

Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Griffith Real Estate PO Box 2505, GRIFFITH NSW 2680	Phone: 02 6962 1455 Fax: (02) 6962 7090 Ref: Jordan Bavaresco - 0431 742 050
co-agent		
vendor		
vendor's solicitor	Noyce Salmon & D'Aquino Level 1, 136-140 Yambil Street, Griffith NSW 2680 PO Box 1022, Griffith NSW 2680	Phone: 02 6969 0000 Email: melissac@nsdlegal.com.au Ref: MC:SG:43178
date for completion	28th day after the contract date	(clause 15)
land (address, plan details and title reference)	58 Gillmartin Drive, Griffith NSW 2680 Registered Plan: Lot 104 Plan DP 1248542 Folio Identifier: 104/1248542	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ air conditioning	☒ dishwasher built-in	☒ insect screens	☒ range hood
	☒ wardrobes	☐ EV charger	☐ internet/TV receiver	☒ solar panels
	☐		☒ light fittings	☐ solar power battery
	☒ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☒ stove
	☒ clothes line	☐ other:		
exclusions				
purchaser				
purchaser's solicitor				
price				
deposit	(10% of the price, unless otherwise stated)			
balance				
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

☐ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

PEXA

Manual transaction (clause 30)

☒ NO ☐ yes

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

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – 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):

List of Documents

General	Strata or community title (clause 23 of the contract)
☒ 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 print) ☒ 9 sewer lines location diagram (sewer 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 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 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 <i>clearance certificate</i> ☐ 24 land tax certificate	☐ 33 property certificate for strata common property ☐ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract ☐ 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 the off the plan contract Other ☐ 61
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	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

Cooling off period (purchaser's rights)

- 1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2 **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3 There is **NO COOLING OFF PERIOD**—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option, 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 and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

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

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
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchase 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 AUSTRAC. More details are available from AUSTRAC.

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

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

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

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

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within work order</i>	in relation to a period, at any time before or during the period; and a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 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 Sign*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 *depositor* until the claims are finalised or lapse;
- 7.2.2 the amount held to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

Purchaser's default

- 9 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.

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - FRCW remittance payable;
 - GST/RM payment; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed 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.

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do 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.

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.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
 - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
 - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
 - **Place for completion**
 - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract – that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place – that place; or
 - 30.6.3 in any other case – the vendor's *solicitor's* address stated in this contract.
 - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
 - **Payments on completion**
 - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

58 GILLMARTIN DR GRIFFITH NSW 2680

CONDITIONS OF SALE BY AUCTION

(1)

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

(2)

- (a) All bidders must be registered in the bidder record and display an identifying number when making a bid;
- (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller;
- (c) When making a bid on behalf of the seller or accepting a bid by or on behalf of the seller, the auctioneer must clearly state that a bid was made by or on behalf of the seller or auctioneer.

SPECIAL CONDITIONS

VENDOR: **Karpit Bhogilal Patel & Dipal Karpit Patel**
PURCHASER:

1. The Purchaser acknowledges that the various headings for the following Special Conditions are for ease of reference only and are not to be taken to add to or subtract from the wording of the Condition to which they refer. In the event of any discrepancy or conflict between these Special Conditions and Clauses 1 to 32 inclusive these Special Conditions shall prevail.

AMENDMENTS TO THE PRINTED CLAUSES

2. The clauses of this Contract shall be read and construed as if:-
 - (a) the words appearing in clause 4.3 were followed by the words “Where the property is subject to the Crown Lands (Continued Tenures) Act 1989 or Part IVA of the Real Property Act 1900 dealing with Qualified Folios the parties agree notwithstanding the provisions of Clause 25.2 that no abstract of title shall be required by the Purchaser”.
 - (b) the word “substance” appearing in Clause 10.1.8 and 10.1.9 were replaced by the word “existence”.

NO WARRANTIES BY VENDOR

3. The Purchaser acknowledges that in entering into this Contract the Purchaser does not rely upon any warranty or representation made by the Vendor or by any person on behalf of the Vendor except such as may be expressly provided herein or implied by virtue of Section 52A of the Conveyancing Act 1919 (as amended) but instead has relied entirely upon the Purchaser's own inquiries and inspection of the property.

PROPERTY SOLD IN PRESENT CONDITION

Where not inconsistent with the provisions of Section 66L of the Conveyancing Act 1919 (as amended) the property is sold in its present state of repair and condition subject to fair wear and tear pending completion.

4. **DEATH OR BANKRUPTCY OF PARTY**

5. ~~(a)~~ Should the Vendor or the Purchaser die or become so mentally ill that his or her affairs are liable to be administered by the NSW Trustee & Guardian prior to completion of this Contract, then either party may by notice in writing to the Vendor or Purchaser as the case may be, rescind this Contract whereupon the provisions of Clause 19 shall apply and where there are more than one Vendor or Purchaser, then the provisions of this further clause shall apply where any one of the Vendors or Purchasers as the case may be shall die prior to completion hereof or become so mentally ill that his affairs are liable to be administered by the NSW Trustee & Guardian.
 - (b) Should the Vendor or the Purchaser be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or being a company resolve to go into liquidation or have a petition for winding up presented or enter into any scheme or arrangement with its creditors or should any liquidator,

receiver or official manager be appointed in respect of the affairs of either party then that party shall be deemed to be in default hereunder whereupon the provisions of Clause 19 shall apply and the term "Purchaser" shall where the context permits or requires include "Vendor".

TITLE SUBJECT TO EXISTING SERVICES

6. The Purchaser acknowledges that he is purchasing the property and shall take title thereto subject to existing Water, Sewerage, Drainage, Gas and Electricity, Telephone or other installations or services (hereinafter in the condition referred to as "any service") and shall not make any requisition, demand, objection or claim for compensation in respect of:-
 - (a) the nature, location, availability or non availability of any service; or
 - (b) if any such service is a joint service with any other property or properties; or
 - (c) if any service for any other property or properties or the mains, pipes, wires or connections therefore pass through or over the property and vice versa; or
 - (d) whether or not the property is subject to or has the benefit of any rights, easements or agreements in respect of any service or the mains, pipes or connections therefor.

NOTICE TO COMPLETE

7. In the event that either party hereto becomes entitled to serve a notice to complete on the other party making time of the essence a requirement of completion on any date, not less than fourteen (14) days after notice is served shall be sufficient.

NO MERGER

8. Notwithstanding Clause 20.8 no clause or additional clause hereof shall merge on completion where such clause may reasonably be construed as intended to have a continuing effect after completion.

INTEREST TO BE PAID ON BALANCE OF PURCHASE MONEY BY PURCHASER IF MATTER NOT COMPLETED ON AGREED DATE

9. The Purchaser hereby agrees that should completion not take place on or before the date herein for completion other than by the wilful default of the Vendor then the Purchaser shall pay to the Vendor in addition to the balance due under the contract interest on such balance at the rate of eight per centum (8%) per annum such interest calculated on a daily basis as and from the date fixed for settlement to the actual date of actual settlement and payable upon demand from time to time and in default of any demand or demands on completion.

POSTPONED RATES

10. The Vendor will not be required to pay any amount due for rates postponed under the Local Government Act and any extra charges on postponed rates and the Purchaser agrees to indemnify the Vendor against all liability in respect thereof.

ALTERATIONS TO CONTRACT

- Each party hereto authorises its solicitor or any employee of that solicitor to make alterations to this Contract including the addition of annexures after execution by that party and before the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this Contract as if same had been annexed at the time of execution.
- 11.

DISCHARGE OF MORTGAGE

- Upon completion, if applicable, the Vendor will arrange for a Discharge of Mortgage or Withdrawal of Caveat as the case may be in registrable form in respect of any Mortgage or Caveat registered on the title to the property and will allow the Purchaser the registration fee payable on any such Discharge of Mortgage or Withdrawal of Caveat and the Purchaser shall make no requisition or objection requiring the registration of such Discharge of Mortgage or Withdrawal of Caveat prior to completion.
- 12.

SOLAR PANEL

13. The Purchaser acknowledges that there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, and the parties agree as follows:
- (a) The Vendor does not warrant or represent that any benefits currently provided to the Vendor by agreement with the current energy supplier with respect to feed-in tariffs will pass with the sale of this property and the Purchaser must rely on his own enquiries in this regard;
 - (b) The Purchaser agrees that they may negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the Purchaser agrees not to take any action which results in a claim against the Vendor with respect to the said solar panels;
 - (c) The Vendor make no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels;
 - (d) The Purchaser shall not be entitled to make any objection, requisition or claim for compensation in respect of the above matters.

GUARANTOR

- In consideration of the Vendor entering into this Contract with the Purchaser, the Guarantor(s) being the person(s) named in the Guarantee for Corporate Purchaser attached to this Contract do hereby jointly and severally unconditionally agree, undertake and guarantee with and to the Vendor that the Purchaser will at all times duly perform, observe and comply with the conditions and provisions on the Purchasers part contained in the Contract and the Guarantor(s) will sign the Guarantee for Corporate Purchaser attached hereto.
- 14.

GUARANTEE FOR CORPORATE PURCHASER

In consideration of the **Karpit Bhogilal Patel and Dipal Karpit Patel** contracting with the corporate Purchaser,

(the Guarantor), as is evidenced by the Guarantor's execution hereof, guarantee the performance by the Purchaser of all of the Purchaser's obligations under this Contract and indemnify the Vendor against any cost or loss whatsoever arising as a result of the default by the Purchaser in performing its obligations under this Contract for whatever reason. 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 Guarantor, and the Guarantor's executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this Contract by the Vendor.

SIGNED by _____)
in the presence of: _____)

Signature of Witness

Signature

Print Name of Witness

SIGNED by _____)
in the presence of: _____)

Signature of Witness

Signature

Print Name of Witness

SIGNED by _____)
in the presence of: _____)

Signature of Witness

Signature

Print Name of Witness

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 104/1248542

SEARCHDATE	TIME	EDITION	NO	DATE
-----	----	-----	----	----
9/6/2026	12:12 PM	5		20/8/2025

LAND

LOT104INDEPOSITEDPLAN1248542

ATGRIFFITH

LOCALGOVERNMENTAREAGRIFFITH

PARISH OF WYANGAN COUNTY OF COOPER

TITLE DIAGRAM DP1248542

FIRSTSCHEDULE -----

KARPIT BHOGILAL PATEL

DIPAL KARPIT PATEL

ASJOINTTENANTS

(T AT506422)

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 LANDEXCLUDESMINERALSANDISSUBJECTTORESERVATIONSAND
CONDITIONSINFAVOUROF THECROWN-SEEMEMORANDUMS750000B &
CLAUSE 8, S750000A
- 2 DP1248542EASEMENTTODRAINSEWAGE3METRE(S)WIDEAFFECTING
THEPART(S) SHOWNSOBURDENEDINTHETITLEDIAGRAM
- 3 DP1248542EASEMENTTODRAINWATER3METRE(S)WIDEAFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1248542EASEMENTTODRAINWATER3METRE(S)WIDEAPPURTENANT
TO THE LAND ABOVE DESCRIBED
- 5 DP1248542EASEMENTTODRAINWATER3.5METRE(S)WIDEAPPURTENANT
TO THE LAND ABOVE DESCRIBED
- 6 DP1248542RESTRICTION(S) ONTHEUSEOFLANDREFERREDTOAND
NUMBERED (9) IN THE S.88B INSTRUMENT
- 7 DP1248542RESTRICTION(S) ONTHEUSEOFLANDREFERREDTOAND
NUMBERED (10) IN THE S.88B INSTRUMENT
- 8 DP1248542RESTRICTION(S) ONTHEUSEOFLANDREFERREDTOAND
NUMBERED (11) IN THE S.88B INSTRUMENT
- 9 DP1262282EASEMENTTODRAINWATER3METRE(S)WIDEAPPURTENANT
TO THE LAND ABOVE DESCRIBED
- 10 AV346546 MORTGAGETOIMBLTD

NOTATIONS

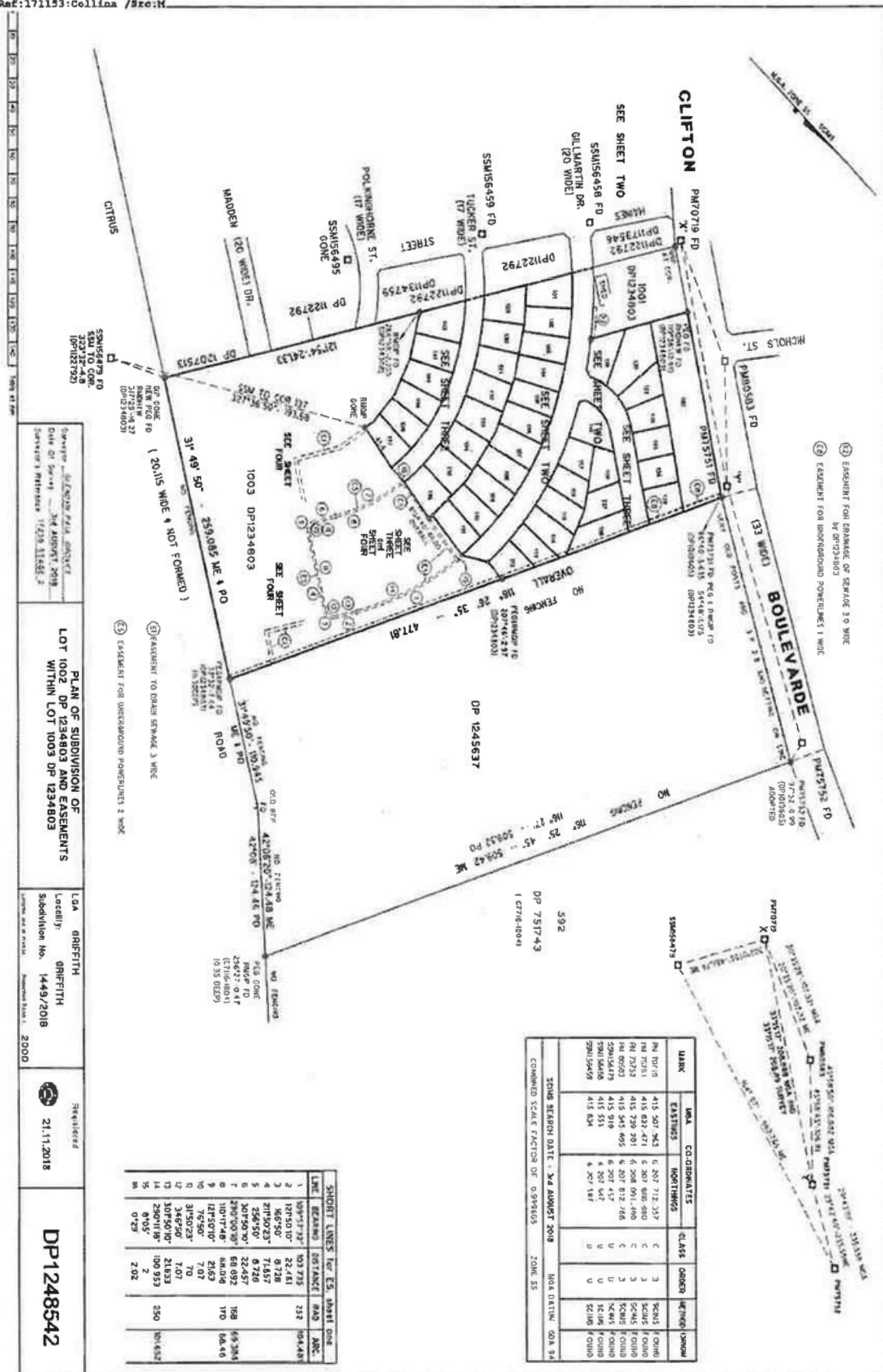
UNREGISTERED DEALINGS: NIL

*** ENDOFSEARCH

43178...

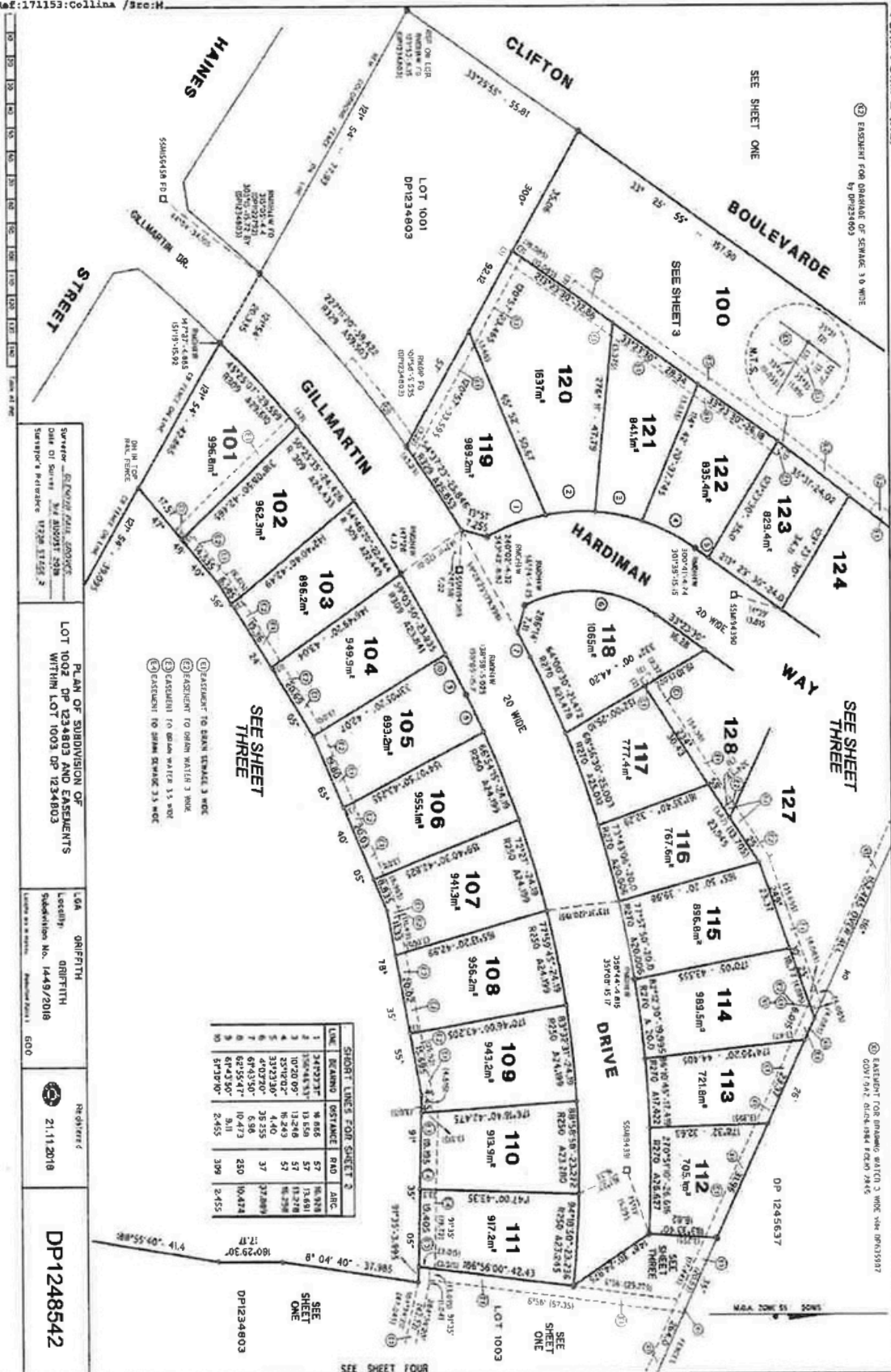
PRINTED ON 9/6/2026

(12) EASEMENT FOR DRAINAGE OF SEWAGE 30 WIDE
by DP1234567



LABOR	WORK CUMULATIVE		CLASS	ORDER	MATERIAL
	EXISTING	REQUIREMENTS			
PA 00710	415.500/963	6.207/172.357	C	3	SC45S
PA 00751	415.631/247	6.206/480	C	3	SC45S
PA 00752	415.631/247	6.206/480	C	3	SC45S
PA 00753	415.544/465	6.207/182.746	C	3	SC45S
22045473	415.519/8	6.207/457	C	3	SC45S
22045479	415.519/8	6.207/457	C	3	SC45S
22045485	415.519/8	6.207/457	C	3	SC45S
22045493	415.519/8	6.207/457	C	3	SC45S
22045499	415.519/8	6.207/457	C	3	SC45S

SNOOT LINE				
LINE	ESTIMATED COST	EST. DISTANCE	EST. UNIT COST	EST. TOTAL COST
1	105.17	10.3	10.21	1073.51
2	127.50	12.3	10.36	1320.18
3	165.50	16.3	10.15	1678.65
4	185.50	18.3	10.15	1883.15
5	225.50	22.3	10.15	2278.65
6	250.50	25.3	10.15	2578.65
7	275.50	27.3	10.15	2783.15
8	300.50	30.3	10.15	3083.15
9	325.50	32.3	10.15	3288.65
10	350.50	35.3	10.15	3588.65
11	375.50	37.3	10.15	3793.15
12	400.50	40.3	10.15	4093.15
13	425.50	42.3	10.15	4298.65
14	450.50	45.3	10.15	4598.65
15	475.50	47.3	10.15	4803.15
16	500.50	50.3	10.15	5103.15
17	525.50	52.3	10.15	5308.65
18	550.50	55.3	10.15	5608.65
19	575.50	57.3	10.15	5813.15
20	600.50	60.3	10.15	6113.15
21	625.50	62.3	10.15	6318.65
22	650.50	65.3	10.15	6618.65
23	675.50	67.3	10.15	6823.15
24	700.50	70.3	10.15	7123.15
25	725.50	72.3	10.15	7328.65
26	750.50	75.3	10.15	7628.65
27	775.50	77.3	10.15	7833.15
28	800.50	80.3	10.15	8133.15
29	825.50	82.3	10.15	8338.65
30	850.50	85.3	10.15	8638.65
31	875.50	87.3	10.15	8843.15
32	900.50	90.3	10.15	9143.15
33	925.50	92.3	10.15	9348.65
34	950.50	95.3	10.15	9648.65
35	975.50	97.3	10.15	9853.15
36	1000.50	100.3	10.15	10153.15
37	1025.50	102.3	10.15	10358.65
38	1050.50	105.3	10.15	10658.65
39	1075.50	107.3	10.15	10863.15
40	1100.50	110.3	10.15	11163.15
41	1125.50	112.3	10.15	11368.65
42	1150.50	115.3	10.15	11668.65
43	1175.50	117.3	10.15	11873.15
44	1200.50	120.3	10.15	12173.15
45	1225.50	122.3	10.15	12378.65
46	1250.50	125.3	10.15	12678.65
47	1275.50	127.3	10.15	12883.15
48	1300.50	130.3	10.15	13183.15
49	1325.50	132.3	10.15	13388.65
50	1350.50	135.3	10.15	13688.65
51	1375.50	137.3	10.15	13893.15
52	1400.50	140.3	10.15	14193.15
53	1425.50	142.3	10.15	14398.65
54	1450.50	145.3	10.15	14698.65
55	1475.50	147.3	10.15	14903.15
56	1500.50	150.3	10.15	15203.15
57	1525.50	152.3	10.15	15408.65
58	1550.50	155.3	10.15	15708.65
59	1575.50	157.3	10.15	15913.15
60	1600.50	160.3	10.15	16213.15
61	1625.50	162.3	10.15	16418.65
62	1650.50	165.3	10.15	16718.65
63	1675.50	167.3	10.15	16923.15
64	1700.50	170.3	10.15	17223.15
65	1725.50	172.3	10.15	17428.65
66	1750.50	175.3	10.15	17728.65
67	1775.50	177.3	10.15	17933.15
68	1800.50	180.3	10.15	18233.15
69	1825.50	182.3	10.15	18438.65
70	1850.50	185.3	10.15	18738.65
71	1875.50	187.3	10.15	18943.15
72	1900.50	190.3	10.15	19243.15
73	1925.50	192.3	10.15	19448.65
74	1950.50	195.3	10.15	19748.65
75	1975.50	197.3	10.15	19953.15
76	2000.50	200.3	10.15	20253.15
77	2025.50	202.3	10.15	20458.65
78	2050.50	205.3	10.15	20758.65
79	2075.50	207.3	10.15	20963.15
80	2100.50	210.3	10.15	21263.15
81	2125.50	212.3	10.15	21468.65
82	2150.50	215.3	10.15	21768.65
83	2175.50	217.3	10.15	21973.15
84	2200.50	220.3	10.15	22273.15
85	2225.50	222.3	10.15	22478.65
86	2250.50	225.3	10.15	22778.65
87	2275.50	227.3	10.15	22983.15
88	2300.50	230.3	10.15	23283.15
89	2325.50	232.3	10.15	23488.65
90	2350.50	235.3	10.15	23788.65
91	2375.50	237.3	10.15	23993.15
92	2400.50	240.3	10.15	24293.15
93	2425.50	242.3	10.15	24498.65
94	2450.50	245.3	10.15	24798.65
95	2475.50	247.3	10.15	24903.15
96	2500.50	250.3	10.15	25203.15
97	2525.50	252.3	10.15	25408.65
98	2550.50	255.3	10.15	25708.65
99	2575.50	257.3	10.15	25913.15
100	2600.50	260.3	10.15	26213.15
101	2625.50	262.3	10.15	26418.65
102	2650.50	265.3	10.15	26718.65
103	2675.50	267.3	10.15	26923.15
104	2700.50	270.3	10.15	27223.15
105	2725.50	272.3	10.15	27428.65
106	2750.50	275.3	10.15	27728.65
107	2775.50	277.3	10.15	27933.15
108	2800.50	280.3	10.15	28233.15
109	2825.50	282.3	10.15	28438.65
110	2850.50	285.3	10.15	28738.65
111	2875.50	287.3	10.15	28943.15
112	2900.50	290.3	10.15	29243.15
113	2925.50	292.3	10.15	29448.65
114	2950.50	295.3	10.15	29748.65
115	2975.50	297.3	10.15	29953.15
116	3000.50	300.3	10.15	30253.15
117	3025.50	302.3	10.15	30458.65
118	3050.50	305.3	10.15	30758.65
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120	3100.50	310.3	10.15	31263.15
121	3125.50	312.3	10.15	31468.65
122	3150.50	315.3	10.15	31768.65
123	3175.50	317.3	10.15	31973.15
124	3200.50	320.3	10.15	32273.15
125	3225.50	322.3	10.15	32478.65
126	3250.50	325.3	10.15	32778.65
127	3275.50	327.3	10.15	32983.15
128	3300.50	330.3	10.15	33283.15
129	3325.50	332.3	10.15	33488.65
130	3350.50	335.3	10.15	33788.65
131	3375.50	337.3	10.15	33993.15
132	3400.50	340.3	10.15	34293.15
133	3425.50	342.3	10.15	34498.65
134	3450.50	345.3	10.15	34798.65
135	3475.50	347.3	10.15	34903.15
136	3500.50	350.3	10.15	35203.15
137	3525.50	352.3	10.15	35408.65
138	3550.50	355.3	10.15	35708.65
139	3575.50	357.3	10.15	35913.15
140	3600.50	360.3	10.15	36213.15
141	3625.50	362.3	10.15	36418.65
142	3650.50	365.3	10.15	36718.65
143	3675.50	367.3	10.15	36923.15
144	3700.50	370.3	10.15	37223.15
145	3725.50	372.3	10.15	37428.65
146	3750.50	375.3	10.15	37728.65
147	3775.50	377.3	10.15	37933.15
148	3800.50	380.3	10.15	38233.15
149	3825.50	382.3	10.15	38438.65
150	3850.50	385.3	10.15	38738.65
151	3875.50	387.3	10.15	38943.15
152	3900.50	390.3	10.15	39243.15
153	3925.50	392.3	10.15	39448.65
154	3950.50	395.3	10.15	39748.65
155	3975.50	397.3	10.15	39953.15
156	4000.50	400.3	10.15	40253.15
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160	4100.50	410.3	10.15	41263.15
161	4125.50	412.3	10.15	41468.65
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172	4400.50	440.3	10.15	44293.15
173	4425.50	442.3	10.15	44498.65
174	4450.50	445.3	10.15	44798.65
175	4475.50	447.3	10.15	44903.15
176	4500.50	450.3	10.15	45203.15
177	4525.50	452.3	10.15	45408.65
178	4550.50	455.3	10.15	45708.65
179	4575.50	457.3	10.15	45913.15
180	4600.50	460.3	10.15	46213.15
181	4625.50	462.3	10.15	46418.65
182	4650.50	465.3	10.15	46718.65
183	4675.50	467.3	10.15	46923.15
184	4700.50	470.3	10.15	47223.15
185	4725.50	472.3	10.15	47428.65
186	4750.50	475.3	10.15	47728.65
187	4775.50	477.3	10.15	47933.15
188	4800.50	480.3	10.15	48233.15
189	4825.50	482.3	10.15	48438.65
190	4850.50	485.3	10.15	48738.65
191	4875.50	487.3	10.15	48943.15
192	4900.50	490.3	10.15	49243.15
193	4925.50	492.3	10.15	49448.65
194	4950.50	495.3	10.15	49748.65
195	4975.50	497.3	10.15	49953.15
196	5000.50	500.3	10.15	50253.15
197	5025.50	502.3	10.15	50458.65
198	5050.50	505.3	10.15	50758.65
199	5075.50	507.3	10.15	50963.15
200	5100.50	510.3	10.15	51263.15
201	5125.50	512.3	10.15	51468.65
202	5150.50	515.3	10.15	51768.65
203	5175.50	517.3	10.15	51973.15
204	5200.50	520.3	10.15	52273.15
205	5225.50	522.3	10.15	52478.65
206	5250.50	525.3	10.15	52778.65
207	5275.50	527.3	10.15	52983.15
208	5300.50	530.3	10.15	53283.15
209	5325.50	532.3	10.15	53488.65
210	5350.50	535.3	10.15	53788.65
211	5375.50	537.3	10.15	53993.15
212	5400.50	540.3	10.15	54293.15
213	5425.50	542.3	10.15	54498.65
214	5450.50	545.3	10.15	54798.65
215	5475.50	547.3	10.15	54903.15
216	5500.50	550.3	10.15	55203.15
217	5525.50	552.3	10.15	55408.65
218	5550.50	555.3	10.15	55708.65
219	5575.50	557.3	10.15	55913.15
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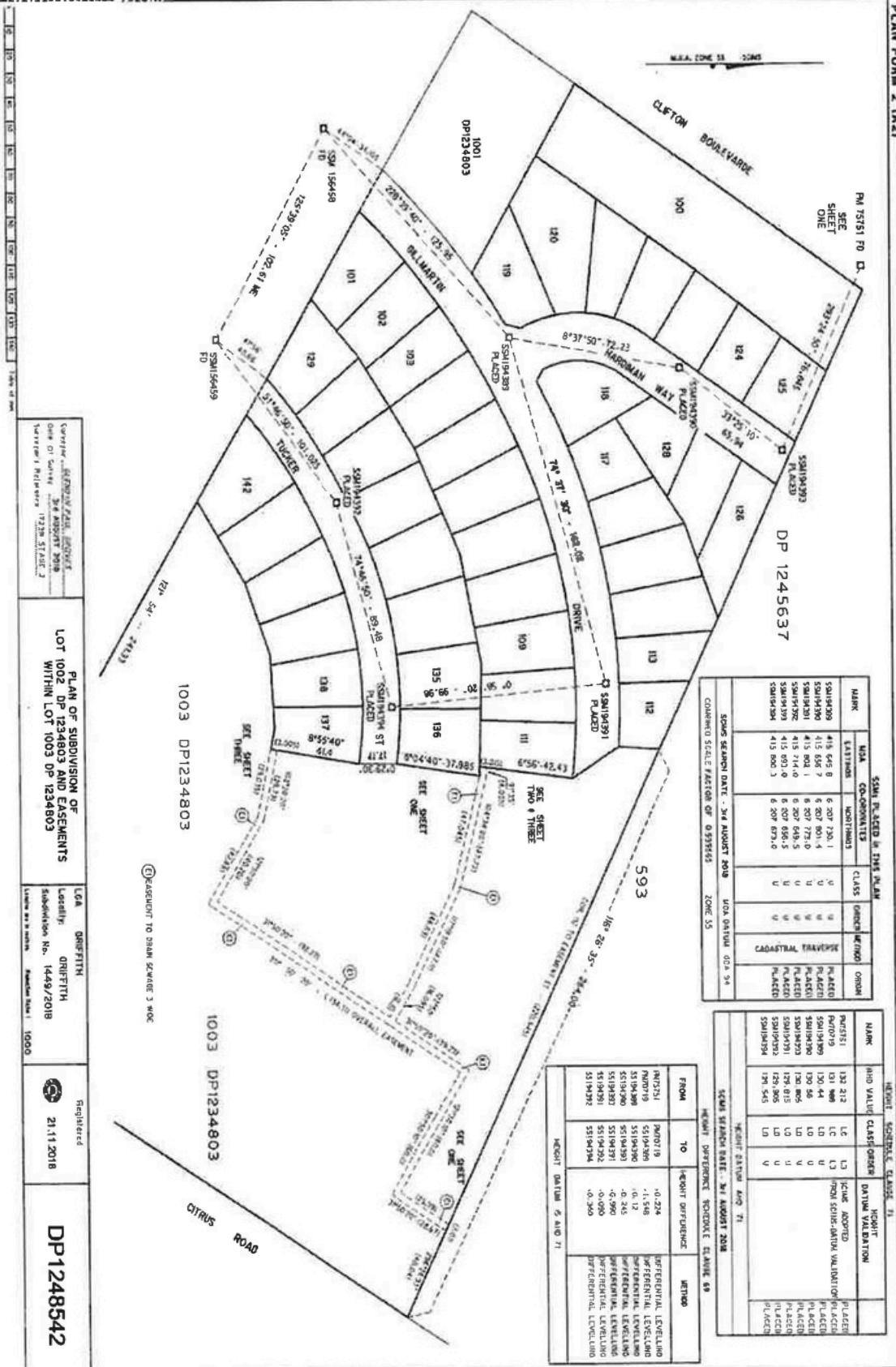


PLAN OF SUBDIVISION OF EASEMENTS
LOT 1002 DP 1234803 AND EASEMENTS
WITHIN LOT 1003 DP 1234803
 SHERWIN & SHERWIN P.A. 2016
 311 AUGUST 2016
 DATE OF REVIEW
 SURVEY & REFERENCE 12345678

PLAN FORM 2 (A2) DP1248542

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 4 of 4 sheets



SSM PLACED IN THIS PLAN					
NAME	NOA	CO-OWNERS	CLASS	PERIOD	ORIGIN
SSM194390	415 645 8	6 207 720.1	U	U	PLACED
SSM194390	415 645 7	6 207 720.1	U	U	PLACED
SSM194391	415 602.1	6 207 720.1	U	U	PLACED
SSM194392	415 714.0	6 207 694.5	U	U	PLACED
SSM194393	415 693.0	6 207 694.5	U	U	PLACED
SSM194394	415 600.3	6 207 673.0	U	U	PLACED
CADASTRAL TRAVEL					
SSM194391	PLACED				
SSM194392	PLACED				
SSM194393	PLACED				
SSM194394	PLACED				

HEIGHT DIFFERENCE TO DATE 69			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM194391	SSM194390	-0.024	DIFFERENTIAL LEVELLING
SSM194390	SSM194391	-0.024	DIFFERENTIAL LEVELLING
SSM194391	SSM194392	-0.345	DIFFERENTIAL LEVELLING
SSM194392	SSM194391	-0.345	DIFFERENTIAL LEVELLING
SSM194391	SSM194393	-0.090	DIFFERENTIAL LEVELLING
SSM194393	SSM194391	-0.090	DIFFERENTIAL LEVELLING
SSM194391	SSM194394	-0.340	DIFFERENTIAL LEVELLING
SSM194394	SSM194391	-0.340	DIFFERENTIAL LEVELLING

HEIGHT DIFFERENCE TO DATE 71			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM194391	SSM194390	-0.024	DIFFERENTIAL LEVELLING
SSM194390	SSM194391	-0.024	DIFFERENTIAL LEVELLING
SSM194391	SSM194392	-0.345	DIFFERENTIAL LEVELLING
SSM194392	SSM194391	-0.345	DIFFERENTIAL LEVELLING
SSM194391	SSM194393	-0.090	DIFFERENTIAL LEVELLING
SSM194393	SSM194391	-0.090	DIFFERENTIAL LEVELLING
SSM194391	SSM194394	-0.340	DIFFERENTIAL LEVELLING
SSM194394	SSM194391	-0.340	DIFFERENTIAL LEVELLING

Surveyed and approved by the Surveyor-General
 Date of Survey: 24 August 2018
 Surveyor's Reference: 1234 STAGE 2

PLAN OF SUBDIVISION OF
 LOT 1002 DP 1234803 AND EASEMENTS
 WITHIN LOT 1003 DP 1234803

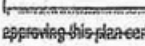
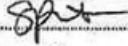
LOCAL GOVERNMENT
 Council: GRIFTTH
 Subdivision No. 1449/2018

Registered
 21.11.2018

DP1248542

Microsoft Word - 17238 stage 2 collina ADMIN SH1 10 15-06-18

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PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered:  21.11.2018 Title System: TORRENS		Office Use Only DP1248542 Office Use Only	
PLAN OF SUBDIVISION OF LOT 1002 DP1234803 AND EASEMENTS WITHIN LOT 1003 DP1234803		LGA: GRIFFITH Locality: GRIFFITH Parish: WYANGAN County: COOPER	
Survey Certificate I, GLENDYN PAUL GROVES OF ESLERS LAND CONSULTING, 64 HAMMOND AVE WAGGA WAGGA 2650 a surveyor registered under the Surveying and Spatial Information Act 2002, certify that: (a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on 3 rd AUGUST 2018...or (b) The part of the land shown in the plan (being/excluding was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on the part not surveyed was completed in accordance with that Regulation, or (c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line: X (PM 70719) TO Y (PM 75751) Type: Urban/Rural The terrain is Level/Undulating / Steep/Mountainous. Signature:  Dated: 12.9.18 Surveyor Identification No: 1153 Surveyor registered under the Surveying and Spatial Information Act 2002 *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Grown Lands NSW/Western Lands Office Approval I,  (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	
Plans used in the preparation of survey/compilation: DP1234803, DP827055, DP1207513, DP1122792, DP1019605, DP1100073, DP720476, DP1035343, DP1173546, DP821560, DP1134759, C7116.1804		Subdivision Certificate I, STEGU PARISOTTO Authorised Person/General Manager/Approved Officer, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: GRIFFITH CITY COUNCIL Date of endorsement: 26 OCTOBER 2018 Subdivision Certificate number: 1449/2018 File number: DA 224/2016 *Strike through if inapplicable.	
Statements of Intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE THE EXTENSION OF GILLMARTIN DRIVE, AND THE EXTENSION OF TUCKER STREET AND HARDIMAN WAY SUBJECT TO EXISTING EASEMENT FOR DRAINING OF WATER 3 WIDE BY DP835907, G.G.01-06-1984, TO THE PUBLIC AS PUBLIC ROAD.		Surveyor's Reference: 17238 STAGE 2 Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

02/01/2011

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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

Office Use Only	Office Use Only
Registered:  21.11.2018	DP1248542
PLAN OF SUBDIVISION OF LOT 1002 DP1234803 AND EASEMENTS WITHIN LOT 1003 DP1234803	
Subdivision Certificate number: <u>1449/2018</u> Date of Endorsement: <u>26 OCTOBER 2018</u>	
This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	

PURSUANT TO SECTION 88B, OF CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:-

- 1) EASEMENT TO DRAIN SEWAGE 3.0 WIDE
- 2) EASEMENT TO DRAIN WATER 3.0 WIDE
- 3) EASEMENT TO DRAIN WATER 3.5 WIDE
- 4) EASEMENT TO DRAIN SEWAGE 3.5 WIDE
- 5) EASEMENT FOR UNDERGROUND POWERLINES 2.0 WIDE
- 6) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
- 7) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 2.0 WIDE
- 8) EASEMENT FOR UNDERGROUND POWERLINES 1.0 WIDE
- 9) RESTRICTIONS ON THE USE OF LAND
- 10) RESTRICTIONS ON THE USE OF LAND
- 11) RESTRICTIONS ON THE USE OF LAND

Mortgage under Mortgage No. AN118329 3AM951073
Signed at ALBURY this 1 day of November
2018 for National Australia Bank Limited ABN 12 004 044 937
by Archibald Paton its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level 3 Attorney Mr Paton
Witness Signature [Signature]
Witness Name Liberty Thompson
Witness Address 549 Kiama St. Albury NSW 2640

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17238 STAGE2

Nikon® Word® 17238 STAGE 2 collina ADMIN SHTS @ 15.11.18

PLAN FORM 6A (2017)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  21.11.2018

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 1002
DP1234803 AND EASEMENTS WITHIN LOT
1003 DP1234803

DP1248542

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 80(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

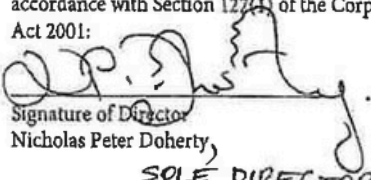
Subdivision Certificate number: 1449/2018

Date of Endorsement: 26 OCTOBER 2018

LOT STREET No. STREET NAME LOCALITY

100	N/A		CLIFTON BOULEVARDE	GRIFFITH
101	52		GILLMARTIN DRIVE	GRIFFITH
102	54		GILLMARTIN DRIVE	GRIFFITH
103	56		GILLMARTIN DRIVE	GRIFFITH
104	58		GILLMARTIN DRIVE	GRIFFITH
105	60		GILLMARTIN DRIVE	GRIFFITH
106	62		GILLMARTIN DRIVE	GRIFFITH
107	64		GILLMARTIN DRIVE	GRIFFITH
108	66		GILLMARTIN DRIVE	GRIFFITH
109	68		GILLMARTIN DRIVE	GRIFFITH
110	70		GILLMARTIN DRIVE	GRIFFITH
111	72		GILLMARTIN DRIVE	GRIFFITH
112	73		GILLMARTIN DRIVE	GRIFFITH
113	71		GILLMARTIN DRIVE	GRIFFITH
114	69		GILLMARTIN DRIVE	GRIFFITH
115	87		GILLMARTIN DRIVE	GRIFFITH
116	85		GILLMARTIN DRIVE	GRIFFITH
117	63		GILLMARTIN DRIVE	GRIFFITH
118	61		GILLMARTIN DRIVE	GRIFFITH
119	59		GILLMARTIN DRIVE	GRIFFITH
120	3		HARDIMAN WAY	GRIFFITH
121	5		HARDIMAN WAY	GRIFFITH
122	7		HARDIMAN WAY	GRIFFITH
123	9		HARDIMAN WAY	GRIFFITH
124	11		HARDIMAN WAY	GRIFFITH
125	13		HARDIMAN WAY	GRIFFITH
126	8		HARDIMAN WAY	GRIFFITH
127	6		HARDIMAN WAY	GRIFFITH
128	4		HARDIMAN WAY	GRIFFITH
129	41		TUCKER STREET	GRIFFITH
130	43		TUCKER STREET	GRIFFITH
131	45		TUCKER STREET	GRIFFITH
132	47		TUCKER STREET	GRIFFITH
133	49		TUCKER STREET	GRIFFITH
134	51		TUCKER STREET	GRIFFITH
135	53		TUCKER STREET	GRIFFITH
136	55		TUCKER STREET	GRIFFITH
137	44		TUCKER STREET	GRIFFITH
138	42		TUCKER STREET	GRIFFITH
139	40		TUCKER STREET	GRIFFITH
140	38		TUCKER STREET	GRIFFITH
141	36		TUCKER STREET	GRIFFITH
142	34		TUCKER STREET	GRIFFITH

EXECUTED for and on behalf of COLLINA
DEVELOPMENTS PTY LTD ACN 614 205 597 in
accordance with Section 127(1) of the Corporations
Act 2001:


Signature of Director

Nicholas Peter Doherty,

SOLE DIRECTOR

SOLE SECRETARY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17238 STAGE 2'

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
 OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF
 LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B, CONVEYANCING ACT, 1919**

Sheet 1 of 15

DP1248542

Plan of Subdivision of Lot 1002
 DP1234803 and Easements within
 Lot 1003 DP1234803 covered by
 Council's Certificate No. 1449 / 2018

Full name and address of the owner of the
 Land

COLLINA DEVELOPMENTS PTY LTD
ACN 614 205 597
 508 Macauley Street
 ALBURY NSW 2640

Part 1

Number of Item show in the intention panel on the plan.	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain sewage 3 wide (E1)	Lots 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 112, 113, 114, 118, 119, 120, 121, 122, 123, 125, 126, 127, 128, 137, 138, 139, 140, 141 & 142 and Lot 1003 DP1234803	Griffith City Council
2	Easement to drain water 3 wide (E2)	Lot 100 Lot 102 Lot 103	Every other Lot (excluding Lot 100) & Lot 1003 DP1234803 Every other Lot (excluding Lot 102) & Lot 1003 DP1234803 Every other Lot (excluding Lot 103) & Lot 1003 DP1234803

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF
LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
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Sheet 2 of 15

DP1248542

Plan of Subdivision of Lot 1002
DP1234803 and Easements within
Lot 1003 DP1234803 covered by
Council's Certificate No. 1449 / 2018

	Lot 104	Every other Lot (excluding Lot 104) & Lot 1003 DP1234803
	Lot 105	Every other Lot (excluding Lot 105) & Lot 1003 DP1234803
	Lot 106	Every other Lot (excluding Lot 106) & Lot 1003 DP1234803
	Lot 107	Every other Lot (excluding Lot 107) & Lot 1003 DP1234803
	Lot 108	Every other Lot (excluding Lot 108) & Lot 1003 DP1234803
	Lot 109	Every other Lot (excluding Lot 109) & Lot 1003 DP1234803
	Lot 126	Every other Lot (excluding Lot 126) & Lot 1003 DP1234803
	Lot 127	Every other Lot (excluding Lot 127) & Lot 1003 DP1234803
	Lot 128	Every other Lot (excluding Lot 128) & Lot 1003 DP1234803
	Lot 137	Every other Lot (excluding Lot 137) & Lot 1003 DP1234803
	Lot 138	Every other Lot (excluding Lot 138) & Lot 1003 DP1234803



ePlan

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DP1248542

Plan of Subdivision of Lot 1002
 DP1234803 and Easements within
 Lot 1003 DP1234803 covered by
 Council's Certificate No. 1449/2018

		Lot 139	Every other Lot (excluding Lot 139) & Lot 1003 DP1234803
		Lot 140	Every other Lot (excluding Lot 140) & Lot 1003 DP1234803
		Lot 141	Every other Lot (excluding Lot 141) & Lot 1003 DP1234803
		Lot 142	Every other Lot (excluding Lot 142) & Lot 1003 DP1234803
		~~Lot 1003~~	~~Every Lot~~
		~~DP1234803~~	
3	Easement to drain water 3.5 wide (E3)	Lot 110	Every other Lot (excluding Lot 110) & Lot 1003 DP1234803
		Lot 111	Every other Lot (excluding Lot 111) & Lot 1003 DP1234803
4	Easement to drain sewage 3.5 wide (E4)	Lots 110 and 111	Griffith City Council
5	Easement for underground powerlines 2 wide (E5)	Lot 1003 DP1234803	Essential Energy
6	Easement for multi-purpose electrical installation 4.2 wide (E6)	Lot 1003 DP1234803	Essential Energy
7	Easement for multi-purpose electrical installation 2.0 wide (E7)	Lot 1003 DP1234803	Essential Energy
8	Easement for underground powerlines 1 wide (E8)	Lots 100 & 125	Essential Energy

20.11.18

ePlan

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DP1248542

Plan of Subdivision of Lot 1002
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 Lot 1003 DP1234803 covered by
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9	Restriction on the Use of Land	Lots 101 to 117 (inclusive) and Lots 120 to 128 (inclusive) Lots 129 to 142 (inclusive)	Griffith City Council
10	Restriction on the Use of Land	Lots 101 to 142 (inclusive)	Every other lot
11	Restriction on the Use of Land	Lots 100 to 142 (inclusive)	Every other lot

Part 2

1. Terms of easement numbered 2 in the abovementioned Plan

The person who is at any time entitled to an estate or interest in possession in the benefited lot may exercise the rights expressed in Part 3 of Schedule 8 of the *Conveyancing Act 1919* as if the same were inserted herein.

2. Terms of easement numbered 3 in the abovementioned Plan

The person who is at any time entitled to an estate or interest in possession in the benefited lot may exercise the rights expressed in Part 3 of Schedule 8 of the *Conveyancing Act 1919* as if the same were inserted herein.

3. Terms of easement numbered 5 in the abovementioned Plan

Easement for underground powerlines 2 wide as set out in Part B of Memorandum AG189384 ~~as registered at LRS.~~

4. Terms of easement numbered 6 in the abovementioned Plan

Easement for multi-purpose electrical installation 4.2 wide as set out in Part C of Memorandum AG189384 ~~as registered at LRS.~~

5. Terms of easement numbered 7 in the abovementioned Plan

Easement for multi-purpose electrical installation 2.0 wide as set out in Part C of Memorandum AG189384 ~~as registered at LRS.~~

ePlan

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DP1248542

Plan of Subdivision of Lot 1002
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6. Terms of easement numbered 8 in the abovementioned Plan

Easement for underground powerlines 1 wide as set out in Part B of Memorandum
AG189384 ~~as registered at LRS~~

7. Terms of restriction on use numbered 9 in the abovementioned Plan

The owner of the lot burdened must not erect more than one residence comprising a
single dwelling on the lot.

*Name of person empowered to release, vary or modify restrictions on use of land
numbered 9 in the abovementioned Plan*

*Griffith City Council or its successor or any person duly delegated by it to act on its
behalf.*

8. Terms of restriction on use of land numbered 10 in the abovementioned Plan

8.1 Restriction

No development on a lot hereby burdened shall be carried out or permitted to
remain on a lot except development carried out in accordance with the Design
Guidelines set out in clause 8.5 below (Guidelines).

8.2 The Design Review Committee (DRC)

The Design Review Committee (DRC) has been established to offer the
necessary guidance for understanding and implementing the Guidelines for
those who decide to enjoy the Riverina Grove Estate lifestyle opportunity. The
DRC will ensure the quality and assets of the Riverina Grove Estate, including
(but not limited to) that land in the abovementioned Plan (Development) are
protected through the entire stages of the development.

The DRC will consist of members nominated by Collina Developments Pty Ltd
(Developer).

8.3 Overview to Guidelines

These Guidelines are binding on all owners and occupiers within the
Development and are subject to and do not override local statutory
requirements.

8.4 The Approval Process

- (a) All owners and occupiers must first comply with all local and state
Planning and Building rules and regulations.



ePlan

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Plan of Subdivision of Lot 1002
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- (b) All owners and occupiers must:
 - (i) comply with the Guidelines; and
 - (ii) seek approval from the DRC for any proposed deviation from the Guidelines before submitting a Development Application or Building Application to Griffith City Council or a Private Certifier.
- (c) The DRC reserves the right to consider and approve, in its absolute discretion, any proposal that is not compliant with the Guidelines on the merits of the design concept and on a case-by-case basis.

8.5 Guidelines

(a) Siting

- (i) Buildings are to be sited to comply with the Griffith City Council requirements.
- (ii) Setbacks apply to all verandas, pergolas and outbuildings.

(b) Building Requirements

(i) Height

All dwellings must be limited to a maximum height of 2 storey's (i.e. double storey).

(ii) Size

The minimum dwelling size constructed on any lot (excluding lots 118 and 119), excluding garages, balconies and verandas is to be 145m².

(iii) Walls

All dwellings must be constructed substantially of brick, brick veneer, smooth face stone blocks, concrete or other masonry material with a bagged or rendered finish.

Other lightweight finishes may be utilised, such as; rendered polystyrene foam cladding, weatherboard or FRC, and color bond, if used as features only and in keeping with the architectural theme.



ePlan

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(iv) Roofs

Roof forms will typically be hip and valley roofs with some feature gable ends.

Roofs must have a minimum pitch of 20 degrees.

Where the design requires a parapet or a lower single storey roofline, mono-pitch roofs may be used, with a minimum pitch of 5 degrees

Roofs must be non-reflective.

(v) Verandas, Decks and other related Design Elements

Architectural elements such as terraces, verandas, entry porticos and pergolas are to be utilised to create diversity in the streetscape. These elements must be detailed and designed to match the overall architectural style of the streetscape proposal.

(vi) Garages and Visitor Parking

Garage frontage shall be limited to 3 car width.

Garages must be designed in a manner that reduces their streetscape impact so that they are not considered a dominating element in the façade of the home.

(vii) Driveways

Approved finishes for driveway:

- A. Exposed aggregate
- B. Coloured or stenciled concrete
- C. Clay paving
- D. Bitumen – black or terracotta
- E. Natural Grey Concrete.

(viii) Plumbing

Gutters and down pipes must be pre-finished and sealed. All plumbing must be concealed.



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DP1248542

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(ix) Glass

Reflective glass is not permitted.

(x) Service Areas

All service areas must be positioned to the rear of the main building and be obscured from view from the public road. This includes washing lines, rubbish bin storage and wood storage.

(c) Fences

(i) Front Fencing

Front fencing will be permitted forward of the main dwelling provides that these fences are a minimum 40% transparent.

The maximum height of a front fence is 1800 mm.

The front fence may be constructed of face brick, stonework, rendered brick or open powder coated steel, and articulated every 6m. The fence colour must complement the colour of the main dwelling.

All proposals for front fencing must be submitted to the DRC for approval.

(ii) Side and rear fencing

Side and rear fencing must be a height of 1.8m, and may drop down to 1m forward of the main building

Fencing must be selected Colorbond steel panels, Colorbond "Grey Ridge" in colour, brush fencing, face brick or rendered brick.

(d) Ancillary Structures

(iii) Out buildings and Structures

Sheds and any other structure, such as a gazebo or freestanding pergola may be permitted, subject to the DRC's approval.



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(iv) Material and Colour

All outbuildings, sheds and other structures must be constructed in a style, proportion, material and colour that complements the main dwelling and adheres to the Guidelines for material and colour for the dwellings.

Sheds may be constructed of Colorbond steel sheet for walls and roof, in an earthy colour that complements the main dwelling.

(v) Air Conditioners

Any air conditioner must be positioned appropriately to minimise visibility from the street.

(vi) Solar Water Heaters

Any solar hot water panels must be positioned appropriately to minimise visibility from the street.

(vii) Water Tanks

Any water tanks must be positioned appropriately to minimise visibility from the street.

(viii) Satellite Dishes and Antennae

Any satellite dishes or antennae must be positioned appropriately to minimise visibility from the street.

(ix) Letterboxes

Any letterbox must be consistent with the materials and colour of the main residence.

Any letterbox must be located on or immediately adjacent to the front boundary and driveway.

(e) Other Items

(i) Lighting

Lighting to the front of lots must be appropriately located and compatible with the other streetscape elements. Security lighting must be directed downwards and should be shielded to avoid glare visible to adjoining lots.

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Flood lighting to the rear of lots will not be permitted where it adversely affects adjacent lots or open spaces.

(ii) Other Structures

Clotheslines, hot water systems and bin receptacles must be placed to minimise visibility from the street.

(iii) Material Storage

No material is to be stored on a lot unless it is in a neat and tidy manner.

No lot shall be used for the storage of dangerous goods or materials or other items or materials that may be described as "junk" or "rubbish", except materials used for building or landscaping during the course of construction.

(iv) Demountable and Mobile Homes

No demountable, mobile or kit homes may be erected on any lot.

(v) Use of Land, Buildings or Other Structures

A main building erected on a lot must be used for the sole purpose of a detached residential dwelling.

No garage, shed or barn shall be used for accommodation.

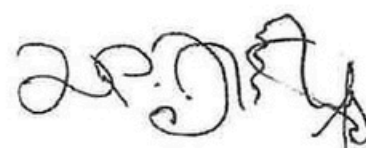
Mobile homes, caravans, tents or any other mobile accommodation may not be used for accommodation purposes while located on a lot.

No trade, business, or activity of any kind, which may be considered offensive or injurious to the amenity of the neighbourhood, shall be permitted on a lot.

No building shall be used for any commercial, manufacturing, industrial or retail purpose.

No offensive or noisy trade or activity, including the breeding, training and kenneling of dogs may be carried out on any lot.

Home-based businesses may be permitted, subject to approval from Griffith City Council and the DRC.



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(vi) Advertising and Signage

No advertisement, signage, hoarding or similar may be erected on
any lot.

Name of person empowered to release, vary or modify restrictions on use of land
numbered 10 in the abovementioned Plan

Collina Developments Pty Ltd ACN 614 205 597 or its successor or any person duly
delegated by it to act on its behalf.

9. Terms of restriction on use of land numbered 11 in the abovementioned Plan

No fence shall be erected upon any lot herein to divide it from any adjoining land
during the ownership of such adjoining land by Collina Developments Pty Ltd
without its consent, but such consent shall not be withheld if such fence is erected
without expense to it or its assigns other than purchasers upon sale, and for the
purposes of any person dealing with the registered proprietor of any lot from time to
time, such consent shall be deemed to have been given with respect to any fence
for the time being erected.

Name of person empowered to release, vary or modify restrictions on use of land
numbered 11 to in the abovementioned Plan

Collina Developments Pty Ltd ACN 614 205 597 or its successor or any person duly
delegated by it to act on its behalf.



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Plan of Subdivision of Lot 1002
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EXECUTED for and on behalf of
COLLINA DEVELOPMENTS PTY LTD
ACN 614 205 597 in accordance with
Section 127(1) of the *Corporations Act*
2001:

Signature of Director

Name of Director



Signature of Director/Secretary

N. DOHERTY

Name of Director/Secretary

SOLE DIRECTOR / SOLE
SECRETARY



ePlan

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MORTGAGEE EXECUTION:

Mortgagee under Mortgage No. AN778309 13 AM951073
Signed at Albury this 1 day of November
2018 for National Australia Bank Limited ABN 12 004 044 937
by Archibald Paton its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level 3 Attorney [Signature]
Witness Signature [Signature]
Witness Name Liberty Thompson
Witness Address 549 Kiara St. Albury NSW 2640

[Signature]

ePlan

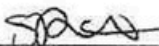
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Plan of Subdivision of Lot 1002
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SIGNED by GRIFFITH CITY COUNCIL
by its authorised delegate pursuant to s.
377 Local Government Act 1993:



Signature of Authorised Delegate

STEVEN PRASOTTO

Name of Authorised Delegate

I certify that I am an eligible witness and
that the delegate signed by my presence:



Signature of Witness

CAROL POTGETER

Name of Witness

1 BENDERBURY STREET GRIFFITH.

Address of Witness



ePlan

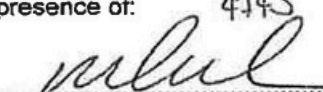
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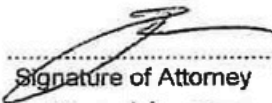
Plan of Subdivision of Lot 1002
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Council's Certificate No. 1449/2018

EXECUTED by **ESSENTIAL ENERGY**,
by its duly appoints attorney under Power
of Attorney Book ~~4677~~ No ~~684~~ in the
presence of: 4745 85


Signature of Witness

Melinda White
Name of Witness

8 Buller Street
Port Macquarie
Address of Witness


Signature of Attorney

Martin English
Name of Attorney

Head of Legal
Title of Attorney

REGISTERED



21.11.2018



RP 63



S 750000 B

MEMORANDUM

OFFICE USE ONLY

	of	
\$		

Insert name of relevant bank, building society, or other mortgagee, lessor, firm &c.

Insert nature of document which will refer to this memorandum.

To be signed by the authorised officer for the lessor, mortgagee, chargee &c.

Clauses are to be numbered consecutively from number 1.

On behalf of the Registrar General

I certify that this memorandum (comprising one page(s)), contains the ~~provisions which are deemed to be incorporated in such~~ reservations, exceptions, and conditions which are deemed to be set out at length in such folios of the Register as refer to this memorandum. *See*
also refer to this memorandum

Colwright
Signature of Authorised Officer

1. The reservation and exception to the Crown of:-

- (a) all minerals which the said land contains.
- (b) all such parts and so much of the land as may thereafter be required for public ways in over and through the same by the Crown with full power for the Crown and such person or persons as shall be duly authorised in that behalf to make and conduct all such public ways and the right of full and free ingress egress and regress into out of and upon the land for the purpose aforesaid.

2. Condition charging land.

The said land is charged with the payment to the State Bank of New South Wales, or its successors, of so much of any rate or charge levied under the Irrigation Act, 1912, as is due in respect of water rights which are a fixed charge on the land or for water supplied in respect of water rights attached to the said land which are not a fixed charge.

THE STANDARD MARGINS, QUALITY OF PAPER &c., PRESCRIBED BY REGULATION 6, REAL PROPERTY ACT REGULATIONS, 1970 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.

TO BE COMPLETED BY LODGING PARTY

Insert the name, postal address or Document Exchange reference, telephone number and delivery box number.

LODGED BY REGISTRAR-GENERAL

Delivery Box Number

Filed in the Office of the REGISTRAR GENERAL on 29/10/1981.

Ken
Registrar General



RP 63



S 750000 A

MEMORANDUM

OFFICE USE ONLY	
of	
\$	✓

Insert name of relevant bank, building society, or other mortgagee, lessor, firm &c.

Insert nature of document which will refer to this memorandum.

To be signed by the authorised officer for the lessor, mortgagee, charges &c.

Clauses are to be numbered consecutively from number 1.

On behalf of the Registrar General I certify that this memorandum (comprising two page(s)), contains the ~~provisions which are deemed to be incorporated in such conditions (including special conditions) and provisions which are deemed to be set out at length in such folios of the Register as refer to this memorandum.~~ ^{as set out in this memorandum}

Cowdrey
Signature of Authorised Officer

To be read and construed in conjunction with the provisions of the Crown Lands Consolidation Act, 1913.

Clause 1:

The holder shall pay to the State Bank of New South Wales under such terms and conditions as it may deem fit to impose charges in respect of the period of his occupation of the land under special arrangements in accordance with the permissive occupancy granted to him.

Clause 2:

For the purpose of determining the existence or non-existence of a water-table on the land the holder shall from time to time as and when directed by the Water Resources Commission, and at his own expense make borings at such places to such depths and within such times as may be specified by the Commission and shall not destroy, damage, or fill in any bore so made without first obtaining the written consent of the Commission.

THE STANDARD MARGINS, QUALITY OF PAPER &C, PRESCRIBED BY REGULATION 6, REAL PROPERTY ACT REGULATIONS, 1970 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.

Clause 3:

The holder shall not cause or permit any waste matter or waste water resulting from the carrying on of any industrial or like process, operation or activity on the holding to enter into any drain or other work operated or controlled by the Water Resources Commission and shall ensure that such waste matter and waste water are disposed of within the boundaries of the holding unless satisfactory arrangements for disposal elsewhere shall have first been made by the holder with the Commission.

Clause 4:

The holder shall permit the Water Resources Commission to install a meter for the measurement of water usage in the delivery line of the pumping supply to the holding and shall grant to the Commission or persons authorized on its behalf full, free and uninterrupted access for the purpose of reading, operating, maintaining, altering, regulating, repairing, replacing or removing such meter.

Clause 5:

Irrigation drainage water which cannot either be led into the Water Resources Commission's drainage works or, where permitted, pumped into adjacent supply channels, shall be contained within the holding and the holder shall, at his own expense, construct works satisfactory to the Commission to enable retention of such water within the holding.

Clause 6:

All drainage or other water shall be contained within the holding and the holder shall, at his own expense, construct works satisfactory to the Water Resources Commission to enable retention of such water within the holding.

Clause 7:

The part of the land to be developed to horticulture or planted to fruit trees or vines shall be confined to the area below the contour line directed by the Water Resources Commission.

TO BE COMPLETED BY LODGING PARTY

Insert the name, postal address or Document Exchange reference, telephone number and delivery box number.

LODGED BY REGISTRAR-GENERAL

Delivery Box Number

Filed in the Office of the REGISTRAR GENERAL
on 29 / 10 / 1981.

[Signature]



Registrar General

MEMORANDUM (continued)

Clause 8:

The holder shall, fence the boundaries of the said land with substantial fencing of good material and workmanship: Provided that if at any time the Water Resources Commission considers that the fencing on any boundary is unsatisfactory, or there is no fencing on any boundary or part thereof, the holder shall erect fencing of such class and material and within such period as the Commission may direct in a written notification to him.

Clause 9:

In the event of improvement effected on the land by the holder being reduced in value other than by fair wear and tear, to less than the value specified in the folio of the Register the holder shall within such time as the Water Resources Commission may determine and notify to him in writing and to its satisfaction, effect improvements so that the value of improvements on the land shall not be less than the said specified value.

Clause 10:

The holder shall not remove, or permit or cause to be removed, from the land any soil sand or like material without the written consent of the Water Resources Commission being first had and obtained.

Clause 11:

The land shall be watered only by spray or sprinkler irrigation systems.

Clause 12:

Planting lines on the land shall be established only on the true contour.

Clause 13:

The holder shall take reasonable and sufficient measures to preserve and maintain the existing soil erosion works on the land or any extension of such works and shall extend such works at his own expense in accordance with any written direction given to him by the Water Resources Commission AND when called upon by the Commission so to do shall execute a deed of release and indemnity to be prepared by the Commission and in terms satisfactory to it indemnifying the Commission and its successors from and against all claims for damage for personal injury or damage to property arising out of or in any manner connected with such soil erosion control works whether or not they be works carried out by the Commission AND in the event that the holder shall transfer the whole or any part of the holding or of any additional lands attached to the holding shall when called upon by the Commission so to do procure from such transferee a covenant in form approved by the Commission to execute a deed of release and indemnity in favour of the Commission in like form to the deed of release and indemnity hereinbefore referred to.

Clause 14:

Provision for subsidence, flood etc.

The said land is subject to the condition that neither the person or persons registered as proprietor of the land on creation of a folio of the Register or to whom the land is sold, leased or otherwise disposed of by way of transfer, nor his her their or its sequels in title or any person at any time having any estate or interest in the land shall be entitled to make or prosecute any claim for damages or for suspension or abatement of any moneys payable to the Crown, the Water Resources Commission or the State Bank of New South Wales or to take any proceedings either by way of injunction or otherwise against the Crown, the said Commission or the Government of the State of New South Wales for or in respect of any damage or loss occasioned to the said land or any property building structure or thing thereon by subsidence flood storm or seepage soakage reflux presence overflow or oversupply of water however caused or arising and in particular and without prejudice to the generality of the foregoing subsidence flood storm or seepage soakage reflux presence overflow or oversupply of water which may from time to time or at any time in any manner whatsoever be caused by or arise out of the construction maintenance non-maintenance alteration and/or use of and/or addition to any works constructed or to be constructed under the "Barren Jack Dam and Murrumbidgee Canals Construction Act 1906" the "Murrumbidgee Irrigation Act 1910" the "Irrigation Act 1912" the "Blowering Dam Act 1951" the "Gogeldrie Weir and Main Diversion Canals Act 1957" the "River Murray Waters Act 1915" or the "Water Act 1912" or any amendments of the same or under any present or future statute for the conservation distribution and/or drainage of water or by the works constructed under any of such Acts or statutes being either wholly or in part destroyed damaged or affected by fire flood storm tempest or by any other happening or thing whatsoever.

coe Wright

THE STANDARD
MARGINS, QUALITY
OF PAPER &C.
PRESCRIBED BY
REGULATION 4,
REAL PROPERTY
ACT REGULATIONS,
1970 SHOULD BE
MAINTAINED IN
THIS FORM AND IN
ANY ANNEXURES.

(For continuation, see annexure(s) hereto)

REQUISITIONS ON TITLE

Purchaser:

Vendor: Karpit Bhogilal Patel and Dipal Karpit Patel

The following requisitions do not cover matters that are normally covered by pre contract enquiries, the law and the contract.

A vendor who supplies a deliberately false answer to a requisition is liable in damages for deceit if the answer is intended to, and does, induce the purchaser to complete. This extends not only to the original replies, but to situations where the vendor is unaware of the error when delivering answers but discovers the error before settlement and fails to disclose the truth to the purchaser.

All properties

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4. Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?

If strata/community title

1. Has the initial period expired?
2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners corporation, the community, and precinct or neighbourhood associations?

If rural

1. Are there any notices from neighbours or any public authorities requiring compliance?
 2. All agreements written, oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated, and plant and equipment not the subject of the sale removed from the property prior to completion.
 3. Are there any give and take fences?
-

-
4. Are there any agreements with neighbours relating to fencing?
 5. Are there any licences or agreements relating to pipelines, soil conservation or timber harvesting?
 6. Has the vendor any water licence or rights under the Water Management Act 2000?
Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?
 7. Are there any enclosure permits that attach to the property?
 8. Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?
 9. Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, threatened species, native vegetation conservation or National Parks and Wildlife?
 10. Is there any application to the Crown for purchase or conversion of a holding?
 11. Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?
 - 12.

If company title

1. Please provide evidence that the company has approved the sale of the shares to the purchaser which will be registered in the share register on presentation following settlement.
2. Have there been or are there any proposed changes to the constitution of the company that affect the right of occupation by the purchaser and the use and enjoyment of the hereditaments?
3. The financial records and books of the company will be inspected and must prove satisfactory and establish that the company is free of debt, that all levies on shareholders have been made and paid and that there is no action suit or proceeding by or against the company.
4. A copy of the constitution of the company must be provided together with copies of the minutes of the last general meeting and copies of any resolutions that might adversely affect the use and enjoyment of the property by the purchaser.

Noyce Salmon & D'Aquino
PO Box 1022
Griffith NSW 2680
09/06/2026



PLANNING CERTIFICATE under Section 10.7(2) & 10.7(5)

Environmental Planning and Assessment Act 1979

Applicant: Noyce Salmon & D'Aquino
PO Box 1022
GRIFFITH NSW 2680

Certificate number:	9672/2026	Certificate date:	05/06/2026
Receipt number:	2218063	Certificate fee:	\$178.00
Property Number:	321706	Applicant's reference:	, MC:SG:43178

DESCRIPTION OF PROPERTY

Title: LOT: 104 DP: 1248542
Property: 58 Gillmartin Drive GRIFFITH 2680

LAND TO WHICH CERTIFICATE RELATES

The land to which this certificate relates, being the lot or one of the lots described in the corresponding application, is shown in the Council's records as being situated at the street address described on page 1 of this certificate. The information contained in this certificate relates only to the lot described on the certificate. Where the street address comprises more than one lot in one or more deposited plans or strata plans, separate planning certificates should be obtained upon application for the other lots. Those certificates may contain different information than is contained in this certificate.

PART A: SECTION 10.7(2) DETAILS

In accordance with section 10.7(2) of the *Environmental Planning and Assessment Act 1979*, at the date of this certificate the following information is provided in respect of the prescribed matters to be included in a planning certificate.

1 NAMES OF RELEVANT ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS (Item 1 of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

(1) Environmental Planning Instruments

- a) The following is a list of Local Environmental Plans that apply to the Griffith City Council area.

Griffith Local Environmental Plan 2014 (Amendment No.7) as gazetted on 20 October 2023.

A copy of GLEP 2014 may be viewed at www.legislation.nsw.gov.au

- b) The following is a list of State Environmental Planning Policies and deemed State Environmental Planning Policies (formerly Regional Environmental Plans) that apply to the Griffith City Council area. The policy may or may not be specifically applicable to the land that is the subject of this certificate. You will need to examine the policy for the necessary details.

Any enquiries regarding State Environmental Planning Policies should be directed to the NSW Department of Planning and Environment website – www.planning.nsw.gov.au

SEPP	Exempt and Complying Development Code 2008
SEPP	Biodiversity & Conservation 2021
SEPP	Housing 2021
SEPP	Industry and Employment 2021
SEPP	Planning Systems 2021
SEPP	Precincts—Regional 2021
SEPP	Primary Production 2021
SEPP	Resilience and Hazards 2021
SEPP	Resources and Energy 2021
SEPP	Transport and Infrastructure 2021
SEPP	Sustainable Buildings 2022

(2) Proposed Environmental Planning Instruments

- a) There are no draft local environmental plans applying to the subject land.
- b) Any enquiries regarding the draft Environmental Planning Instruments should be directed to the NSW Department of Planning and Environment website – www.planning.nsw.gov.au. The following draft environmental planning instrument has been exhibited by the Department:

- Draft Environment SEPP

(3) Development Control Plans

The following Development Control Plans adopted by Griffith City Council are in force.

DCP No. 1	Non-Urban Development
DCP No. 3	Industrial Development
DCP No. 11	Urban Subdivision
DCP No. 19	Mixed Development
DCP No. 20	Off Street Parking (2011)
DCP	Residential Development (2020)

It should be noted that the relevance of some of the listed development control plans are dependent on the zoning of the land, the type of development proposed or the locality of the site.

2 ZONING AND LAND USE UNDER RELEVANT LOCAL ENVIRONMENTAL PLANS (Item

(a) Zoning

The subject land is within the **R1 – General Residential** zone as identified in the Land Use Table and on the zoning map.

1. Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To facilitate development of social and community infrastructure to meet the needs of future residents.
- To allow people to carry out a reasonable range of activities from their homes, if such activities do not adversely affect the living environment of neighbours.

- **Development that may be carried out within the zone without the need for development consent**
Environmental protection works; Home-based child care; Home occupations

2.

- **Development that may not be carried out within the zone except with development consent**

3. **~~Permitted with consent~~**
Attached dwellings; Boarding houses; Business premises; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Group homes; Home businesses; Home industries; Hostels; Kiosks; Multi dwelling housing; Neighbourhood shops; Neighbourhood supermarkets; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Restaurants or cafes; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified item 2 or 4

▪ **Development that is prohibited within the zone**

4. **~~Prohibited~~**
Advertising structures; Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Function centres; Funeral homes; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Hotel or motel accommodation; Industrial retail outlets; Industrial training facilities; Industries; Jetties; Local distribution premises; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Recreation facilities (major); Registered clubs; Research stations; Resource recovery facilities; Restricted premises; Retail premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies

(b) **Development standards applying to the land that fix the minimum land dimension for the erection of a dwelling house on the land**

The provisions of Part 4 of Griffith Local Environmental Plan 2014 sets down the principal development standards applying to the land including those that fix a minimum land dimension for the erection of a dwelling house on the land.

The Lot Size Map of Griffith Local Environmental Plan identifies that the minimum lot size for the subject land is:

- Area A 700m²

(c) **Conservation Areas**

No.

(d) Items of Environmental Heritage

No.

3. CONTRIBUTIONS PLANS (Item 3 of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

Contribution plans apply to the Griffith City Council Local Government Area.

From 1 July 2010 a contribution plan compiled in accordance with the provisions of Section 7.12 of the Environmental Planning and Assessment Act 1979 will apply.

4. COMPLYING DEVELOPMENT (Item 4 of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

- A. May complying development be carried on the land out under each of the codes for complying development because of the provisions of Clause 1.17A (1) (c) to (e), (2), (3) of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?

Complying development may be carried out on the land under each of the codes identified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

- B. May complying development may be carried out on the land under each of the codes for complying development because of the provisions of Clause 1.18(1)(c3) of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?

Complying development may be carried out on the land under each of the codes identified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

- C. May complying development may be carried out on the land under each of the codes for complying development because of the provisions of Clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?

This is land upon which complying development may be carried out under each of the codes for complying development because of the provisions of Clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

DISCLAIMER

Disclaimer: This certificate only addresses matters raised in Clause 1.17(1)(c) to (e), (2), (3), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure to comply with any other general requirements of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

5. ANNUAL CHARGES UNDER THE LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL WORKS (Item 4B of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

Griffith City Council is not a coastal Council and therefore the provisions Section 496B of the Local Government Act, 1993 in respect to annual charges for coastal protection services that relate to existing coastal works do not apply.

6. MINE SUBSIDENCE (Item 5 of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

Is the land proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

No.

7. ROADWIDENING AND ROAD REALIGNMENT (Item 6 of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

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?

The subject land is not affected by any road widening or realignment proposal.

8. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK

RESTRICTIONS (Item 7 of Schedule 4 the Environmental Planning and Assessment Regulations 2021)

Is the land or part of the land is affected by a policy adopted by the council, or adopted by any other public authority and notified to the council for the express purpose of adoption by that authority being referred to in planning certificates issued by Council that restricts the development of land because of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils, or any other risk (other than flooding)?

Council in considering the development of any land may refer to the following documents:

- (a) *Managing Land Contamination: Planning Guidelines SEPP 55 – Remediation of Land*, Department of Urban Affairs & Planning and the Environment Protection Authority (ISBN 0 7310 9005 5) identifies some activities that may cause land contamination and provides guidelines for the remediation and development of contaminated land.
- (b) Contaminated Land Management Policy (EH-CP-203) adopted by Council 11 July 2017.
- (c) Section 4.14 of the Environmental Planning and Assessment Act, 1979 states the *Planning for Bushfire* Protection, NSW Rural Fire Service (ISBN 0 9751033 2 6) is relevant to land that is bushfire prone.

9. FLOODRELATEDDEVELOPMENTCONTROLS INFORMATION (Item 7A of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

Is development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling houses, residential flat buildings (not including development for the purposes of group homes or seniors housing) or for any other purpose subject to flood related development controls?

Council considers the land in question to be outside the Flood Planning Area (FPA). It should however be noted that a minimum floor height above ground level is enforced by Council Policy Buildings – Floor Heights CS-CP-318.

10. LANDRESERVEDFOR ACQUISITION (Item 8 of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

Is there an Environmental Planning Instrument, deemed Environmental Planning Instrument or Draft Environmental Planning Instrument applying to the land providing for the acquisition of the land by a public authority, as referred to in section 3.15 of the Environmental Planning and Assessment Act 1979?

No.

11. BIODIVERSITY CERTIFIED LAND (Item 9A of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

Is the land biodiversity certified land within the meaning of Part 7AA of the *Species Conservation Act 1995*?

Threatened

No.

12. BIODIVERSITY STEWARDSHIP SITES (Item 10 of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016?

Council has not received notification from the Coordinator-General of the Environment, Energy & Science Group of the Department of Planning and Environment of any bio-banking agreement on this site.

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

- 13. NATIVEVEGETATIONCLEARING SET ASIDES** (Item 10A of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

Does the land contain a set aside area under Section 60ZC of the Local Lands Services Act, 2013?

Council has not received notification from the Local Lands Services of any set aside areas on the land.

- 14. BUSH FIRE PRONE LAND** (Item 11 of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

Is the land or some of the land bush fire prone land (as defined in the Act)?

The site is not bushfire prone land.

- 15. PROPERTYVEGETATION PLANS** (Item 12 of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

Is there a *property vegetation plan* under the *Native Vegetation Act, 2003* applying to the land?

No.

- 16. ORDERSUNDERTREES(DISPUTESBETWEENNEIGHBOURS) ACT 2006** (Item 13 of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

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

No.

- 17. DIRECTIONSUNDER PART 3A** (Item 14 of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

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

No.

18. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING
(Item 15 of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

- a) Is there a current site compatibility certificate issued under clause 25 of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*?

No.

- b) Has a condition of consent been imposed on a development application granted after 11 October 2007 which sets out terms of a kind referred to under Clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*?

No.

19. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS (Item 16 of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

- a) Is there a valid site compatibility certificate (infrastructure) or a site compatibility certificate (schools or TAFE establishments) in place?

No.

20. SITE COMPATIBILITY CERTIFICATES FOR AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING (Item 17 of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

- a) Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?

No.

- b) Have conditions of consent been imposed on a development application in respect of the land with regard to clause 17 (1) or 37 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009*?

There has been no development consent granted under the provisions State Environmental Planning Policy (Affordable Rental Housing) 2009 for the subject land.

21. PAPERSUBDIVISION INFORMATION (Item 18 of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

- (a) What is the name of any development plan adopted by the relevant authority that applies to the land or that is proposed to be the subject to a consent ballot.
- There are no adopted or proposed development plans applicable to the subject land.
- What is the date of any subdivision order applying to the land
- (b) There are no subdivision orders applying to subject land.

22. SITEVERIFICATION CERTIFICATES (Item 19 of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

- (a) Is there a current site verification certificate, of which the council is aware, in respect of proposed development on the land?
- No.

23. LOOSE-FILLASBESTOS INSULATION (Item 20 of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

- (a) Does the land include 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?
- The Loose-fill Asbestos Insulation Register can be viewed on the NSW Government Department of Fair Trading website.

24. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (Item 21 of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

- (a) Is Council aware of any affected building notice that is in force in respect to the land?

Council is not aware of any affected building notice in force under Part 4 of the Building Products (Safety) Act, 2017.

- (b) Is Council aware of any building product rectification order that is in force in respect to the land and has not been fully complied with?

Council is not aware of any building product rectification orders applying to the land that have not been complied with.

- (c) Is Council aware of any notice of intention to make a building product rectification order that has been given and is outstanding?

Council is not aware of any outstanding notice of intention to make a building product rectification order.

Disclaimer: This Section 10.7(2) certificate contains information provided to *Griffith City Council* by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not

It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

PART B: ADDITIONAL MATTERS

25. MATTERS PRESCRIBED BY SECTION 59(2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997 No 140 TO BE SPECIFIED IN A PLANNING CERTIFICATE

(Note after Item 19 of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

- a) Is the land or part of the land to which the certificate relates significantly contaminated land within the meaning of that Act?

Council has not been notified by the Department of Planning and Environment that the subject land has been declared significantly contaminated land within the meaning of the *Contaminated Land Management Act, 1997*. Applicants are advised to make their own investigations.

- b) Is the land to which the certificate relates subject to a management order within the meaning of that Act?

Council has not been notified by the Department of Planning and Environment that the subject land is subject to a management order within the meaning of the *Contaminated Land Management Act, 1997*.

- c) Is the land to which the certificate relates the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,

Council has not been notified by the Department of Planning and Environment that the subject land is subject to a voluntary management proposal within the meaning of the *Contaminated Land Management Act, 1997*.

- d) Is the land to which the certificate relates subject to an ongoing maintenance order within the meaning of that Act?

Council has not been notified by the Department of Planning and Environment that the subject land is subject to an ongoing maintenance within the meaning of the *Contaminated Land Management Act, 1997*.

- e) Is the land to which the certificate relates the subject of a site audit statement within the meaning of that Act?

Council is not aware that the land is the subject of a site audit statement as it has not been provided with any copy of such a statement at the time this certificate is issued.

Disclaimer: *Griffith City Council* and the *NSW Office of Environment and Heritage (OEH)* has taken all reasonable care to ensure that information in the list of contaminated sites notified to OEH (the list) is complete and correct. The OEH does not, however, warrant or represent that the list is free from errors or omissions or that it is exhaustive and may, without notice, change any or all of the information in the list at any time. You should obtain independent advice before you make any decision based on the information in the list.

The list is made available on the understanding that Griffith City Council, the OEH, their servants and agents, to the extent permitted by law, accept no responsibility for any damage, cost, loss or expense incurred by you as a result of:

1. any information in the list; or
2. any error, omission or misrepresentation in the list; or
3. any malfunction or failure to function of the list;
4. without limiting (2) or (3) above, any delay, failure or error recording, displaying or updating information.

PART C: SECTION 10.7(5) OTHER RELEVANT MATTERS AFFECTING THE LAND

The following information is provided in good faith and Council shall not incur any liability in respect of such advice in accordance with section 10.7(6) of the Environmental Planning and Assessment Act 1979.

26. RESOLUTION OF COUNCIL TO PREPARE AMENDING LOCAL ENVIRONMENTAL PLANS

NIL.

27. TREE PRESERVATION ORDER

Griffith City Council has adopted a policy in respect to the preservation of trees. This policy states that a person must not ringbark, cut down, top, lop, remove, injure or wilfully destroy any tree or other vegetation to which any such policy applies without the authority conferred by development consent or a permit granted by Council.

28. REMNANT VEGETATION

Not applicable.

29. BUFFER ZONES

The subject site has not been mapped as being within a buffer zone of an industry or other activity.

30. SECTION 64 CONTRIBUTIONS (LOCAL GOVERNMENT ACT, 1993)

The effect of section 64 of the Local Government Act 1993 is to give the functions of the Water Management Act 2021 to Council in the same way it applies to a water supply authority. Section 306(2) of the Water Management Act 2021 enables a water supply authority to require a developer to do either or both of the following:

- (a) *to pay a specified amount to the water supply authority by way of contribution towards the cost of such water management works as are specified in the notice, being existing works or projected works, or both,*
- (b) *to construct water management works to serve the development.*

In this regard Griffith City Council has Development Servicing Plans for water, sewerage and stormwater which may apply to the land, details of which are available on Council's website, www.griffith.nsw.gov.au. For further information pertaining to these development servicing plans please contact Griffith City Council.

31. PROPERTIES NOT CONNECTED TO SEWER

If the property is not connected to the sewer and sewage management facilities are provided, owners of the land need to comply with the performance standards of the Local Government (General) Regulation 2005 and possibly specific Council requirements. Any intending purchaser will need to consider the adequacy of the facilities and sewage management arrangements in place.

32. RURAL NUMBERING

Council is in the process of releasing Rural Numbers to all occupied properties in the Griffith Local Government Area. If the land is within the affected area, you may notice a change of property address however the real property description, being the Lot and Deposited Plan (DP) number remain unchanged. You will need to update your records to take advantage of any roadside delivery service provided by Australia Post.

For further information about Rural Numbering contact Griffith City Council. If you have questions regarding any roadside delivery service you are advised to contact Australia Post.

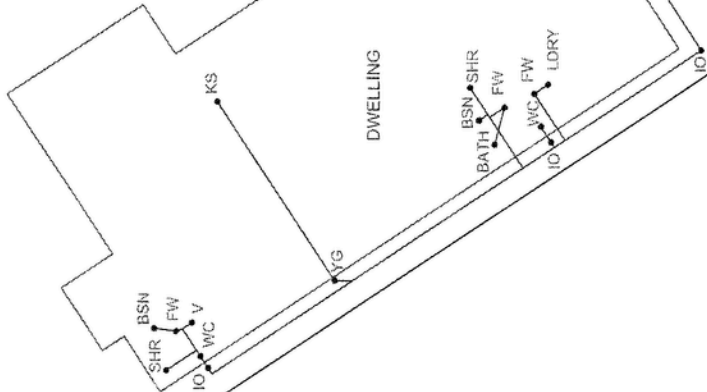


Signed:

**Under Delegated Authority
of the General Manager**

GILLMARTIN DR

Lot No.: 104
DP: 1248542
Street No.: 58



LEGEND	
	PROPERTY SANITARY/SEWER DRAINAGE
	PROPERTY BOUNDARY
	COUNCIL SEWER MAIN
	MANHOLE
	LOW PRESSURE SEWER
	EXISTING BUILDINGS
	FW
	WC
	BSN
	SHR
	BATH
	LD
	KS
	V
	BR
	IO
	YG
	INSPECTION OPENING
	YARD GULLY

Griffith City Council
...Love the Lifestyle

This Sanitary Diagram Has Been Compiled From Records Available To Council. Applicants Are Advised To Undertake Their Own Investigations

Street Number: 58
Lot: 104

Street Name: Gillmartin Drive
Locality: Griffith

Drawn By: MW

Checked By: RM

Revised: A

Sanitary Diagram

SEE: A3
SCALE: 1:200
DATE: 20/08/2023
SHEET: 1 of 1