

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	CAPPELLO & CO PROPERTY Level 1, 93 Yambil Street, Griffith NSW 2680	Phone: 0458 684 518 Email: gavin@cappelloco.com.au Ref: Gavin Cappello
	GRIFFITH REAL ESTATE 146 Yambil Street, Griffith NSW 2680	Phone: 0438 954 683 Email: bbertolin@griffithre.com Ref: Brian Bertolin
co-agent		
vendor	JOSLET PTY LTD (ACN 643 666 684) as Trustee for the Eleven Trust a Corporation having its registered office at 74 Merrigal Street, Griffith NSW 2680	
vendor's solicitor	MACKENZIE & VARDANEGA 6 Kookora Street, Griffith NSW 2680	Phone: 02 6966 8222 Email: reception@macvar.com.au Ref: Sammy Zirilli
date for completion	In accordance with SC.39 herein	(clause 15)
land (address, plan details and title reference)	PART 642 POTTER PLACE, GRIFFITH NSW 2680 Lot _____ in an unregistered Plan comprised in a subdivision of Lot 2 in Deposited Plan 1283655 and Lot 724 in Deposited Plan 751709 Part Folio Identifiers 2/1283655 and 724/751709	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> house <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant Land	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	NIL
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
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by Joslet Pty Ltd (ACN 643 666 684) in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Anthony Taliano</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Sole Director/Secretary</p> <p>Office held</p> <p>_____</p> <p>Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

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)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input checked="" type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

HOLDER OF STRATA OR COMMUNITY 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 to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW 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 purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • 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> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 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 – <ul style="list-style-type: none"> • 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</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

32 Residential off the plan contract

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

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THESE ARE THE ANNEXED SPECIAL CONDITIONS, COMMENCING WITH SPECIAL CONDITION SC.33, REFERRED TO IN THE WITHIN CONTRACT FOR SALE OF THE LAND HEREINBEFORE SPECIFIED.

SPECIAL CONDITIONS TO PREVAIL

SC.33. In the event of any discrepancy between these Special Conditions and the printed form of Contract these Special Conditions shall prevail.

NO WARRANTY OR REPRESENTATION – PLEA IN BAR

- SC.34. The Purchaser acknowledges that in entering into this Contract:-
- (a) the Purchaser does not rely upon any warranty or representation made by the Vendor or by any person on behalf of the Vendor (including the Vendor's Agent if any) 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, and in consideration of the Vendor entering into this Contract, the parties expressly agree that this acknowledgment may be pleaded in bar to any action by the purchaser against the Vendor, at law or in equity for breach of any such warranty or representation.
 - (b) that no warranty or representation has been made by the Vendor or the Vendors Agent, if any, to the purchaser, and that the Purchaser has had the opportunity of disclosing any such warranty or representation to the Vendor prior to the making of this Contract and that the Vendor has entered into this Contract on the basis of the Purchasers warranty aforesaid.

PROPERTY SOLD IN PRESENT CONDITION

SC.35. Subject to the provisions of this Contract and compliance by the Vendor with the provisions of Griffith City Council Development Approval (as yet unissued) in respect of the subdivision of the land of which the property the subject of sale forms part, which Development Approval as modified or amended shall be deemed to form part of this Contract, the Purchaser, having inspected the property acknowledges that he is purchasing the property in its present condition and state, subject to any infestation, dilapidation, defect or affectation, latent or patent and that the Purchaser will raise no objection, requisition or claim for compensation in respect of such matters including without limitation the nature, quality or legality of any structure upon the property.

INSOLVENCY

- SC.36. 36.1. Either party may rescind this contract if any party (if more than one), being an individual:
- 36.1.1 dies;
 - 36.1.2 becomes mentally ill; or
 - 36.1.3 enters into a compromise, deed of assignment or deed of arrangement pursuant to Part X of the Bankruptcy Act with his/her creditors.
- 36.2. Either party may terminate this contract if any party (if more than one) being a company.
- 36.2.1 has a receiver or receiver and manager appointed to that company whether by a creditor or a Court or otherwise; or
 - 36.2.2 has an administrator appointed pursuant to Part 5.3A of the Corporations Act 2001 or otherwise; or
 - 36.2.3 is wound up by any means whether in insolvency or otherwise.
- 36.3 The rights under this clause do not negate, limit or restrict any rights or remedies which would have been available to the party/s at law or in equity had this clause not been included in this Contract.
- 36.4 If a party elects to rescind or terminate this contract in accordance with this clause such rescission or termination is deemed to have occurred immediately prior to the happening of the event specified in whichever of paragraphs 36.1 and 36.2 of this clause apply.

NON MERGER

- SC.37. No clause or special condition hereof shall merge on completion where such clause may reasonably be construed as intended to have a continuing effect after completion.

DISCHARGE OF MORTGAGE OR WITHDRAWAL OF CAVEAT

- SC.38. On completion, the Vendor will discharge any Mortgage or Caveat registered on title via the PEXA workspace and will allow the Purchaser the appropriate registration fee in respect thereof.

COMPLETION DATE

- SC.39. Completion of this Contract shall take place and vacant possession shall be given and taken on the later of:-

- (a) forty two (42) days of the date of this Contract; or
- (b) twenty one (21) days from the date of notification by the Vendor's Solicitor to the Purchaser's Solicitor of registration of the plan of subdivision in respect of the land of which the property forms part.

NOTICE TO COMPLETE

- SC.40. It is hereby expressly agreed between the parties that in the event of either party failing to complete this Contract on the date fixed for completion specified in this Contract then that party not in default shall be entitled to serve on the other party a Notice to Complete requiring that other party to so complete this Contract on a specified date being not less than fourteen (14) days from but excluding the date of service of the notice. For the purpose of this Contract any such Notice to Complete shall be deemed both at law and in equity to be sufficient notice to make time of the essence of this Contract. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at any time.

RISK OF LOSS OR DAMAGE

- SC.41. Immediately upon entering into possession or upon the Purchaser entering into occupation under the provisions of this Contract or otherwise the risk of loss or damage to the property sold shall pass to the Purchaser.

CLAIMS FOR COMPENSATION

- SC.42. Notwithstanding the provisions of Printed Condition 7 the printed form of Contract, the parties expressly covenant and agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Printed Condition 8 of the printed form of Contract.

SALE SUBJECT TO SUBDIVISION

- SC.43. Completion of this Contract shall be subject to and dependant upon:-
- (a) The Griffith City Council and any other necessary or statutory authority approving of the subdivision of Lot 2 in Deposited Plan 1283655 and Lot 724 in Deposited Plan 751709 of which the property forms part into thirty-seven (37) lots in accordance with the plan of proposed subdivision annexed to this Contract in order to create a separate title to the property.
 - (b) Any Mortgagee holding security over the Property endorsing its consent on the plan of subdivision.
 - (c) The Vendor in its absolute discretion approving of any condition, requirement or Development Approval issued by Griffith City Council or any other necessary authority as a condition precedent to the approval referred to in SC.43(a) above.

The Vendor shall use its best endeavours to make application for the subdivision, to pursue same, to execute such documents, declarations and applications as may be necessary or incidental to give effect to the subdivision or by way of further assurance of the rights and obligations of either party under or by virtue of the provisions of this Contract. In the event of any necessary authority refusing to consent to the subdivision or any necessary consent being refused or not obtained or the plan of subdivision not being registered within a period of eighteen (18) months of the date of this Contract or as extended under Special Condition 44 ("the Development Sunset Date") then either party may by giving notice in writing to the other rescind this Contract whereupon the provisions of printed condition 19 herein shall apply

DEVELOPMENT SUNSET DATE

SC.44. Extension for Delay

If, in the reasonable opinion of the Vendor, the Development Works or Registration is delayed due in whole or in part to one or more of the following:-

- (a) damage by fire, explosion, earthquake, storm, tempest, civil commotion, flood, storm, cyclone, lightning strike, earthquake, landslide, epidemic, pandemic, quarantine, radiation, radioactive contamination;
- (b) in consequence of proceedings being taken or threatened by or disputes with adjoining or neighbouring owners or a Consent Authority;
- (c) on account of the delay of any Consent Authority in giving any necessary approval provided the Vendor has taken all reasonable steps to obtain such approval;
- (d) acts, restrictions, regulations, by-laws, refusals to grant any licences or permissions, prohibitions or measures of any kind by any relevant Consent Authority;
- (e) war or hostilities, whether declared or underdeclared, terrorist action, sabotage, riot, insurrection, civil commotion, malicious damage, national, federal, state, district or local emergency, whether factual or legal;
- (f) failure, breakdown or shortage or any power, water, communications or other supplies or services from any public utility or supply of fuel, labour or material;
- (g) inability to obtain materials to complete the Development Works for any reason;
- (h) industrial action or strikes;
- (i) inclement weather;

- (j) a pandemic, epidemic or other public health emergency including COVID-19; or
- (k) by any other cause, matter or thing beyond the control of the Vendor, the Vendor may at any time thereafter by one or more written notices to the Purchaser extend the Registration Sunset Date by a period not exceeding six (6) months.

SALE SUBJECT TO PROVISION OF SERVICES

SC.45. The Purchaser acknowledges that the Purchaser purchases the property and shall take title thereto subject to the services required by Griffith City Council as a condition precedent to subdivision approval namely potable water, sewerage, drainage, kerb and guttering, electricity, gas and telephone services which will be provided to the boundary of the property the subject of sale but the responsibility and cost for connection thereto being the purchasers, (hereinafter in this condition referred to as "any service") and shall not make any requisition, objection or claim for compensation in respect of:-

- (a) the nature or location of any service; or
- (b) any service being a joint service with any other property or properties; or
- (c) any service for any other property or properties having 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; therefore, or
- (e) the fact that the Purchaser may have to connect to such service at a point provided by the relevant provider of services, whether such connection point is adjacent to the boundary or not.

VENDORS RIGHT TO RESCIND ON REQUIREMENT FOR WORKS OR EXPENDITURE

SC.46. In the event of Griffith City Council or any statutory or other authority having jurisdiction over the subdivision imposing any condition as a consequence or requirement of its approval to subdivision necessitating the Vendor to carry out any works or expend money (but other than in administrative fees or departmental costs in dealing with the subdivision application or as may be required or specified in this Contract to be carried out or be paid for by the Vendor) which the Vendor in the Vendor's reasonable discretion may be unable or unwilling to do then the Vendor may rescind this Contract by notice in writing to the Purchaser whereupon the provisions of printed condition 19 herein shall apply and the Purchaser shall raise no objection, requisition or claim for compensation in respect of the aforesaid matters.

VARIATIONS TO PLAN OF SUBDIVISION

- SC.47. The Purchaser shall make no objection, requisitions or claim for compensation in respect of any departure from or variation of the plan of subdivision including any renumbering or variation to the allotment number or any variation in shape or area caused by the requirement of any statutory or necessary authority, or otherwise required by the Vendor. For the purposes of this clause modifications may be made to a Lot in the plan other than the property the subject of sale, to further subdivision of any allotment to provide for the construction of a duplex, or otherwise, any modifications to the plan or to the provisions of the Instrument which may be required by Land Registry Services NSW ("LRS") to obtain the registration of the plan and any Section 88B instrument, and any modification to the boundaries of the property or the shape of the allotment, the effect of which does not reduce the area of the property by more than three per centum (3%).

PAYMENT OF SUBDIVISION COSTS AND FEES

- SC.48. The Vendor shall pay all necessary or proper costs, disbursements, fees or charges in respect of the preparation, lodgement and registration of the plan of subdivision in respect of the land the subject of this Contract.

VENDOR DISCLOSURE AND PURCHASER ACKNOWLEDGEMENT

- SC.49 The Vendor discloses, and the Purchaser acknowledges and agrees that:
- (a) The property comprises of commercial property not residential property; and
 - (b) The Vendor will not obtain, and it is not a condition of this Contract that the Vendor obtains, approval from a Consent Authority or any other body for the Purchaser's intended use or development of the Property.

For the purposes of this Clause, Consent Authority means any person, Government Agency, Council, accredited certifier, or court of law having the function of determining consents or approvals in respect of the property.

- SC.50 **COUNCIL RATES, WATER RATES**

Adjustments for Council Rates

- 50.1 If a separate assessment of Council rates have not issued for the property prior to the date fixed for completion of this Contract, the Vendor and the Purchaser agree that Griffith City Council have provided advice that the Council rates will be re-rated from the date of registration of the plan of subdivision. The Vendor warrants that it will pay all such Council rates for the property up until the date of registration of the plan of subdivision. The Vendor will allow an adjustment to the amount specified below from the date of registration of the plan of subdivision to the date of completion of the Contract.

'The Purchaser will make no objection or claim for compensation nor delay completion in connection with the issue of any such assessment of rates.

Council rates - \$3,000.00 per annum.

- 50.2 The Purchaser and Vendor agree that the amount specified above represent a fair and reasonable assessment of Council rates for the property on which to adjust at the date of completion and that no adjustments is to be made when the actual assessment subsequently issues.

Adjustment for Water and Sewerage Rates

- 50.3 If separate assessments of Council water and sewer rates have not issued for the property prior to the date fixed for completion of this Contract, the Vendor and the Purchaser agree that there are no water usage charges on vacant land and that Griffith City Council have provided advice that the Council charge vacant land water and sewer rates on a trimester basis on 1 July, November and March each year. The Vendor warrants that it will pay all such Council water and sewerage rates for the property to include the current trimester when Settlement proceeds. The Purchaser will allow an adjustment to the Vendor to the amount specified below from the date of Settlement to the last day of the trimester. The Purchaser will make no objection requisition or claim for compensation nor delay completion in connection with the issue of any such assessment of rates. rates have not been issued as at the date of completion of this Contract for Sale in respect of the property, then the parties shall adjust rates on an area basis and if necessary further adjust rates on issue of any relevant assessment by Griffith City Council.

Council water and Sewer rates - \$300.00 per trimester.

- 50.4 The Purchaser and Vendor agree that the amount specified about represent a fair and reasonable assessment of Council Water and Sewer rates for the property on which to adjust at the date of completion and that no adjustment is to be made when the actual assessment subsequently issues.

FENCING COVENANT

- SC.51. (a) the Vendor discloses and the Purchaser acknowledges that the Vendor may be the owner of adjoining land.
- (b) the Purchaser covenants and agrees with the Vendor that during the currency only of the Vendor's ownership of any adjoining land that the Purchaser shall not make any claim as against the Vendor for contribution toward the cost of erection or replacement of any dividing fences on the boundary of such adjoining land.
- (c) in the event of the Purchaser selling or transferring all or any of the land the subject of this Contract during the currency of the Vendor's ownership of adjoining land the Purchaser agrees to procure the inclusion of these provisions relating to fencing into any Contract for Sale

or Agreement for transfer for the continuing benefit of the provisions that it shall indemnify the Vendor in respect of any claims suits or demands in respect to fencing.

INTEREST

- SC.52. In the event of the Purchaser not effecting completion of this Contract in accordance with the provisions of this Contract and by the date herein specified, then provided such delay in completion is not the fault of or attributable to the Vendor and further provided the Vendor is ready, willing and able to effect settlement in accordance with the provisions of this Contract then, in addition to the balance of purchase or other monies payable on settlement the Purchaser shall pay to the Vendor interest on the unpaid balance of purchase monies at the rate of nine per cent (9%) calculated on a daily basis from the date fixed for settlement to the date of actual settlement.

REMOVAL OF CHARGES

- SC.53. The Vendor:-
- (a) is not obliged to remove any charge on the Property for any rate, tax or outgoing until completion of this Contract is effected;
 - (b) is not to be taken to be unable, unready or unwilling to complete this Contract because of the existence of any charge on the property for any rate, tax or outgoing; and
 - (c) may serve a notice to complete on the Purchaser notwithstanding that at the time the notice is served or at any time after that time there is a charge on the Property for any rate, tax or outgoing.

PLACE OF COMPLETION

- SC.54. In the event that completion of this Contract cannot take place via PEXA, the special completion address referred to in Clause 16 of the Contract is:-
- 54.1 at the offices of Mackenzie & Vardanega, 6 Kookora Street, Griffith if there is no mortgage registered on title;
 - 54.2 if a mortgagee is required to discharge a mortgage, at the Mortgagee's local branch office at Griffith, unless the mortgagee requires the discharge of mortgage at another place so the place of completion shall be that other place.

GST

- SC.55. Notwithstanding any other provision of this contract:-
- (a) The price, deposit and all other moneys payable by and on behalf of the Purchaser pursuant to and incidental to this Agreement are calculated exclusive of Goods and Services Tax (GST).

- (b) Liability for GST (payable in respect of any taxable supply) is additional. It is payable by the Purchaser to the Vendor at the same time as the Price and other moneys are payable.
- (c) If any moneys payable by the Purchaser to the Vendor constitute the consideration for the whole or any part of a Taxable Supply by the Vendor, the amount of that payment shall be increased by an amount equal to the amount of GST which is chargeable in respect of the Taxable Supply in question.
- (d) Where the Vendor has become liable for any penalties or interest as a result of a late payment of GST where that late payment is as a result of a failure of the Purchaser to comply with the terms of this clause, the Purchaser shall pay to the Vendor an additional amount on demand equal to the amount of those penalties and interest.
- (e) Payment of GST is subject to the provisions by the Vendors of valid tax invoices.
- (f) In this clause:
 - (i) "GST" has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
 - (ii) "Taxable Supply" has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (Cth). (a) The parties acknowledge that the consideration for the sale of the property was negotiated on the basis that it is GST inclusive and that in calculating the GST the Vendor will choose to apply the margin scheme to the sale as provided for in Div 75 of the GST Act ("the margin scheme");

DEPOSIT HOLDER

SC.56. The deposit holder shall be the Vendor's Solicitor.

ALTERATIONS TO CONTRACT

SC.57. 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.

EXERCISE OF RIGHTS TO RESCIND

SC.58. If the Purchaser has a right to rescind given by a clause in this contract and it:-

- (a) Is not exercised within the period specified for its exercise, and if no period is specified, it must be exercised within 21 days of the Purchaser being given the document, matter or thing which gives rise to that right, it may not be exercised; or
- (b) Is exercised by the Purchaser, the Purchaser may not make any other claim against the Vendor.

MULTIPLE OCCUPANCY

- SC.59. In the event that any allotment comprised in the subdivision of Lot 2 in Deposited Plan 1283655 and Lot 724 in Deposited Plan 751709 has multiple occupancy rights either as specified in the Section 88B Instrument accompanying the plan of subdivision or otherwise consented to by the Vendor, then the Purchaser shall raise no objection, requisition or claim for compensation in respect thereof nor shall the Purchaser be entitled to lodge any objection to Council in respect of any such multiple occupancy rights on lodgement by any party of a Development Approval with Griffith City Council which involves multiple occupancy rights.

FOREIGN INVESTMENT REVIEW BOARD WARRANTY (FIRB)

- SC.60. The Purchaser warrants that the Purchaser is an Australian citizen or otherwise holds permanent residency in Australia and that no FIRB approval is necessary to be obtained in respect of the sale of the property.

EASEMENTS, RESTRICTIONS ON USE AND POSITIVE COVENANTS

- SC.61.
- (a) The Vendor discloses and the Purchaser is aware that all easements, restrictions on use and positive covenants that the Vendor may wish to create, enter into, make, grant, acquire or dispose of, may not have been created, entered into, made, granted, acquired or disposed of, as at the contract date.
 - (b) The Vendor discloses and the Purchaser is aware that the Vendor may wish, either before or after the contract date, to vary any easements, restrictions on use or positive covenants.
 - (c) The Vendor shall give notice to the Purchaser of any easement, restrictions on use and positive covenants to be created and the Purchaser shall raise no objection, requisition or claim for compensation in respect of the aforesaid matters.
 - (d) Notwithstanding the above provisions of this Contract, if the creation of any of the easements, restrictions on use or positive covenants referred to above substantially and detrimentally affects the Purchaser's use and enjoyment of the property, the Purchaser may within twenty one (21) days of the Vendor notifying the Purchaser in writing of any such easement, restriction on use or positive covenant, rescind this Contract

by serving a written notice on the Vendor and the provision of printed condition 19 herein shall apply.

STAGED DEVELOPMENT

- SC.62. (a) The Purchaser acknowledges and agrees that:-
- (i) The property may form part of a multi-stage estate;
 - (ii) further development of surrounding lots or stages may occur after Settlement;
 - (iii) dust, noise, vibration, nuisance or other inconvenience in relation to development of lots or development stages near the Property may be experienced by the Purchaser or its successors in titles; and
 - (iv) development works may involve the stockpiling of materials and use of heavy machinery on lots or development stages near the property, or necessitate changes to traffic conditions in or near the property.
- (b) The vendor may:-
- (i) complete all or part of the Development in stages or otherwise in a timeframe and to standards determined in its discretion;
 - (ii) remove trees and other vegetation on any lot in the Development;
 - (iii) sell, transfer or otherwise dispose of any part of the Development Site;
 - (iv) change any part of the title structure in the Development (ie. Establish community title other scheme) or use or authorise the use of any land in the Development site for medium or high density housing, childcare centres, schools and commercial and retail centres;
 - (v) reconfigure, increase or decrease the number of lots or the amount of open space, community facilities, roads, footpaths or other features in the Development site;
 - (vi) use or authorise use of any land in the Development site as a display home;
 - (vii) change the nature and type of property developed or sold, and the business and activities carried on, within the Development based on matters such as market demand and economic conditions;
 - (viii) change, withdraw or apply for further Council and other Authority approvals relating to the Development; or

- (ix) change the Development in any other respect.
- (c) The Purchaser is not entitled to lodge any objection against, nor to make any Purchaser Claim including for any damages, loss, nuisance or inconvenience, arising out of any development works carried out before or after Settlement or the matter disclosed in this Special Condition.

CHANGES BEFORE REGISTRATION DATE

- SC.63.
- (a) the Vendor may change the Plan of Subdivision, including the number of lots the numbering of lots, dimensions, location of any lot and easements.
 - (b) The Vendor may change any other attachment to this Contract and any other plan or instrument relating to the Development Site.
 - (c) The Vendor may create further easement, covenants, restrictions on use and restrictions as to user, in addition to those set out in this Contract.
 - (d) The Purchaser may rescind this Contract if the Vendor makes a change to the Plan of Subdivision that materially changes the location of the land or reduces by more than three percent (3%) the area of the land, or impedes the purchaser's ability to construct a dwelling on the land.

VENDOR'S AGENT

- SC.64.1 The Purchaser warrants that it has not been introduced to the Property through or by any agent other than the Vendor's agent all (if any) referred to in the front page of this Contract.
- 64.2 The Purchaser indemnifies the Vendor against any claim for commission, charges, costs or expenses in relation to the sale of the property caused by a breach of this warranty.

ASSIGNMENT OR NOVATION BY VENDOR

- SC.65.1 **Notice before settlement**
This clause 66.1 applies if the Vendor gives the Purchaser a written notice that before completion, the Vendor intends to transfer to another person (New Party) the Vendor's interest in the property or all or any part of the Development Site.
- 65.2 The Purchaser agrees:-
- (a) to the Vendor assigning the Vendor's benefit under this Contract to the New Party;

- (b) to the Vendor novating the Vendors rights and obligations under this Contract to the New Party;
- (c) that any assignment or novation document may provide that the vendor is released from all its obligations under this Contract after the assignment or novation, and the Purchaser cannot make any Claim because of this.

66.3. Assignment or novation

1. This Clause 66.3 applies if the Vendor gives the Purchaser a written notice that the Vendor requires the Purchaser to enter into;
 - (a) a deed of assignment to assign the Vendor's benefit under this Contract to the New Party; or
 - (b) a deed of novation to novate the Vendors rights and obligations to the New Party.
2. The Vendor must bear the cost of preparing and stamping that deed of assignment or novation.
3. The Purchaser must:-
 - (a) execute that deed of assignment or novation, in form and substance satisfactory to the Vendor; and
 - (b) return that deed of assignment or novation to the Vendor within 5 business days after receiving it from the Vendor.

66.4. Acceptance of transfer from New Party

If an assignment or novation occurs under this clause 66.4, that at completion the Purchaser agrees to accept a transfer from the New party.

AMENDMENTS TO THE PRINTED CLAUSES

SC.67. The vendor and the purchaser agree that the provisions of the printed form of contract are amended as follows:

Amended Clause	Amendment Details
Clause 2	Clause 2.1: insert after the word " <i>deposit</i> " in the first line the words " <i>or any other monies</i> "
Clause 3.1	Delete the clause and replace with:

"3.1 *This clause applies if the vendor has accepted a deposit- bond for the deposit (or part of it)*"

- Clause 4.1 Delete the clause and replace with:
- "The purchaser must serve no later than 5 business days after the date the vendor serves the purchaser a notice of registration of the plan of subdivision:*
- 4.1.1 *the form of transfer; and*
- 4.1.2 *particulars required to register any mortgage or other dealings to be lodged with the transfer by the purchaser or purchaser's mortgagee."*
- Clause 5.2.2 substituting *"5 business days after the day on which the vendor notifies the purchaser that the plan of subdivision has been registered"* in place of *"21 days after the later of the contract date and that service"*.
- Clause 7.1.1 Delete the clause.
- Clause 7.1.3 Substituting *"7 days"* in place of *"14 days"*
- Clause 7.2.1 substituting *"\$100.00"* in place of *"10% of the price"*.
- Clause 7.2.4 Delete the words:
"and cost of the purchaser"
- Clause 8.1.1 Delete the words:
"On reasonable grounds"
- Clause 8.1.2 Delete the words:
"and those grounds"
- Clause 8.1.3 Substituting *"5 business days"* in place of *"14 days"*
- Clause 10 add the following sub- clause *"10.4 for the purpose of this clause 10 the vendor discloses all the material appearing in the copy of documents attached to this contract whether or not specified in page three of the contract"*.
- Clause 16.4 Delete the Clause.
- Clause 19 Insert the following additional clause:

“19.3 despite clause 19.2.3, the purchaser’s only remedy for a breach of warranty prescribed by the conveyancing (sale of land) Regulation 2017 is the remedy prescribed by that regulation”.

Clause 20.6.5

Delete the clause and replace it with:

“Served if this is sent by fax or email to the party’s solicitor, its is taken to be served at the time indicated on the transmission report produced by the senders fax machine or email server indicating that the fax or email was sent in its entirety to the recipient’s fax or email address but:

(a) if it is received after 5 PM in the place it is received, the it is taken to be served at 9AM on the next business day and

(b) if it is received on a day which is not a business day in the place it is received, then it is taken to be served at 9 AM on the next business day

Clause 29

Delete the clause

INTERPRETATION

SC.68. The following rules of interpretation apply unless the context requires otherwise:

- (a) the singular includes the plural and conversely;
- (b) a gender includes all genders
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a person includes a body corporate, an unincorporated body and conversely
- (e) a clause refers to a clause of the standard printed form of contract for the sale of land – 2005 edition or of these additional clauses;

- (f) a reference to any party to this contract or any other agreement or document includes that party's successors and permitted assigns;
- (g) headings are for convenience and do not affect the interpretation;
- (h) a reference to any agreement or document is a reference to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this contract;
- (i) a reference to any legislation or any provision of any legislation includes any modification or re-enactment of it, any legislative provisions substituted for it and all regulations and statutory instruments issued under it;
- (j) a reference to a right or obligation of any two or more persons confers that right and imposes that obligation, as the case may be, jointly and severally;
- (k) a reference to conduct includes any omission, statement or undertaking whether or not in writing;

"include" or "including" are not words of limitation; and in the event of any inconsistency between these additional clauses and the clauses.

GUARANTEE AND INDEMNITY

- SC.69. 69.1 _____ and _____
being Directors of the Purchaser Corporation having requested the Vendor to enter into this Contract with the Purchaser hereby give the undermentioned Guarantee.
- 69.2 In this contract unless the contrary intention appears:
- (a) a reference to guarantor is a reference to all the persons named as guarantor jointly and each of them severally; and
 - (b) an agreement, representation, warranty or indemnity on the part of the guarantor binds the persons named as guarantor jointly and each of them severally.
- 69.3 The guarantor gives this guarantee and indemnity in consideration of the vendor agreeing to enter into this contract the guarantor acknowledges valuable consideration received from the vendor for the guarantor incurring obligations and giving rights under this guarantee and indemnity.
- 69.4 The guarantor unconditionally and irrevocably guarantees to the vendor payment of the Guaranteed Money and the due and punctual performance by the purchaser of the Guaranteed Obligations.

- 69.5 If the purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this contract, then the guarantor agrees to pay the Guaranteed Money to the vendor on demand from the vendor (whether or not demand has been made on the purchaser). A demand can be made at any time.
- 69.6 If the purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the document under which they are to be performed then the guarantor agrees to perform the Guaranteed Obligations on demand from the vendor (whether or not demand has been made on the purchaser). A demand can be made at any time.
- 69.7 As a separate undertaking, the guarantor indemnifies the vendor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with:
- (a) the Guaranteed Money not being recoverable from the guarantor or from the purchaser; and
 - (b) the Guaranteed Obligations not being duly and punctually performed because of any circumstance whatever.
- 69.8 The guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The guarantor waives any right it has of first requiring the vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the purchaser or any other person before claiming from the guarantor under this guarantee and indemnity.
- 69.9 The liabilities of the guarantor under this guarantee and indemnity as a guarantor, indemnifier or principal debtor and the rights of the vendor under this guarantee and indemnity are not affected by anything that might otherwise affect them at law or in equity including one or more of the following:
- (a) the vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the purchaser;
 - (b) acquiescence, delay, acts, omissions or mistakes on the part of the vendor; or
 - (c) any variation or novation of a right of the vendor, or alteration of this contract or document, in respect of the purchaser.
- 69.10 As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the guarantor cannot, without the consent of the vendor:

- (a) make a claim or enforce a right (including a mortgage, charge or other encumbrance) against the purchaser or its property; or
- (b) prove in competition with the Vendor if a liquidator, provisional liquidator or trustee in bankruptcy is appointed in respect of the purchaser or the purchaser is otherwise unable to pay its debts when they fall due.

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

69.12 The guarantor agrees to pay interest at rate of 9% per annum on any amount under this guarantee and indemnity which is not paid on the due date for payment and is not otherwise incurring interest. The interest accrues daily from and including the due date to and including the date of actual payment and is calculated on actual days elapsed and a year of 365 days. This guarantor agrees to pay this amount on demand from the vendor.

69.13 In this clause:-

- (a) **'Guaranteed obligations'** means the full and prompt payment when due of the purchase monies under this Contract, together with all the other obligations, indebtedness and liabilities arising out of or in connection with this Contract and the due performance and compliance by the Purchaser with all the terms and conditions contained in this Contract.
- (b) **'Guaranteed monies'** means all monies and liabilities whenever and however incurred, owing by the Purchaser to the Vendor under this Contract together with all interest, if any on such monies to the date on which the Vendor receives payment.

69.14 This **clause 69** is an essential term of this contract.



FOLIO: 724/751709

SEARCH DATE	TIME	EDITION NO	DATE
20/11/2023	4:38 PM	4	27/9/2022

LAND

LOT 724 IN DEPOSITED PLAN 751709
AT GRIFFITH
LOCAL GOVERNMENT AREA GRIFFITH
PARISH OF JONDARYAN COUNTY OF COOPER
(FORMERLY KNOWN AS PORTION 724)
TITLE DIAGRAM CROWN PLAN 2945.1804

FIRST SCHEDULE

JOSLET PTY LTD (T AS481640)

SECOND SCHEDULE (1 NOTIFICATION)

1 LAND EXCLUDES MINERALS (S.13.2 CROWN LAND MANAGEMENT ACT 2016)

NOTATIONS

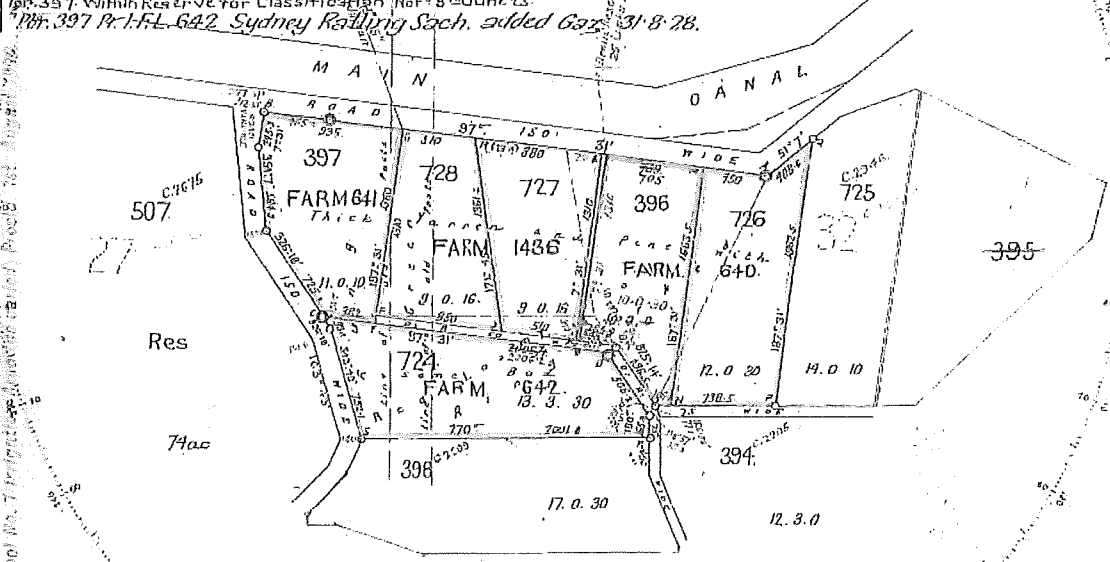
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

WADE SHIRE
 CARRAPOOL SHIRE
 Subdivision
PLAN OF PORTIONS 396, 397, 724, 726, 727, 728
 County of Cooper Parish of Jondaryan
 LAND DISTRICT OF YANGO LAND BOARD DISTRICT OF HAY
 Resumed Area No Pastoral Holding, Central Division

Applied for under the Section of the Crown Lands Act of 1 by
 within Murrumbidgee Northern Irrigation Area. Within the boundaries of Bourke, Cooper,
 Res 1206 from Occupation under Miner's Right, Dowling, and Gipps Gold Field. Proclaimed
 or Business License, notified 14th June 1911 15th October, 1880.

Mirrool No. 1 Irrigation Area, Proclaimed 6th Nov. 1912.
 Portion No. 396 & 726 set apart as Irrigation Farm, vide Gaz. 19th Sept 19.
 Portion No. 397 set apart as Irrigation Farm, vide Gaz. 19th Sept 19. Revok'd 10th Nov 21.
 Portion No. 724 set apart as Irrigation Farm, vide Gaz. 19th Sept 19.
 Portion No. 727 & 728 set apart as Irrigation Farm, vide Gaz. 19th Sept 19.
 For 396 & 726 William James Joseph Murphy, L.A.H. (22-120).
 For 727 & 728 Edward James McRobb, L.A.H.
 For 729 Sydney Rolling Sach, L.A.H. Pt. 1 FL 642 - For 397 added Gaz. 31-8-28.
 For 397 Within Class Reserve Abolished 17th Dec 1920. Revok'd 10th Nov 21.
 For 397 Within Reserve for Classification Noted 14th June 23.
 For 397 Pt. 1 FL 642 Sydney Rolling Sach, added Gaz. 31-8-28.



PLAN MICROFILMED
 NO ADDITIONS OR AMENDMENTS TO BE MADE

Plan re-approved for portion 396 of 10 & Dr 30P
 Calc Bk B 213 folio 87 1 B 19 850
 Azimuth taken from Br. 396
 Field Book Vol. 762 Folio 5

Reference to Corners

Corner	Bearing	From	Links	No. on Plan
P.M.	37° 31'	Cor. A	5	
P.M.	37° 31'	Cor. B	765 f.	
P.M.	37° 31'	Cor. C	5	
P.M.	271° 31'	Cor. D	5	

Numbered links at all corners.

Reference to Traverses

Line	Bearing	Distance

I hereby certify that I in person made and on the 13th August 1916 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been conducted in accordance with the regulations published for the guidance of licensed surveyors and the practice of the Department of Lands
 Henry W. Long
 Licensed Surveyor

Transmitted to the District Surveyor with my letter of 31st August 1916 No 106

Voucher No 1981 Passed 1/2 1/2 5/2
 Calculation Book No 2211 Folio 75 & 76.
 Checked and Charted 9/28/22 36. 9. 16.
 Examined 1/2 1/2 1/2 1/2 1/2
 Plan approved 9th Oct 1916

Value of Improvements
 C. 2945-1804
 Scale 20 Chains to an Inch.
 C. 2945-1804.



Advanced Search

Address

Lot (1)

Suburb

POI

Survey Mark

Lot 724

Section optional

Plan 751709

Plan Type DP

Search

Reset

Lot

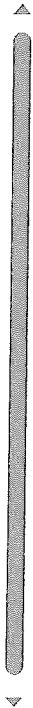
724

Section

724

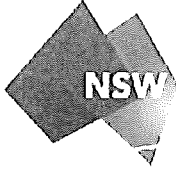
Plan

DP751709



1:4,514
0 50 100m





FOLIO: 2/1283655

SEARCH DATE	TIME	EDITION NO	DATE
21/11/2023	11:15 AM	2	19/9/2022

LAND

LOT 2 IN DEPOSITED PLAN 1283655
AT GRIFFITH
LOCAL GOVERNMENT AREA GRIFFITH
PARISH OF JONDARYAN COUNTY OF COOPER
TITLE DIAGRAM DP1283655

FIRST SCHEDULE

JOSLET PTY LTD (T AS481640)

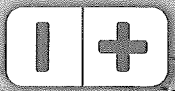
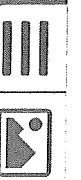
SECOND SCHEDULE (1 NOTIFICATION)

1 LAND EXCLUDES MINERALS (S.13.2 CROWN LAND MANAGEMENT ACT 2016)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



1:2,257
0 30 60m

Advanced Search

Address Lot (1) Suburb POI Survey Mark

Lot

Section

Plan

Plan Type

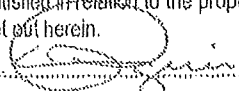
Lot	Section	Plan
2		DP1283655

PLAN FORM 6 (2020)


WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

<p>Office Use Only</p> <p>Registered:  2/09/2022</p> <p>Title System: TORRENS</p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1283655</p>
<p>PLAN OF SUBDIVISION OF LOTS 1942 AND 1943 DP 44495</p>	<p>LGA: GRIFFITH Locality: GRIFFITH Parish: JONDARYAN County: COOPER</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, John Damien Harrison of PHIL SURVEYORS a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on of</p> <p>*(b) The part of the land shown in the plan (*being/*excluding**) Lot 1 and Part Lot 2 was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. The part surveyed is accurate and the survey was completed on 10/02/2022. The part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: X - Y Type: *Urban/*Rural The terrain is *Level-Undulating /*Steep-Mountainous.</p> <p>Signature:  Dated: 6/9/22</p> <p>Surveyor Identification No: SU001220 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p>
<p>Plans used in the preparation of survey/compilation. DP44495 DP1189104</p> <p>Surveyor's Reference: IR1739</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>CAREL POTGIETER</u> *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  Registration number: Consent Authority: <u>GRIFFITH CITY COUNCIL</u> Date of endorsement: <u>3 JUNE 2022</u> Subdivision Certificate number: <u>1561</u> File number: <u>227/2021</u></p> <p>*Strike through if inapplicable.</p> <p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

Registered:  2/09/2022 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOTS 1942 AND 1943 DP 44495


DP1283655


Subdivision Certificate number: 1561
 Date of Endorsement: 3 JUNE 2022

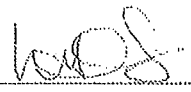
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing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

Street addresses of all lots are not available

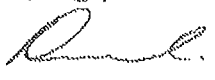
LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	112	Bridge	Road	GRIFFITH
2	Unknown	Bridge	Road	GRIFFITH


 Roberto Alfredo Aramini


 Carol Giuseppina Taylor


 Lynette Maria Henderson

*Mortgagee under Mortgage NO. A8745883
 Signed at 7 Kungong Avenue Leeton NSW 2705 this 28th
 day of June 2022. for National Australia Bank
 Limited ABN 12009099937 by Rachel Lashbrook
 its duly appointed Attorney under Power of Attorney
 No. 59 Book 4512*



*Rachel Lashbrook
 1083 Buckingham Rd Narrandera 2700*

If space is insufficient use additional annexure sheet

Surveyor's Reference: IR 1739

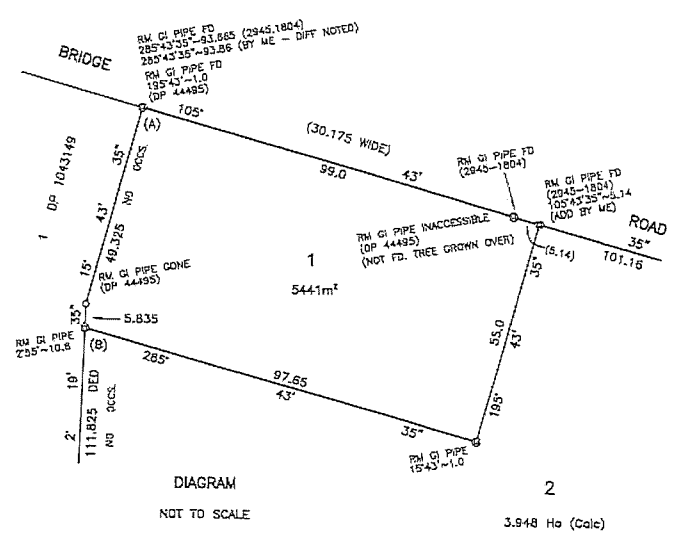
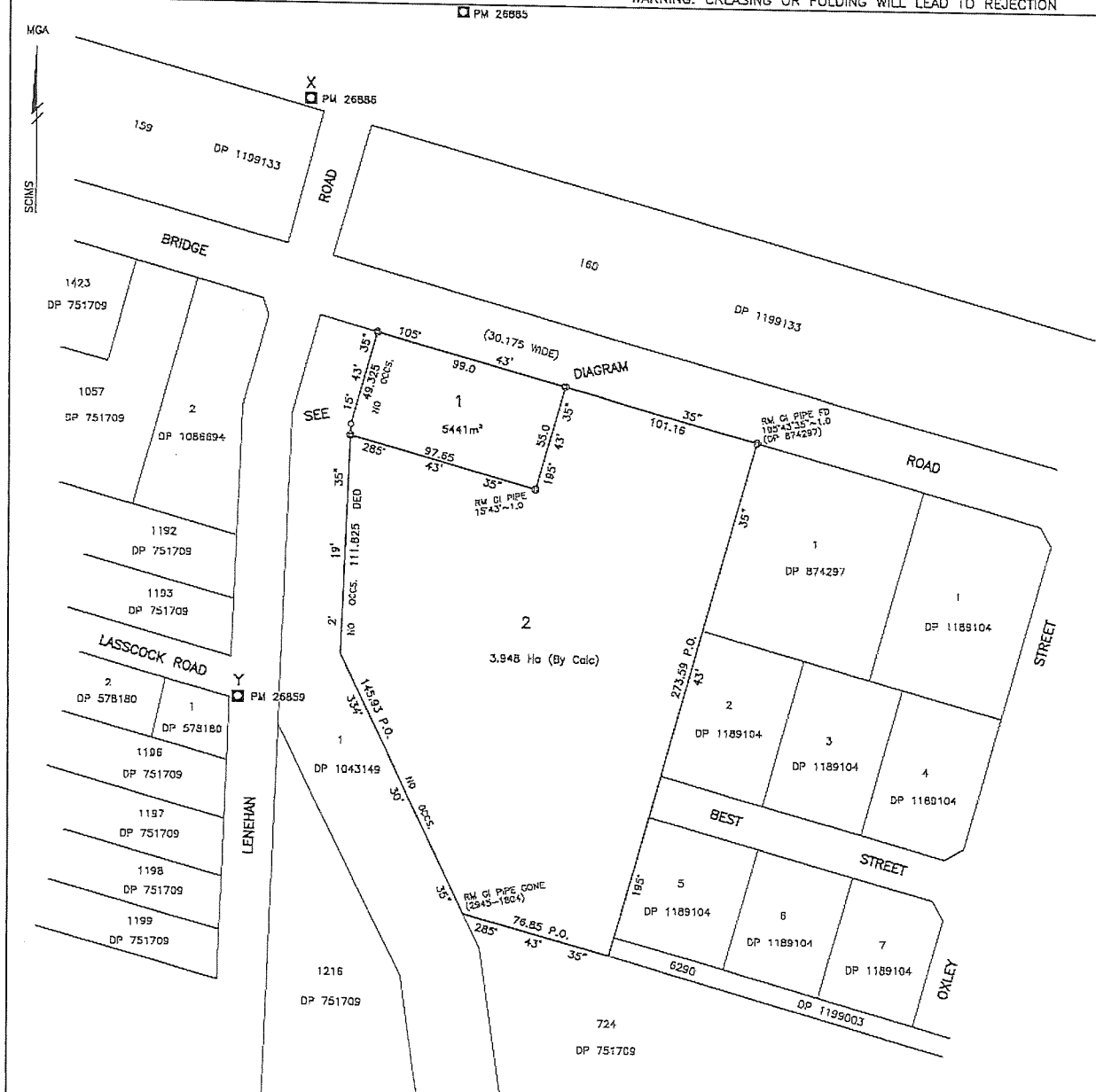
COORDINATE SCHEDULE						
MARK	MGA EASTING	MGA NORTHING	CLASS	PL	METHOD	STATE
PM 26886	413562.180	6204993.428	A	0.02	SCIMS	FOUND
PM 26889	413523.976	6204691.461	D	N/A	SCIMS	FOUND
PM 26885	413673.295	6205079.994	C	N/A	SCIMS	FOUND
DATE OF SCIMS COORDINATES: 07/02/2022						MGA ZONE:55
COMBINED SCALE FACTOR 0.999670						MGA DATUM:GDA2020

X-Y

PM 26886 TO PM 26889
 187' 13' 12" ~ 304.480 MGA GROUND
 187' 13' 12" ~ 304.478 BY ME

PM 26886 TO PM 26885
 52' 06' 29" ~ 140.846 MGA GROUND
 52' 06' 30" ~ 140.838 BY ME

PM 26886 TO COR (A)
 163'01'14"~120.111
 PM 26889 TO COR (B)
 24'02'48"~145.604



Reg:K456276 /Doc:DP 1283655 P /Rev:02-Sep-2022 /NSW IRS /Prt:21-Nov-2023 12:09 /Seq:1 of 3
 Office of the Registrar-General /Str:InfoTrack /Ref:J04090

Surveyor : JOHN DAMIEN HARRISON
 Date of Survey : 10/02/2022
 Surveyor's Ref : IR1739

PLAN OF SUBDIVISION OF LOTS 1942 AND 1943 DP 44495

LGA : GRIFFITH
 Locality : GRIFFITH
 Subdivision No : 1561
 Lengths are in metres. Reduction Ratio 1:1500

Registered

 2/09/2022

DP1283655

00	10	20	30	40	50	Table of mm	100	110	120	130	140
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ALL DIMENSIONS, AREAS, EASEMENTS AND SERVICES SHOWN ON THIS PLAN ARE PRELIMINARY ONLY, AND ARE SUBJECT TO CONFIRMATION, FURTHER SURVEY, AND DETAILED CIVIL DESIGNS.

Surveyor: -
 Date of Survey: -
 Surveyor's Ref: -

PLAN OF SUBDIVISION OF
 LOT 2 DP 1283655 AND LOT 724 DP 751709

LGA: GRIFFITH
 Locality: GRIFFITH
 Subdivision No:
 Lengths are in metres. Reduction ratio 1:1500

Registered

MACKENZIE & VARDANEGA

REQUISITIONS ON TITLE

Purchaser:

Vendor: **JOSLET PTY LTD (ACN 643 666 684)**

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 or otherwise in accordance with the Contract?
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?
6. Are there any interests recorded against the Vendor on the Personal Property Security Register?
7. Are there any tenancies affecting the property which are not disclosed in the Contract?
8. Are there any Solar Panels on the property and if so what agreements are in force?
9. Is the Vendor aware of any contamination on the property, or the use or existence of asbestos?

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? If so, please supply details.
7. Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?
8. Are there any enclosure permits that attach to the property?
9. Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?
10. 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?
11. Is there any application to the Crown for purchase or conversion of a holding?
12. Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?

Mackenzie & Vardanega
6 Kookora Street, GRIFFITH NSW 2680
Dated:



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

Environmental Planning and Assessment Act 1979

Applicant: Mackenzie & Vardanega
PO Box 1443
GRIFFITH NSW 2680

Certificate number: 7934/2023	Certificate date: 22/11/2023
Receipt number: 1883269	Certificate fee: \$156.00
Property Number: 301623	Applicant's reference: SZ:BDB:304090

DESCRIPTION OF PROPERTY

Title: LOT: 724 DP: 751709
Property: 642 Potter Place 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 No. 65	Design Quality of Residential Flat Development
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 2 of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

(a) **Zoning**

The subject land is within the **E4 – General Industrial** zone as identified in the Land Use Table and on the zoning map.

1. **Objectives of zone**

- To provide a range of industrial, warehouse, logistics and related land uses.
 - To ensure the efficient and viable use of land for industrial uses.
 - To minimise any adverse effect of industry on other land uses.
 - To encourage employment opportunities.
 - To enable limited non-industrial land uses that provide facilities and services to meet the needs of businesses and workers.
- **Development that may be carried out within the zone without the need for development consent**

2. **Permitted without consent**

Environmental protection works

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

3. **Permitted with consent**

Depots; Freight transport facilities; Garden centres; General industries; Goods repair and reuse premises; Hardware and building supplies; Industrial retail outlets; Industrial training facilities; Kiosks; Landscaping material supplies; Light industries; Liquid fuel depots; Local distribution premises; Neighbourhood shops; Oyster aquaculture; Plant nurseries; Rural supplies; Take away food and drink premises; Tank-based aquaculture; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

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

4. **Prohibited**

Agriculture; Air transport facilities; Airstrips; Amusement centres; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Commercial premises; Eco-tourist facilities; Educational establishments; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Forestry; Function centres; Health services facilities; Heavy industrial storage establishments; Heavy industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Port facilities; Registered clubs; Residential accommodation; Respite day care centres; Tourist and visitor accommodation; Water recreation structures; Wharf or boating facilities

(b) **Development standards applying to the land that fixes 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:

- Not Applicable.

(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. **ROAD WIDENING 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. **FLOOD RELATED DEVELOPMENT CONTROLS 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 within the Flood Planning Area (FPA) and therefore subject to flood related development controls. Restrictions on development may apply to this land and is enforced by Council Policy No.CS-CP-403 - Flood Liable Lands Policy. Information relating to this may be obtained from Council.

10. **LAND RESERVED FOR 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 *Threatened Species Conservation Act 1995*?

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.

13. **NATIVE VEGETATION CLEARING 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. PROPERTY VEGETATION 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. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) 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. DIRECTIONS UNDER 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 COMPATABILITY 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. PAPER SUBDIVISION 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.

- (b) What is the date of any subdivision order applying to the land

There are no subdivision orders applying to subject land.

22. SITE VERIFICATION 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-FILL ASBESTOS 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 independently verified the information. The following information is sourced from a third party, includes biodiversity certified land (Item 9A); bio-banking agreements (Item 10); bushfire prone land (Item 11); property vegetation plans (Item 12); orders under the *Trees (Disputes Between Neighbours) Act, 2006* (Item 13); site compatibility certificates (items, 15, 16 and 17) and site verification certificates (Item 18).

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 of 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

At the Griffith City Council Ordinary Council meeting held on 24 January 2023, Council resolved to place Planning Proposal – PP 2022-3697 on public exhibition for a period of 28 days and seek public submissions. The Planning Proposal proposes to amend the Griffith Local Environmental Plan 2014.

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**



PLANNING CERTIFICATE under Section 10.7(2) & 10.7(5)
Environmental Planning and Assessment Act 1979

Applicant: Mackenzie & Vardanega
PO Box 1443
GRIFFITH NSW 2680

Certificate number: 7935/2023	Certificate date: 22/11/2023
Receipt number: 1883269	Certificate fee: \$78.00
Property Number: 322490	Applicant's reference: SZ:BDB:304090

DESCRIPTION OF PROPERTY

Title: LOT 2 DP 1283655 FNO: 642
Property: Bridge Road 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

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(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 No. 65	Design Quality of Residential Flat Development
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 2 of Schedule 4 of the Environmental Planning and Assessment Regulations 2021)

(a) **Zoning**

The subject land is within the E4 – General Industrial zone as identified in the Land Use Table and on the zoning map.

1. **Objectives of zone**

- To provide a range of industrial, warehouse, logistics and related land uses.
- To ensure the efficient and viable use of land for industrial uses.
- To minimise any adverse effect of industry on other land uses.
- To encourage employment opportunities.
- To enable limited non-industrial land uses that provide facilities and services to meet the needs of businesses and workers.

- **Development that may be carried out within the zone without the need for development consent**

2. ***Permitted without consent***

Environmental protection works

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

3. ***Permitted with consent***

Depots; Freight transport facilities; Garden centres; General industries; Goods repair and reuse premises; Hardware and building supplies; Industrial retail outlets; Industrial training facilities; Kiosks; Landscaping material supplies; Light industries; Liquid fuel depots; Local distribution premises; Neighbourhood shops; Oyster aquaculture; Plant nurseries; Rural supplies; Take away food and drink premises; Tank-based aquaculture; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

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

4. ***Prohibited***

Agriculture; Air transport facilities; Airstrips; Amusement centres; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Commercial premises; Eco-tourist facilities; Educational establishments; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Forestry; Function centres; Health services facilities; Heavy industrial storage establishments; Heavy industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Port facilities; Registered clubs; Residential accommodation; Respite day care centres; Tourist and visitor accommodation; Water recreation structures; Wharf or boating facilities

(b) **Development standards applying to the land that fixes 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:

- Not applicable

(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. ROAD WIDENING 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. **FLOOD RELATED DEVELOPMENT CONTROLS 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 No. CS-CP-318 – Floor Heights.

10. **LAND RESERVED FOR 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 *Threatened Species Conservation Act 1995*?

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.

13. **NATIVE VEGETATION CLEARING 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. **PROPERTY VEGETATION 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. **ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) 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. **DIRECTIONS UNDER 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 COMPATABILITY 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. PAPER SUBDIVISION 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.

- (b) What is the date of any subdivision order applying to the land

There are no subdivision orders applying to subject land.

22. SITE VERIFICATION 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-FILL ASBESTOS 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 independently verified the information. The following information is sourced from a third party, includes biodiversity certified land (Item 9A); bio-banking agreements (Item 10); bushfire prone land (Item 11); property vegetation plans (Item 12); orders under the *Trees (Disputes Between Neighbours) Act, 2006* (Item 13); site compatibility certificates (Items, 15, 16 and 17) and site verification certificates (Item 18).

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

At the Griffith City Council Ordinary Council meeting held on 24 January 2023, Council resolved to place Planning Proposal – PP 2022-3697 on public exhibition for a period of 28 days and seek public submissions. The Planning Proposal proposes to amend the Griffith Local Environmental Plan 2014.

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 land has been mapped as being within a buffer zone of an industry or other activity. Further information about the buffer zone may be obtained by contacting Griffith City Council.

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 of 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**

IN WITNESS whereof the parties have hereunto affixed their hands and seals on the day and year first hereinbefore mentioned.

Executed by **JOSLET PTY LTD**)
(ACN 643 666 684))
in accordance with the Corporations Act)

Anthony Taliano
Sole Director/Secretary

SIGNED by the Purchaser)
)
in the presence of:)

SIGNED by the Purchaser)
)
in the presence of:)

Executed by)
ACN)
in accordance with the Corporations Act)

SIGNED by the Guarantor)
)
in the presence of:)

SIGNED by the Guarantor)
)
in the presence of:)