a certificate under Section 184 of the Strata Schemes Management Act 2015 or Section 26 of the Community Land Management Act 1989 in relation to the lot. The Vendor authorise the purchaser or his/her solicitor to apply for the certificate.”

## 35. REAL ESTATE AGENT

**35.1.** The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract.

**35.2.** The purchaser will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchaser’s breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

## 36. DEATH, INCAPACITY OR INSOLVENCY

**36.1.** Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then the vendor may rescind this contract by notice in writing forwarded to the purchaser and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

## 37. DEPOSIT

**37.1.** The parties acknowledge that the deposit payable on this contract is 10% of the purchase price ("the deposit").

**37.2.** The Vendor may also purchase another property at the same time and may arrange the simultaneous settlement. The Purchaser hereby agrees to release to the Vendor the deposit moneys paid herein for the purpose of deposit on the purchase of another property, or payment of Stamp Duty on another property, or to discharge mortgage at completion PROVIDED HOWEVER that such deposit moneys shall be payable only to:

(1) A Solicitor's Trust Account;

(2) A Real Estate Agent's Trust Account; or

(3) Office of State Revenue

## 38. PURCHASER'S ACKNOWLEDGEMENTS

**38.1.** The Purchaser acknowledges and is satisfied that they are purchasing the property:

(1) In its present nature, quality, condition and state of repair;

(2) Subject to all defects latent and patent;

(3) Subject to any infestations and dilapidation;

(4) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and

(5) Subject to any non-compliance, that may or may not be disclosed herein, with the Local Government Act, the Environmental Planning and Assessment Act or any Act generally or any Ordinance/s under those Acts in respect of any building on the land.

**38.2.** The Purchaser may not make any requisition, claim or delay completion of or rescind or terminate this contract because of anything in connection with this Clause.

**38.3.** The purchaser agrees not to seek to terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

## 39. INCLUSIONS

**39.1.** The purchaser warrants that they are satisfied as to the condition and repair of any inclusions of this contract including the fixtures, fittings, plant and equipment contained in the property at the time of exchange and do not rely on any warrant and/or representation made to the purchaser by or on behalf of the vendor.

**39.2.** The purchaser is not entitled to raise any objection or requisition or make any claim for compensation for any matter or thing arising out of or in respect to the repair and condition of the inclusions.

**39.3.** The purchaser warrants that they are satisfied as to the title to the inclusions.

## 40. PURCHASER TO BE SATISFIED AS TO USE

**40.1.** The purchaser acknowledges that the vendor does not in any way warrant the use to which the property may be put.

**40.2.** The purchaser is satisfied as to the requirements of any and all responsible authorities in relation to the use of the property for any and all purposes. In particular the use of the property by the vendor does not of itself mean that such use is a permitted use.

**40.3.** The purchaser is satisfied as to the requirements of any and all Acts, Ordinances, Regulations, By-laws, Town Planning Schemes, Interim Development Orders, Orders of a Court or otherwise.

**40.4.** Completion of this Contract will not be conditional or dependent upon any matter referred to in this Clause.

## 41. SMOKE ALARMS

**41.1.** If the subject of this property does not have smoke alarms and is required to under the *Environmental Planning and Assessment Act 1979* or its regulations, or has smoke alarms that do not comply with this Act or its regulations, the purchaser cannot make a claim or requisition, rescind or terminate.

**41.2.** The purchaser agrees to be satisfied with the state of any smoke alarms or lack thereof on the property.

## 42. SWIMMING POOL

If a swimming pool is included in the property, the purchaser must take the swimming pool and surrounds and fencing, if any, in its present state or repair. The vendor does not warrant that the swimming pool, if any, including any fencing, on the subject property complies with the requirements of the Local Government Act 1993 and/or the Environmental Planning and Assessment Act 1979 and the Swimming Pools Act 1992. The purchaser shall not be entitled to make any objection, requisition, delay settlement or claim for compensation in relation to any defect or fault in respect of these items or other safety measure in respect of the Swimming Pool or surrounding fence and/or gate.

## 43. REQUISITIONS ON TITLE

**43.1.** The purchasers shall accept the form of requisitions attached to this contract and the purchaser is not entitled to make any other requestion.

**43.2.** The purchaser shall accept the replies to the form of requisitions attached to this contract.

## 44. SETTLEMENT ARRANGEMENT

**44.1.** If the Purchaser cancels a completion booking or fails to complete this Contract at the scheduled completion booking, the Purchaser will pay or allow to the Vendor’s solicitor the sum of $330 for each subsequent booking for completion.

**44.2.** If at the time of completion there is an oversight or error on calculating settlement figures, including but not limiting to the purchase price, deposit, adjustment of rates, balance of purchase price, the parties hereby agree that such oversight or error will be corrected immediately upon either party by notice in writing advising the other party of such oversight or error, and a party who is required to make a payment or reimbursement to the other party must do so immediately without delay. This clause shall not merge on completion.

**44.3.** The Purchaser or its legal representative will provide the Vendors or its legal representative a settlement adjustment sheet and a copy of the relevant authority certificates at least five (5) business days before completion. If the Purchaser or their legal representative fails to do so, then the Purchaser will allow $330.00 (GST inclusive) to the Vendor by way of adjustment. The Purchaser agrees that such payment is an essential condition of this Contract.

**44.4.** The Purchaser or its legal representative will provide the Vendors or its legal representative an order on the agent at least three (3) business days before completion. If the Purchaser or their legal representative fails to do so, then the Purchaser will allow $330.00 (GST inclusive) to the Vendor by way of adjustment at completion. The Purchaser agrees that such payment is an essential condition of this Contract

## 46. LATE COMPLETION

**46.1.** Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other rights which the vendor may have under this Contract or otherwise the Purchaser will on completion of the contract pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum calculated on daily balances, commencing on the Completion date, excluding the original completion date, and continuing until completion of this contract including the day of completion of this contract.

**46.2.** This interest is a genuine pre-estimate of liquidated damages and will be deemed to be a part of the balance of purchase money due and payable on completion.

## 47. NOTICE TO COMPLETE

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

## 48. SETTLEMENT FIGURES AND ORDER ON THE AGENT

Notwithstanding anything else contained herein the purchaser agrees that the purchaser shall submit the settlement figures together with all the relevant certificates and Order on the Agent to the vendor at least three (3) business days prior to completion. If the Purchaser or their legal representative fails to do so, then the Purchaser will allow $330.00 (GST inclusive) to the Vendor by way of

adjustment at completion. The Purchaser agrees that such payment is an essential condition of this Contract.

## 49. COMSUMER CREDIT CODE

**49.1.** The purchase acknowledges that the vendor has entered into the contract based on the purchaser's warranty that:

(1) The purchaser does not require credit in order to pay the property; or

(2) If the purchaser does require credit to pay for the property, the purchaser has obtained such credit on reasonable terms prior to the date of this contract,

**49.2.** The purchaser shall not have any right to rescind or terminate this contract by reason of any non-availability of credit as at the date of completion of the contract.

## 50. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

**50.1.** The provisions set out in this contract contain the entire agreement between the parties at the date of this contract despite any:

(1) negotiations or discussions held: or

(2) documents signed or brochures, plans or drawings produced or disclosed to the purchaser before the date of this contract.

**50.2.** The purchaser has not, in entering into this contract relied on any warranty or representation made by or any other conduct of the vendor; or any person on behalf of the vendor except those expressly provided in this contract.

**50.3.** The purchaser is relying entirely upon the purchaser's own enquiries relating to:

(1) the fitness or suitability for any particular purpose of the property;

(2) the purchaser's obligations and rights under this contract;

(3) inspection of the property; and

(4) any financial return, income and investment advice despite: -

(a) any forecasts or feasibilities; and

(b) information relating directly or indirectly to the purchase of the property by the purchaser as an investment on any basis whatsoever provided to the purchaser by or on behalf of the vendor.

## 51. SEVERABILITY

**51.1.** Any provision in this Contract which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Contract or affecting the validity or enforceability of that provision in any other jurisdiction.

## CONDITIONS OF SALE BY AUCTION

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

Bidders record means the bidders record to be kept pursuant to clause 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002:

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

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

(2) The following conditions, in addition to those prescribed by subclause (a), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

(a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
(b) Subject to subclause 2A, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
(c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the vendor or announces 'vendor bid'.

(3) The following conditions, in addition to those prescribed by subclauses (a) and (b) are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a vendor as executor or administrator:

(a) More than one vendor bid may be made to purchase interest of co-owner;
(b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
(c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the vendor; and
(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

## GUARANTEE FOR CORPORATE PURCHASER

If the purchaser is a corporation ('corporate purchaser'):

(1) The word *guarantor* means each director or the purchaser as at the date of the contract.

(2) If the guarantor has not signed this clause, the Vendor may *terminate* this contract by serving a notice, but only *within* 14 days after the contract date.

(3) In consideration of the vendor contracting with the corporate purchaser, the person/s whose name/s and signature appear below ('the guarantors'), jointly and severally guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising out of or as a result of the default by the purchaser in performing its obligations under this contract for whatever reason.

(4) The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

(5) The guarantor/s hereby guarantee to the vendor the due and punctual performance of all the purchaser's obligations under this contract and hereby indemnify the vendor against all losses, expenditures, costs and expenses of whatever nature suffered or incurred directly or indirectly by the vendor in recovering any monies owing as a result of default in such performance.

(6) The guarantor/s is absolutely entitled to grant this guarantee in consideration for the vendor entering into this contract.

(7) The guarantor/s hereby grant a charge in favour of the vendor over all of the guarantor/s personal and/or real property present and future and wheresoever situated including uncalled capital with the payment to the vendor of all monies secured by this contract. Such guarantee will be a non-circulating and specific security interest on all personal property now or in the future belonging to the guarantor/s and will include its/his/her personal property, real property, goodwill, book debts, plant fixtures and fittings and stock, other than as bought and sold in the normal course of business, and a circulating security interest on all other assets and property of the guarantor/s.

(8) The guarantor/s will at its/his/her own cost, at the vendor's request execute, stamp and register such further security interests and assurances of such personal or real property, goodwill, book debts, plant fixtures and fittings containing such covenants and provisions as the vendor deems necessary.

(9) The guarantor/s agrees that each of such securities is further security to the intent that the moneys owing are secured thereby. Default under any of these securities constitutes default under this contract.

(10) The guarantor/s has no power to create any security interest ranking in priority or of equal rank to this contract without first obtaining the consent of the vendor. The guarantor/s has no power before this circulating security interest becomes non-circulating to create a subsequent security interest on any of its property.

(11) The guarantor/s hereby irrevocably appoints the vendor as its attorney to execute, sign and perform in its name and on its behalf all agreements, instruments, acts and things whatsoever which the guarantor/s ought to execute, sign and perform under the covenants contained in this contract and generally to use the guarantor's name in the exercise of all or any of the powers conferred on the vendor or on any receiver or manager appointed by the vendor as the case may be.

(12) This guarantee and indemnity is continuing and irrevocable and the obligations of the guarantor are absolute and unconditional in all circumstances and must continue notwithstanding that there is any change in the name, style, constitution or otherwise of any of the guarantor. This guarantee and indemnity does not merge on completion of the contract.

(13) This guarantee continues despite the payment of any part of the amount owing and despite any time or other concession or compromise extended by the vendor to the purchaser or the guarantor/s or any other person.

(14) The guarantor/s hereby consents to any variation of this contract by extension of the period for payment of the amount owing.

(15) This guarantee will not be affected:

(a) By the vendor's neglect or omission to enforce any of its rights in relation to any security or release any security in whole or in part; or
(b) If a guarantor dies or becomes of unsound mind or bankrupt or, being a company, goes into liquidation; or
(c) By any Guarantor's obligation for any reason becoming unenforceable in whole or in part.

(16) This guarantee and indemnity is a principal obligation and is not to be treated as ancillary or collateral to any obligation to the intent that this guarantee and indemnity will be enforceable even though any of the agreements and other obligations arising between the vendor and the purchaser are in whole or part unenforceable for any reason.

(17) The vendor need not first exercise its rights against the purchaser before exercising its rights under this guarantee against the guarantor/s.

(18) The guarantor/s waives, to the extent permitted under the *Personal Property Securities Act*, its right to receive any notices the vendor is required to give under this Act.

**SIGNED** by the guarantors )
in the presence of: )

_____ _____
Signature of witness Guarantor Name:

_____ _____
Print name of witness Guarantor Name:

**RESIDENTIAL PROPERTY REQUISITIONS ON TITLE**

Vendor: **Jungsik LEE**
Purchaser:
Property: 1 Wayland Avenue, LIDCOMBE NSW 2141
Dated:

---

**Possession & Tenancies**

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
   (a) has either the Vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
   (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

**Title**

6. Subject to the Contract, on completion the Vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the Vendor prior to completion.

**Adjustments**

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

**Survey & Building**

12. 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.
13. 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.
14. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the Vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (d) Has the Vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (e) In respect of any residential building work carried out in the last 7 years:
      (i) please identify the building work carried out;
      (ii) when was the building work completed?
      (iii) please state the builder's name and licence number;
      (iv) please provide details of insurance under the *Home Building Act 1989*.
15. 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?
16. If a swimming pool is included in the property:
   (a) when did construction of the swimming pool commence?

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(b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?

(c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.

(d) are there any outstanding notices or orders?

17. (a) To whom do the boundary fences belong?

(b) Are there any party walls?

(c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the Purchaser on completion.

(d) Is the Vendor aware of any dispute regarding boundary or dividing fences or party walls?

(e) Has the Vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations**

18. Is the Vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?

19. 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?

20. 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?

21. (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?

22. 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**

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

**Requisitions & Transfer**

24. The transfer to be handed over on settlement must be either endorsed with Vendor duty or marked exempt from Vendor duty.

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.

26. If the Vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.

27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

28. The Purchaser reserves the right to make further requisitions prior to completion.

29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

# REPLIES TO REQUISITIONS

**Possession & Tenancies**

1. Noted and subject to the contract
2. No as far as the vendors are aware
3. (a): The owners occupy the property as their primary residential home
   (b)-(f): Not applicable
4. Not applicable
5. (a) and (b): Not applicable

**Title**

6. Noted and subject to the contract
7. Noted and subject to the contract
8. The title documents are held by the mortgagee on title
9. Not applicable as far as the vendors are aware

**Adjustments**

10. Noted and adjusted before the settlement subject to the contract
11. (a) and (b): Please refer to S47 Land Tax Clearance Certificate attached to the contract.

**Survey and Building**

12. Noted
13. No
14. (a): Yes as far as the vendors are aware
    (b): No or not applicable
    (c): No
    (d): No and the purchaser shall rely on its own search and enquires
    (e): Not applicable as far as the vendors are aware
15. No or Not applicable
16. Not applicable
17. (a): Vendor as far as the vendors are aware. Otherwise subject to the contract
    (b): No or Not applicable
    (c): Not applicable
    (d): No
    (e): No as far as the vendors are aware

**Affections**

18. No as far as the vendors are aware
19. (a): No as far as the vendors are aware.
    (b): No as far as the vendors are aware.
    (c): No
20. (a)-(f): No as far as the vendors are aware
21. (a): Yes but subject to the contract
    (b) and (c): No as far as the vendors are aware but subject to the contract
22. No as far as the vendors are aware

**Capacity**

23. Not applicable

**Requestions & Transfer**

24. Noted but subject to the contract
25. Noted if applicable
26. Note if applicable
27. Noted but subject to the contract
28. Noted but subject to the contract
29. Noted but subject to the contract.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 11/35510

| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 4/11/2026 | 7:22 AM | 10 | 1/8/2025 |

LAND

LOT 11 IN DEPOSITED PLAN 35510
LOCAL GOVERNMENT AREA CUMBERLAND
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND
TITLE DIAGRAM DP35510

FIRST SCHEDULE

JUNGSIK LEE (T AR472615)

SECOND SCHEDULE (1 NOTIFICATION)

1 AV294306 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

P2609... PRINTED ON 4/11/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

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Req:R071851 /Doc:DP 0035510 P /Rev:10-Feb-1994 /NSW LRS /Pgs:ALL /Prt:04-Nov-2026 08:58 /Seq:1 of 3
© Office of the Registrar-General /Src:TRISearch /Ref:P2609



# PLAN

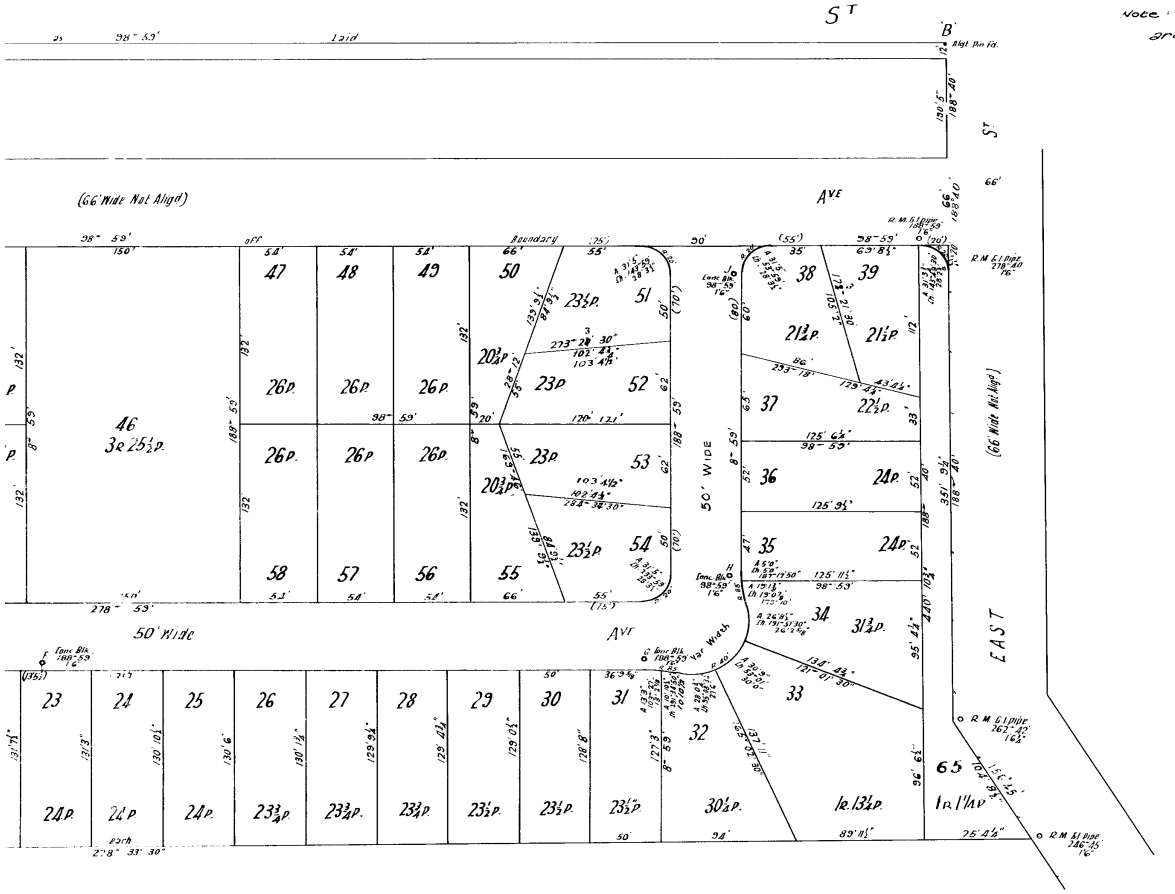
DP 35510

Subdivision of Portion 444

RTY PLAINS — COUNTY OF CUMBERLAND

Scale 60 Feet to an Inch

Note :- Bearings hereon are to True Meridian




I Charles Thomas Egan of Sydney a Surveyor registered under the Surveyors Act 1929 hereby declare that Reference Marks of the nature and in the positions shown at C.D.E.F.G.H.&J have been placed

Egan
Registered Surveyor

Subscribed and declared before me at Sydney
this 27th day of July A.D. 1948

J.R.B. Tooth J.P.
J. Innes J.P.

DP 35510

I Charles Thomas Egan of Sydney a Surveyor registered under the Surveyors Act 1929 do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented (c) that all physical objects indicated actually exist in the positions shown (d) that the whole of the material facts in relation to the land are correctly represented (e) that the survey represented in this plan has been made in accordance with the Survey Practice Regulations 1933 hyme and was completed on 30th June 1948. Placing of Reference Marks at C.D.E.F.G.H.&J has been deffered

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

Egan
Surveyor registered under the Surveyors Act 1929

Subscribed and declared before me at Sydney
this 23rd day of July A.D. 1948

J.R.B. Tooth J.P.

Req:R071851 /Doc:DP 0035510 P /Rev:10-Feb-1994 /NSW LRS /Pgs:ALL /Prt:04-Nov-2026 08:58 /Seq:2 of 3
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Municipality of Lidcombe

# PLA

of subdivision

PARISH OF LIBERTY PLAINS

Scale : 60 Fe

F110001 11.11.49

D.P. 35510




DP 35510

FORMERLY Recorded as H.C.R. 310 on 22.11.51

EXISTING INFO Lidcombe Sht 8.

I Charles Thom
hereby declare
C.D.E.F.G.H.&J

Subsc
this 2

Req:R071851 /Doc:DP 0035510 P /Rev:10-Feb-1994 /NSW LRS /Pgs:ALL /Prt:04-Nov-2026 08:58 /Seq:3 of 3
© Office of the Registrar-General /Src:TRISearch /Ref:P2609

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 35510

| FEET | INCHES | METRES |
|---|---|---|
| - | 0 1/2 | 0.013 |
| - | 1 | 0.025 |
| - | 2 | 0.051 |
| 1 | 6 | 0.457 |
| 1 | 6 3/4 | 0.476 |
| 2 | 4 7/8 | 0.733 |
| 3 | 11 1/8 | 1.197 |
| 5 | - | 1.524 |
| 10 | 10 1/2 | 3.315 |
| 11 | 7 | 3.531 |
| 12 | - | 3.658 |
| 12 | 2 | 3.708 |
| 13 | 2 7/8 | 4.035 |
| 13 | 3 | 4.039 |
| 13 | 5 1/2 | 4.102 |
| 13 | 11 7/8 | 4.264 |
| 19 | 0 7/8 | 5.813 |
| 19 | 1 3/8 | 5.826 |
| 19 | 1 3/8 | 5.826 |
| 19 | 5 5/8 | 5.934 |
| 19 | 8 | 5.994 |
| 19 | 9 1/4 | 6.026 |
| 19 | 9 1/2 | 6.033 |
| 20 | - | 6.096 |
| 20 | 1 | 6.121 |
| 20 | 1 1/2 | 6.134 |
| 20 | 1 3/4 | 6.140 |
| 24 | 0 1/4 | 7.322 |
| 24 | 0 1/2 | 7.328 |
| 24 | 1 1/2 | 7.353 |
| 25 | - | 7.620 |
| 26 | 2 3/8 | 7.985 |
| 26 | 2 5/8 | 7.991 |
| 26 | 8 1/2 | 8.141 |
| 27 | 6 | 8.382 |
| 28 | 0 3/4 | 8.553 |
| 28 | 2 3/8 | 8.595 |
| 28 | 3 1/2 | 8.623 |
| 28 | 4 3/4 | 8.655 |
| 30 | - | 9.144 |
| 30 | 9 | 9.373 |
| 30 | 10 1/2 | 9.411 |
| 31 | 3 3/4 | 9.544 |
| 31 | 5 | 9.576 |
| 31 | 6 7/8 | 9.623 |
| 33 | - | 10.058 |
| 34 | - | 10.363 |
| 35 | - | 10.668 |
| 35 | 1 1/2 | 10.706 |
| 36 | 9 5/8 | 11.217 |
| 37 | 11 1/2 | 11.570 |
| 37 | 11 3/4 | 11.576 |
| 38 | - | 11.582 |
| 38 | 0 1/4 | 11.589 |
| 38 | 5 1/2 | 11.722 |
| 40 | - | 12.192 |
| 43 | 4 1/4 | 13.214 |
| 47 | - | 14.326 |
| 50 | - | 15.240 |
| 50 | 8 1/2 | 15.456 |
| 50 | 10 1/4 | 15.500 |
| 52 | - | 15.850 |
| 52 | 0 1/2 | 15.862 |
| 53 | - | 16.154 |
| 54 | - | 16.459 |
| 54 | 10 1/4 | 16.720 |
| 55 | - | 16.764 |
| 60 | - | 18.288 |
| 62 | - | 18.898 |
| 65 | - | 19.812 |
| 65 | 2 1/2 | 19.876 |
| 66 | - | 20.117 |
| 67 | - | 20.422 |
| 68 | 8 1/4 | 20.936 |
| 69 | 8 1/2 | 21.247 |
| 70 | - | 21.336 |
| 70 | 10 1/4 | 21.596 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 35510 CONTINUED

| FEET | INCHES | METRES |
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| 75 | - | 22.860 |
| 75 | 4 1/4 | 22.968 |
| 78 | - | 23.774 |
| 80 | - | 24.384 |
| 84 | 9 1/2 | 25.845 |
| 85 | - | 25.908 |
| 86 | - | 26.213 |
| 89 | 11 1/2 | 27.419 |
| 90 | - | 27.432 |
| 93 | 5 | 28.473 |
| 93 | 5 3/4 | 28.492 |
| 94 | - | 28.651 |
| 95 | 4 1/4 | 29.064 |
| 96 | 6 1/2 | 29.426 |
| 98 | 1 | 29.896 |
| 98 | 2 | 29.921 |
| 103 | 4 1/2 | 31.509 |
| 104 | 8 1/2 | 31.915 |
| 105 | 2 | 32.055 |
| 110 | 3 | 33.604 |
| 112 | - | 34.138 |
| 112 | 7 1/2 | 34.328 |
| 113 | 0 1/4 | 34.449 |
| 113 | 5 1/4 | 34.576 |
| 113 | 6 | 34.595 |
| 118 | 5 | 36.093 |
| 118 | 5 3/4 | 36.112 |
| 118 | 8 | 36.170 |
| 121 | - | 36.881 |
| 125 | 6 1/4 | 38.259 |
| 125 | 9 1/2 | 38.341 |
| 125 | 11 1/2 | 38.392 |
| 126 | 4 | 38.506 |
| 127 | 3 | 38.786 |
| 128 | 8 | 39.218 |
| 129 | 0 1/2 | 39.332 |
| 129 | 4 1/4 | 39.427 |
| 129 | 4 3/4 | 39.440 |
| 129 | 9 1/4 | 39.554 |
| 130 | 1 3/4 | 39.668 |
| 130 | 5 1/2 | 39.764 |
| 130 | 6 | 39.776 |
| 130 | 10 1/2 | 39.891 |
| 131 | 3 | 40.005 |
| 131 | 7 1/2 | 40.119 |
| 132 | - | 40.234 |
| 132 | 4 1/2 | 40.348 |
| 132 | 9 | 40.462 |
| 133 | 1 1/2 | 40.577 |
| 133 | 5 3/4 | 40.684 |
| 134 | 4 3/4 | 40.964 |
| 135 | 5 3/4 | 41.294 |
| 137 | 11 | 42.037 |
| 139 | 4 1/4 | 42.475 |
| 139 | 9 1/4 | 42.602 |
| 139 | 9 1/2 | 42.609 |
| 150 | - | 45.720 |
| 150 | 2 | 45.771 |
| 153 | - | 46.634 |
| 165 | 1 1/2 | 50.330 |
| 190 | 5 | 58.039 |
| 331 | 9 1/4 | 101.124 |
| 351 | 9 1/4 | 107.220 |
| 440 | 10 3/4 | 134.385 |

| AC | RD | P | SQ M |
|---|---|---|---|
| - | - | 20 1/2 | 518.5 |
| - | - | 20 3/4 | 524.8 |
| - | - | 21 1/2 | 543.8 |
| - | - | 21 3/4 | 550.1 |
| - | - | 22 1/2 | 569.1 |
| - | - | 23 | 581.7 |
| - | - | 23 1/4 | 588.1 |
| - | - | 23 1/2 | 594.4 |
| - | - | 23 3/4 | 600.7 |

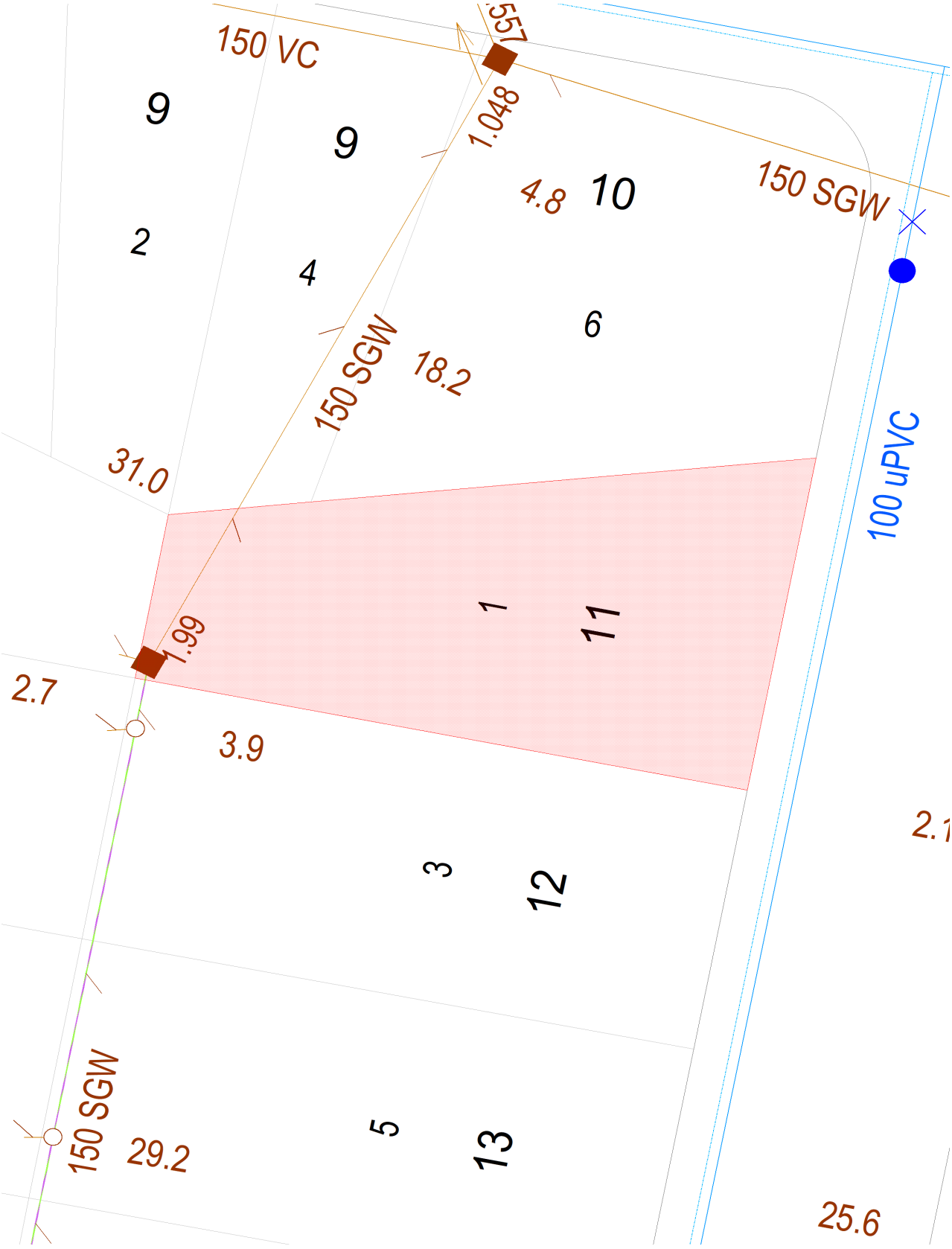
CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 35510 CONTINUED

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| - | - | 24 1/4 | 613.4 |
| - | - | 24 1/2 | 619.7 |
| - | - | 25 1/2 | 645 |
| - | - | 26 | 657.6 |
| - | - | 30 1/4 | 765.1 |
| - | - | 31 3/4 | 803 |
| - | - | 39 1/4 | 992.7 |
| - | 1 | 1 1/4 | 1043 |
| - | 1 | 5 1/4 | 1144 |
| - | 1 | 13 1/4 | 1347 |
| - | 2 | - | 2023 |
| - | 3 | 25 1/2 | 3680 |

# Service Location Print

Application Number: 8005663082




Document generated at 04-11-2026 08:10:22 AM

**Disclaimer**

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

# Asset Information

## Legend

### Sewer

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

### Pressure Sewer

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

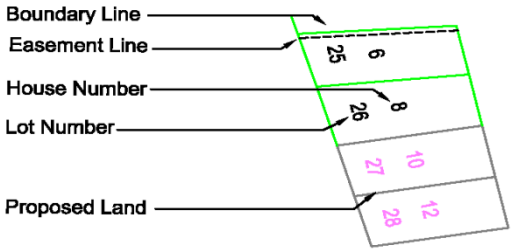
### Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

### Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

### Property Details




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

### Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
Valve
Scour
Reducer / Taper
Vertical Bends
Reservoir
Recycled Water is shown as per Potable above. Colour as indicated

### Private Mains

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

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

## Pipe Types

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

## Further Information

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

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

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

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

# Sewer Service Diagram

Application Number: 8005663083

## DIAGRAM OF SANITARY DRAINAGE

**Municipality of** AUBURN — **SEWER AVAILABLE** — **Diagram No.** 202 768

SYMBOLS AND ABBREVIATIONS

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

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

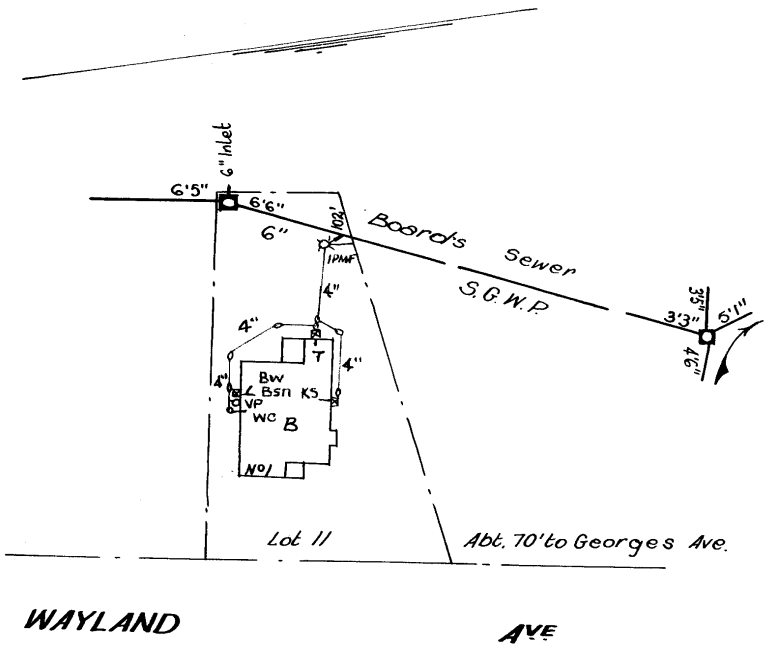
This diagram is the property of the Proprietor and is to be returned to him on completion of the work.

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

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

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

This work will be tested from .....




SHEET No 4682

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

OFFICE USE ONLY 259 723

| | | | | | | |
|---|---|---|---|---|---|---|
| W.C. / B.W. / Shr. / Bsn / K.S. / T. / Plg / Dge. Int. / Dge. Ext. | Designed by ..... Inspector<br>Examined by ..... Chief Inspector | Date ../../.. | Inspector<br>This helio must be returned as soon as possible or NOT LATER THAN ..... | First Visit ../../.. | Passed ../../.. | Date ../../..<br>..... Inspector<br>Checked with Design and Diagram<br>..... Chief Inspector ../../.. |
| DESIGN | | | | SUPERVISION | | |

Document generated at 04-11-2026 08:10:24 AM

**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**.

CUMBERLAND
CITY COUNCIL

**APPLICANT:** HIS Lawyers
65-69 Blaikie rd
JAMISONTOWN NSW 2750

## PLANNING CERTIFICATE

Issued under section 10.7(2) Environmental Planning and Assessment Act 1979

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| | |
|---|---|
| **Property:** | **1 Wayland Avenue LIDCOMBE NSW 2141** |
| **Title:** | **Lot 11 DP 35510** |
| **Land No:** | 23500 |
| **Certificate No:** | PC2026/5235 |
| **Certificate Date:** | 03/11/2026 |
| **Applicant's Ref:** | P2605 |

## SECTION 10.7(2)

In accordance with the requirements of section 10.7(2) of the Environmental Planning and Assessment Act (1979) ("the Act"), the following prescribed matters relate to the land at the date of this certificate.

## ITEM 1 - Names of relevant planning instruments and DCPs

***1. The following environmental planning instruments apply to the carrying out of development on the land:***

Cumberland Local Environmental Plan 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resource and Energy) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Housing) 2021

***The following development control plan apply to the carrying out of development on the land:***

Cumberland Development Control Plan 2021

***2. The following proposed environmental planning instruments and development control plans apply to the carrying out of development on the land and are or have been the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979:***

No proposed environmental planning instruments apply

No proposed development control plans apply

**In this item** - proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

## ITEM 2 - Zoning and land use under relevant planning instruments

***1. (a) Zoning details in the environmental planning instruments identified in ITEM 1(1) above***

**Zone R2 Low Density Residential**

**1. Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage residential development that maintains the amenity of the surrounding area.
- To ensure that non-residential land uses are located in a setting that minimises impacts on the amenity of a low-density residential environment.

**2. Permitted without consent**
Home occupations

**3. Permitted with consent**
Bed and breakfast accommodation; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Early education and care facilities; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Hospitals; Hostels; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Seniors housing; Semi-detached dwellings; Tank-based aquaculture; Water recycling facilities

**4. Prohibited**
Any development not specified in item 2 or 3

***(b) Additional permitted uses***

No additional uses apply

***(c) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?***

No fixed minimum land dimensions apply to this land

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

The land is not within an area of outstanding biodiversity value (Biodiversity Conservation Act 2016).

***(e) Is the land within a heritage conservation area?***

The land is not within a heritage conservation area

***(f) Is there a heritage item situated on the land?***

There are no heritage items situated on the land

***2. (a) Zoning details in the proposed environmental planning instruments identified in ITEM 1(2) above***

No draft zoning applies to the land

***(b) Additional permitted uses***

No draft additional uses apply

***(c) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?***

No fixed minimum land dimensions apply to the land under a draft environmental planning instrument

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

The land is not within an area of outstanding biodiversity value (Biodiversity Conservation Act 2016) under a draft environmental planning instrument.

***(e) Is the land within a draft heritage conservation area?***

The land is not within a draft heritage conservation area

***(f) Is there a draft heritage item situated on the land?***

There are no draft heritage items situated on the land

## ITEM 3 - Contributions plans

**1.** ***The name of the contributions plan applying to the land is:***

Cumberland Local Infrastructure Contributions Plan 2020

The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.

**2.** ***The name of the draft contributions plan applying to the land is:***

No draft contributions plan applies.

## ITEM 4 - Complying Development Exclusions

***Is the land, land on which complying development may be carried out under clauses 1.17A(1)(c) to (e),(2),(3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?***

***Housing Code***
Yes, under the Housing Code complying development may be carried out on the land.

***Rural Housing Code***
Yes, under the Rural Housing Code complying development may be carried out on the land.

***Low Rise Housing Diversity Code***
Yes, under the Low Rise Housing Diversity Code complying development may be carried out on the land.

***Housing Alterations Code***
Yes, under the Housing Alterations Code complying development may be carried out on the land.

***General Development Code***
Yes, under the General Development Code complying development may be carried out on the land.

***Industrial and Business Alterations Code***
Yes, under the General Commercial and Industrial Code complying development may be carried out on the land.

***Industrial and Business Buildings Code***
Yes, under the General Commercial and Industrial (New Buildings and Additions) Code complying development may be carried out on the land.

***Container Recycling Facilities Code***
Yes, under the Container Recycling Facilities Code complying development may be carried out on the land.

***Subdivisions Code***
Yes, under the Subdivisions Code complying development may be carried out on the land.

***Demolition Code***
Yes, under the Demolition Code complying development may be carried out on the land.

***Fire Safety Code***
Yes, under the Fire Safety Code complying development may be carried out on the land.

**Agritourism and Farm Stay Accommodation Code**
Yes, under the Agritourism and Farm Stay Accommodation Code complying development may be carried out on the land.

## ITEM 5 - Exempt Development Exclusions

***Is the land, land on which exempt development may be carried out under clauses 1.16(1)(b1) to (d) and 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?***

Yes

## ITEM 6 - Affected building notices and building product rectification orders

**1. Is any affected building notice in force in respect of the land?**

No

**2. Is any building product rectification order in force in respect of the land that has not been fully complied with?**

No

**3. Has a notice of intention to make a building product rectification order been given in respect of that land that is outstanding?**

No

**In this item –**

**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.

## ITEM 7 - Land reserved for acquisition

***Does an environmental planning instrument, or proposed environmental planning instrument referred to in item 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.***

No

## ITEM 8 – Road widening and road realignment

***Is the land affected by any road widening or road realignment under:***

***(a) Division 2 of Part 3 of the Roads Act 1993; or***
***(b) Any environmental planning instrument; or***
***(c) Any resolution of the Council?***

No

## ITEM 9 - Flood related development controls information

***1. Is development on the land or part of the land located within a 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 (PMF) and subject to flood-related development controls.***

No

**In this item-**

**flood planning area** has the same meaning as in the Flood Risk Management Manual.

**Flood Risk Management Manual** means the Flood Risk Management Manual (ISBN 978-1-923076-17-4) published by the NSW Government in June 2023.

**probable maximum flood** has the same meaning as in the Flood Risk Management Manual.

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

***(a) Whether or not the land is affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of:-***

| | | |
|---|---|---|
| (i) | land slip | No |
| (ii) | bushfire | No |
| (iii) | tidal inundation | No |

| | | |
|---|---|---|
| (iv) | subsidence | No |
| (v) | acid sulphate soils | No, see below |
| (vi) | land contamination | No |
| (vii) | aircraft noise | No |
| (viii) | salinity | No, see below |
| (ix) | coastal hazards | No |
| (x) | sea level rise | No |
| (xi) | Other Risk | No |

**Acid Sulphate Soils:** Council has not adopted a policy on Acid Sulphate Soils, however Acid Sulphate Soils have been mapped (refer to Cumberland Local Environmental Plan 2021 Acid Sulphate Soils Maps). Clause 6.1 of the LEP must be addressed if development is proposed where there are Acid Sulphate Soils.

**Salinity:** Council has not adopted a policy on Salinity, however Salinity have been mapped (refer to Cumberland Local Environmental Plan 2021 Salinity Maps). Clause 6.9 of the LEP states that Salinity must be considered prior to the approval of the development if the land is identified in the Salinity Map.

***(b) Whether or not the land is affected by a policy adopted 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) that restricts the development of the land because of the likelihood of:-***

| | | |
|---|---|---|
| (i) | land slip | No |
| (ii) | bushfire | No |
| (iii) | tidal inundation | No |
| (iv) | subsidence | No |
| (v) | acid sulphate soils | No |
| (vi) | land contamination | No |
| (vii) | aircraft noise | No |
| (viii) | salinity | No |
| (ix) | coastal hazards | No |
| (x) | sea level rise | No |
| (xi) | Other Risk | No |

## ITEM 11 - Bush fire prone land

None of the land is bush fire prone land.

## ITEM 12 - Loose – fill asbestos insulation

***Has Council been notified that the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?***

No. Contact NSW Fair Trading for more information.

## ITEM 13 - Mine subsidence

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

No

## ITEM 14 - Paper subdivision information

***Has a development plan been adopted that applies to the land or that is proposed to be subject to a consent ballot?***

No

## ITEM 15 - Property vegetation plans

***Has Council been notified (by the person or body that approved the plan) of the existence of a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applying to the land?***

No

## ITEM 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.

## ITEM 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 the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

## ITEM 18 - Orders under Trees (Disputes Between Neighbours) Act 2006

***Has Council been notified that 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?***

No

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

***Has the owner (or any previous owner) of the land 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)?***

No

## ITEM 20 - Western Sydney Aerotropolis

*State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 Western Sydney Aerotropolis does not apply to the land.

## ITEM 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 from a development consent (granted after 11 October 2007) in relation to the land that are of the kind set out in clause 88(2) of the Policy.***

Conditions from a development consent (granted after 11 October 2007) are registered on title if they are of a kind set out in clause 88(2) of the State Environmental Planning Policy (Housing) 2021.

## ITEM 22 - Site compatibility certificates and development consent conditions for affordable rental housing.

***1. Is Council aware of a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate in relation to proposed development on the land?***

No

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

Conditions from a development consent are registered on title if they are of a kind set out in clause 22(1) or 40 (1) of the State Environmental Planning Policy (Housing) 2021.

**3. *Have any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 been imposed as a condition of development consent in relation to the land?***

Conditions from a development consent are registered on title if they are of a kind set out in clause 17(1) or 38(1) of the State Environmental Planning Policy (Affordable Rental Housing) 2009.

**In this item –**

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

## ITEM 23 - Water or sewerage services

***Are water or sewerage services provided or are to be provided to the land under the Water Industry Competition Act 2006.***

No

## ITEM 24 - Special entertainment precincts

***Is land within the special entertainment precincts as per the meaning of the Local Government Act 1993, section 202B.***

No

## ITEM 25 - Interim development in future infrastructure corridors

***If State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land, is there a condition from a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.***

State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A does not apply to the land.

## Matters arising under Section 59(2) of the Contaminated Land Management Act 1997(CLM Act).

***At the date of this certificate, is the land (or part of the land) to which this certificate relates to:***

***(a) Significantly contaminated land within the meaning of the CLM Act?***

No

***(b) Subject to a management order within the meaning of the CLM Act?***

No

***(c) Subject to an approved voluntary management proposal within the meaning of the CLM Act?***

No

***(d) Subject to an ongoing maintenance order within the meaning of the CLM Act?***

No

***(e) Subject to a site audit statement?***

No

**Note:** This information was sourced from the record under section 58 of the Contaminated Land Management Act 1997. If the land does not appear on the record, it may still be affected by contamination. For example: Contamination may be present, but the site has not been regulated by the EPA under the *Contaminated Land Management Act 1997*.

The EPA may be regulating contamination at the site through a license or notice under the Protection of the *Environment Operations Act 1997*.

Contamination at the site may be managed under the *State Environmental Planning Policy No 55-Remediation of Land.*

## GENERAL INFORMATION

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 2 of the Environmental Planning and Assessment Regulation 2021 and is provided only to the extent that the Council has been notified by the Department of Public Works or Department of Planning.

When advice in accordance with section 10.7(5) is requested, the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning at **http:// www.planning.nsw.gov.au**

Please contact Council's Strategic Planning section for further information about this Planning Certificate.

Peter J. Fitzgerald
**GENERAL MANAGER**