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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Capital One Gorokan 86 Wallarah Road, Gorokan, NSW 2263	**phone**: 02 4392 8828
co-agent		
vendor		
vendor's solicitor	Perpetual Conveyancing Suite 2, Level 1, 72 Terrigal Esplanade, Terrigal NSW 2260	**phone**: 02 4311 2240 **email**: admin@perpetualconveyancing.com.au **ref**: 240455
date for completion	28 days after the date of this contract	(clause 15)
land (address, plan details and title reference)	43 ALLAMBEE CRES BLUE HAVEN NSW 2262 Lot 46 DEPOSITED PLAN 215432 Folio Identifier 46/215432	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ air conditioning	☒ clothes line	☒ fixed floor coverings	☒ range hood
	☒ blinds	☐ curtains	☒ insect screens	☐ solar panels
	☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☒ stove
	☒ ceiling fans	☐ EV charger	☐ pool equipment	☒ TV antenna
	☒ other: working smoke alarms, remotes for air conditioner/s, water tank and pump, garage door motor, remote/s for garage door			
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."

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by Yasmin Shbria _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

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

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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):

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☐ 58 disclosure statement - off the plan contract
- ☐ 59 other document relevant to the off the plan contract

Other

- ☐ 60

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

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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.

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Cooling off period (purchaser's rights)

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

2 **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 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.

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WARNINGS

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

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

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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

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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*.

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

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

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

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

7.1.2 the vendor *serves* notice of intention to *rescind*; and

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

9 Purchaser's default

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

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

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

The vendor must do 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.

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13 Goods and services tax (GST)

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

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

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

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.

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14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

● Vendor

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

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

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

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

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

19.1.1 only by *serving* a notice before completion; and

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
23.6.2 the purchaser is liable for all contributions determined after the contract date.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if –
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

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

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

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

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do 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.

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

30 Manual transaction

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

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
30.6.1 if a special completion address is stated in this contract - that address; or
30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.
30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
30.10.1 the amount is to be treated as if it were paid; and
30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.
30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

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

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32 Residential off the plan contract

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

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

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

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

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

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ADDITIONAL CONDITIONS

INTERPRETATION

33. The terms of the printed Contract to which these additional conditions are annexed shall be read subject to the following:-

33.1. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail.

33.2. If the interpretation of these conditions, words importing the singular number or plural number shall include the plural number and singular number respectively and words importing any gender shall include any other gender.

33.3. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be served from this Contract and such remaining provisions shall remain in full force and effect; and

33.4. Any headings within these additional conditions are provided for ease of reference only.

AMENDMENTS TO STANDARD FORM OF CONTRACT

34. The form of Contract annexed is amended as follows:-

34.1. Clause 2 is amended by adding addition clause 2.10:
"2.10 Should the Vendors Conveyancer be required to hold the deposit as stakeholder for the parties, then the parties will pay to the Vendors Conveyancer the sum of $220.00 in equal shares by way of adjustment on completion."

34.2. Clause 5.1 is amended by deleting the words "is taken to have made those requisitions" and inserting in their place the words "must serve those requisitions in accordance with Clause 5.2".

34.3. Clause 7.1.1 is amended by the deletion of "5% and the insertion of "1%"in its place thereof.

34.4. Clause 10.1.4 is amended by inserting the words 'and/or mechanical breakdown' after the word 'tear'.

34.5 Clause 18 is amended by deleting Clause 18.7 in its entirety and adding additional Clause 18.8:
"18.8: The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".

34.6 In Clause 24, the following sub-clause is added:

"24.4.6 the Purchaser shall not be entitled to make any objection, requisition or claim, nor shall the Purchaser be entitled to refuse to complete this Contract, should:
(a) Any tenant have terminated the lease or vacated the property;

(b) Any tenant have defaulted in the performance of its obligations under the lease; or
(c) The Vendor not have possession or control of any certificate, statement or document otherwise required to be given to the Purchaser pursuant to Clause 24.4.3.";

34.7 Clause 25.1.1 is amended by the deletion of the words "qualified, limited or".

DEPOSIT BY INSTALMENTS

35 The parties agree that the deposit payable is 10% of the purchase price. The Purchaser acknowledges that, notwithstanding any other correspondence issuing from any person (and in particular from the Agent or any representative of the Vendor), the deposit payable pursuant to this Contract is equivalent to 10% of the purchase price to secure the Purchaser's obligations pursuant to this Contract.

35.1 Despite Clause 2.2 and in the event the Vendor agrees to the deposit being paid by instalments, the Purchaser shall pay, by Bank Cheque or EFT and with time of the essence, the total deposit of 10% of the purchase price as specific on the front page of the Contract in the amounts and upon the dates as follows:

$..... upon the unconditional date of the Contract;
$..... 28 days from the date of this Contract; or notwithstanding anything herein contained, or any rule of law or equity to the contrary, if the Purchaser defaults any obligation under the terms of this Contract, then the balance of deposit will become immediately payable.

36 Notwithstanding Clause 2.9, if the Vendor has agreed to the deposit being paid by instalments as aforementioned, then the parties agree the Vendor will be entitled to all the interest earned on the investment of the deposit monies.

RELEASE OF DEPOSIT PRIOR TO SETTLEMENT

37 Notwithstanding any other provision in this Contract, in the event that the Vendor, either solely or with other person/s, prior to settlement requires a release of the deposit paid herein for any of the following reasons: -

37.1To pay the deposit for the purchase or leasehold of another property whether in New South Wales or Interstate;

37.2To pay the stamp duty in relation to the purchase of another property;

37.3To pay the balance of purchase or lease moneys for the purchase or lease of any property; or

37.4To discharge part or all of the mortgage(s) on this property upon completion of this Contract;

The Purchaser herein agrees to release so much of the deposit as is required by the Vendor on the request of the Conveyancer for the Vendor without delay, and the Purchaser herein authorises the stakeholder (if any) when requested by the Vendor's Conveyancer to release part or all of the deposit (without production of any further authority than a copy of this Special Condition). No further authority or consent will be required from the Purchaser.

COMPLETION

38 Completion of this matter shall take place on or before 4.30pm on the due date for completion.

38.1 Should completion not take place within the date, then either party shall be at liberty to issue a Notice to Complete or a Notice to Perform calling for the other party to complete the matter making the time for completion essential. Such Notice shall require completion to take place within a period of fourteen (14) days from the date on which the notice is served (making time of the essence in this regard). A Notice of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. The party that issues the Notice shall also be at liberty to withdraw such Notice and re-issue another one at any time.

38.2 It is hereby agreed between the parties that should settlement not take place within the date specified herein but is effected within the time required by any Notice allowed under this Contract, then the Purchaser shall make no objection, requisition or claim for compensation because settlement was not effected on or before the specified time.

38.3 The Purchaser agrees that should the Vendor's Conveyancer issue a Notice, then the Purchaser will allow $440.00 (GST inclusive) to the Vendor by way of adjustment at settlement for the costs incurred by the Vendor for the preparation and serving of a Notice on the Purchaser. The Purchaser agrees that such payment is an essential condition of this Contract.

38.4 Each party agrees that the Vendor is not to be taken to be unable or unwilling to complete this Contract because a charge exists on the property for any rate, tax or outgoing and the existence of such a charge does not preclude the Vendor from issuing a Notice to Complete.

38.5 The Purchaser or its legal representative will provide the Vendors Conveyancer a settlement adjustment sheet and a copy of the relevant authority certificates at least four (4) business days before completion. If the Purchaser or their legal representative fails to do so, then the Purchaser will allow $165.00 (GST inclusive) to the Vendor by way of adjustment at completion for the costs incurred for preparing cheque details at short notice. The Purchaser agrees that such payment is an essential condition of this Contract.

39 If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase money, an amount calculation as eight percent (8% per annum) interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed. It is further agreed that this amount is genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.

40 If the Vendor becomes liable for land tax by reason of a delay in completion by the Purchaser beyond the completion date, then the Purchaser shall indemnify the Vendor for any such additional land tax liability.

41 If this settlement does not take place on an electronic settlement platform, the settlement of this matter shall take place wherever the Vendor's Mortgagee direct, provided however if the property is not mortgaged or the discharge of mortgage is already held by Perpetual Conveyancing, then settlement shall be effected at the office of Perpetual Conveyancing. Should the Purchaser not be in a position to settle at the offices of Perpetual Conveyancing, then settlement may be effect in the Sydney CBD at a place nominated by the Purchaser, so long as the Vendor's Conveyancer's Sydney Settlement Agents' fee is paid by the Purchaser.

42 In the event settlement does not take place at the scheduled time, or does not take place at a re-arranged time on that same day, due to default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchase on completion of this Contract, the Purchaser must pay an additional $250.00 (GST inclusive) on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay.

NOTICES

43 The service of any Notice or Document under or relating to this Contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that party's solicitor or conveyancer if the Notice or Document is sent by email transmission to the email address noted on the Contract or on their letterhead and in any such case shall be deemed to be duly given or made, except where:-

43.1 The time of dispatch is not before 5.00pm (Sydney time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place.

~~**SECTION 184/SECTION 26 CERTIFICATES**~~

~~44 This Clause applies only if the land (or part of it) is a Lot in a Strata, Neighbourhood or Community Scheme (or on completion is to be a Lot in a Scheme of that kind).~~

~~44.1 Clause 23.14 is amended by the deletion of the first lin, 'The Purchaser does not have to complete earlier than 7 days after the *service* of the certificate and the clause 21.3 does not apply to this provision'.~~

~~**SPECIAL LEVIES**~~

~~45 This Clause applies only if the land (or part of it) is a Lot in a Strata, Neighbourhood or Community Scheme (or on completion is to be a Lot in a Scheme of that kind).~~

~~45.1 Notwithstanding any other provisions of this Contract, the Vendor and Purchaser covenant and agree that if a contribution is not a regular periodic contribution and irrespective of whether or not it is disclosed in this Contract, the Vendor is liable for it if it is payable before the date of Contract and the Purchaser is liable for it if it is payable on or after the date of Contract. If it is payable by instalments, then the Vendor is liable for all/any instalments payable prior to the date of this Contract and the Purchaser is liable for all/any instalments payable on or after the date of Contract.~~

~~45.2 The Purchaser warrants that is has inspected the books and records of the Owners Corporation prior to the date of this Contract, and is aware of any matter in relation to the building that would justify the making of any upgrading or demolition order.~~

~~45.3 Clause 23.5.2 is amended by the deletion of the words "but is disclosed in this Contract".~~

~~45.4 Clause 23.6 is amended by the deletion of the words "and is not disclosed in this Contract."~~

~~45.5 Clause 23.6.1 and 23.6.2 are deleted in their entirety.~~
~~45.6 Clause 23.9.1 is deleted.~~

PURCHASER'S WARRANTY IN RESPECT OF THE AGENT

46 The Purchaser warrants that it has not been introduced to the property by any other person other than by the Vendor's agents specified herein. The Purchaser hereby indemnifies the Vendor for any claim by any Real Estate Agent for any breach of this warrant. This clause will not merge upon completion.

ENTIRE AGREEMENT

47 It is hereby agreed that there are no conditions, warranties or other terms adding to or amending those embodied or referred to herein. The terms, conditions and warranties contained in this Contract form the whole of the Contract between the Vendor and the Purchaser, and the Purchaser shall not be entitled to rely on any representation however made by the Vendor or its agent except as are made conditions of this Contract. Without limitation, to the preceding clause, the Purchaser acknowledges that it:

47.1 Buys the property, improvements, furnishings and chattels, services, inclusions and installations aforesaid, relying on its own inspection, knowledge and enquiries;

47.2 Does not rely wholly or partly on any statement, representation, promise or warranty made to it by or on behalf of the Vendor, including without limitation any statement, representation, promise or warranty in respect of;

47.2.1 The property or any improvements, furnishings, chattels, services, inclusions and installations;
47.2.2 Any adjoining property or amenities;
47.2.3 The neighbourhood in which the property is located;
47.2.4 The state of repair of the property and any improvements in or on it and/or the legality of any structures on the property
47.2.5 Any rights and privileges relating to the property and its use;
47.2.6 The suitability of the property for any use or proposed use or redevelopment by the Purchaser;
47.2.7 The presence of any hazardous material in, on, over, under or emanating from the property, and if so, whether this breaches any Laws;
47.2.8 Any financial return or income or allowance derived or to be derived from the property or any part of it;

47.2.9 Compliance with any laws;

47.2.10 The value or condition of any of the inclusions;

47.2.11 Any interests affecting the property including interest from the local council or any authority for any proposed acquisition or change of use of the property; and

47.3 Has made and relied upon its own investigations in relation to the above matters and has sought its own independent legal advice on and is satisfied as to the obligations and rights of the Purchaser under this Contract.

47.4 The Purchaser shall not make any claim for compensation from the Vendor, or rescind this contract nor make any requisition or delay completion arising out of any of the matters refer to in this clause 47.

PURCHASER'S ACKNOWLEDGEMENTS

48 The Purchaser expressly acknowledges the following:

48.1 The Purchaser is purchasing the property as a result of the Purchaser's own inspection and in its present condition and state of repair and subject to all faults and defects both latent and patent and the Purchaser shall not be at liberty to require the Vendor to undertake any work to the property whatsoever.

48.2 The Vendor shall be under no obligation to make good any hole, cavity, mark or scratch made as a result of the Vendor's removal of an Exclusion or fixture from the property provided that the Vendor acknowledges and agrees that it shall take all proper and reasonable care and responsibility in the removal of such exclusion or fixture from the property.

49 The Purchaser acknowledges and agrees that they may not make any objection, requisition or claim for compensation in respect to any matter disclosed or referred to in any document attached to and forming part of this Contract.

50 If a Survey of the property is annexed to this Contract, the Purchaser acknowledges having inspected the Survey and agrees that not objection, requisition or claim for compensation shall be made on any matter referred to in the Survey.

51 The Purchaser acknowledges and agrees that they will not make any objection, requisition or claim for compensation in respect of any encroachment by or upon the property or in respect of any non-compliance with the Local Government Act as regards distances of walls, eaves and gutters from any boundary or boundaries.

52 The Purchaser acknowledges and agrees that they may not make any objection, requisition or claim for compensation in respect to any non-compliance by the property or any building or structure erected upon the property which includes among others pergola, awning, carport & shed or use of the property with the provisions of the Environment Planning and Assessment Act 1979, Local Government Act 1919, the Swimming Pools Act 1993 or any by-law regulation, Ordinance or rule under any of those Acts.

53 Notwithstanding any other provision of this Contract, the parties specifically acknowledge and agree that should this Contract be subject to VACANT POSSESSION and at the date of this Contract being entered into between the parties there is a tenant occupying the property, completion shall be the later of the completion date on the front page of this Contract or three (3) business days after the tenant vacates the property.

In the event that the tenants have not vacated the property within four (4) months from the date hereof then either party may by notice to the other party rescind this Contract whereby the provisions of Clause 19 herein shall apply.

REQUISITIONS ON TITLE

54 A sufficient statement of the Vendor's title shall be deemed included in the description of the property hereinbefore appearing and such statement shall have been deemed to have been given to the Purchaser at the date hereof.

55 The Purchaser shall only be entitled to raise Requisitions on Title in the form annexed to this Contract.

SWIMMING POOLS

56 The Purchaser acknowledges that in the event that a swimming pool is situated on the subject property, the Vendor does not warrant that such swimming pool complies with the requirements imposed by the Swimming Pools Act 1993 and the regulations prescribed therein. The Purchaser agrees that upon completed, he/she shall comply with the requirements of the Act and such regulations relation to access to the swimming pool and the erection of a Warning Notice. It is further agreed that this clause shall not merge on completion.

BUILDING CERTIFICATE

57 The Vendor does not have a building certificate.

57.1 The Purchaser is not entitled to require the Vendor to:

57.1.1 Apply for or do anything to obtain a building certificate; nor
57.1.2 Comply with the Local Council's requirements for the issue of a building certificate.

57.2 Completion of this Contract is not conditional on the Vendor or the Purchaser obtaining a building certificate.

RESCISSION DUE TO DEATH, INCAPACITY OR BANKRUPTCY

58 If the Vendor or Purchaser or if more than one of them shall die, lose mental capacity, go into bankruptcy, or go into liquidation or receivership, then either party may rescind the Contract and Clause 19 of the Contract shall apply.

AMENDMENTS TO CONTRACT DURING COOLING OFF PERIOD

59 The parties hereto agree that the Solicitor or Conveyancer acting for them in this matter has the authority to make amendments and/or additions to this Contract on behalf of the party they represent pursuant to the instructions of that party (after this Contract has been signed).

ELECTRONIC EXECUTION

60 This Contract may be executed in any number of counterparts and all counterparts together shall make on instrument;

60.1 This Contract may be executed electronically by both parties using an electronic signing and/or exchange platform or by exchanging electronic copies of original signatures on this Contract.

60.2 This Contract may be validly created and exchanged by a single document or counterparts with each party's signature (electronic or otherwise) sent electronically to teach other party by the electronic signing platform or email.

60.3 The Parties acknowledge that the electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and no other versions will be provided unless otherwise agreed between the parties in writing.

60.4 The parties agree to be bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause and the Purchase may not object to or delay settlement because of anything contained in this clause.

60.5 The parties agree that they will be bound by, have complied with and will comply with the Electronic Transactions Act 2000 (NSW) and any terms and conditions of any electronic platform used in relation to the execution of this Contract.

ELECTRONIC SETTLEMENT

61 The parties agree:

61.1 Should the Purchaser not wish to settle on the PEXA platform, the Purchaser agrees to provide the Vendor with at least seven (7) days' notice of their intention not to settle on the PEXA platform. Th Purchaser will allow the amount of $660.00 (GST inclusive) as reimbursement of the Vendors additional conveyancing expenses. It is an essential term of this Contract that this fee is paid unless settlement occurs through PEXA.

61.2 The Purchaser will not require the Vendor to complete this Contract unless fees payable in clause 42.2 is paid to the Vendor on completion.

61.3 Within seven (7) days of receipt of the invitation the Purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.

61.4 The Purchaser must at least one (1) day prior to completion provide the Order on the Agent by email to the Vendors Conveyancer, which will be held in escrow for completion. A PEXA generated Order on the Agent will not be accepted.

VENDOR DISCLOSURE

62. The vendor discloses to the purchaser that the vendor believes that the works may have been carried out at the property without the approval of the responsible authority. The purchaser acknowledges they are aware of the existence of the works and that the responsible authority may not have approved them. The purchaser warrants to the vendor that the purchaser would have entered into this contract even if there is a matter in relation to the works that would warrant a relevant authority to require rectification works. The purchaser agrees that they cannot make any objection, requisition or claim for compensation nor have any right of rescission or termination by reason only of the facts disclosed in this provision.

The 'works' means: Ground floor renovation works being:- removal of internal staircase, installation of dividing walls, partial conversion of garage space to office/storage space and oven.

GUARANTEE AND INDEMNITY

63. This Clause applied if the Purchaser named on Page 1 of this Contract is a corporation other than a public company listed on the Australian Stock Exchange.

    a. In this Clause Guarantor means:

_____

of _____

and_____

of _____

    b. In consideration of the Vendor entering into this Contract with the Purchaser at the Guarantor's request, the Guarantor as testified by his/her execution of this Contract hereby unconditionally and irrevocably covenants with the Vendor that the Guarantor will be (with the Purchaser) jointly and severally liable to the Vendor for the due and punctual performance and observance by the Purchaser of the covenants and agreements express or implied on the part of the Purchaser to be performed and observed under this Contract AND it is hereby expressly agreed that the Vendor shall be at liberty to grant any time or indulgence to the Purchaser or to vary the terms of this Contract or to compromise with or release the Purchaser from all or any liability under this Contract and may release securities without in any of such events affecting the liability of the Guarantor under this Contract.

    c. In the event of the winding-up of the Purchaser the Guarantor shall not be entitled to prove or claim in competition with the Vendor so as to diminish any distribution dividend or payment which but for such proof or claim the Vendor would be entitled to received arising out of or relating to such winding-up.

    d. Without prejudice to the generality of the foregoing guarantee the Guarantor hereby agreed to indemnify and to keep indemnified the Vendor from and against all loss, damage, costs expenses, actions, claim, demands and liability whatsoever which arise directly or indirectly as a result of any breach by the Purchaser of its obligations under this Contract and the Guarantor will pay any money due to the Vendor by reason of this indemnity on demand including the balanced of the purchase price, the adjustments due to the Vendor on completion and interest if any pursuant to these special conditions.

    e. The Guarantor must on written demand from the Vendor pay to the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this special condition.

    f. If the Vendor assigns or transfers the benefit of this Contract, then the transferee received the benefit of the Guarantor's obligations under this special condition.

Conditions of Sale by Auction - the Act, s 77

Part 3, Clause 18 of the Property and Stock Agents Regulation 2022

(1) The following conditions are prescribed as applicable to the sale by auction of land or livestock—

(a) the vendor's reserve price must be given in writing to the auctioneer before the auction commences unless the auction relates solely to livestock,

(b) a vendor bid must not be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of vendor bids that may be made,

(c) the highest bidder is the purchaser, subject to any reserve price,

(d) if there is a disputed bid—

(i) the auctioneer is the sole arbitrator, and

(ii) the auctioneer's decision is final,

(e) the auctioneer may refuse to accept a bid that, in the auctioneer's opinion, is not in the best interests of the vendor,

(f) a bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person,

(g) a bid must not be made or accepted after the fall of the hammer,

(h) as soon as practicable after the fall of the hammer the purchaser must sign the agreement for sale, if any.

(2) The following conditions, in addition to the conditions prescribed by subsection (1), are prescribed as applicable to the sale by auction of residential property or rural land—

(a) all bidders must be registered in the Bidders Record and display the identifying number allocated to the person when making a bid,

(b) subject to the condition prescribed by subsection (3)(a)—

(i) the auctioneer may make only 1 vendor bid at an auction for the sale of residential property or rural land, and

(ii) no other vendor bid may be made by the auctioneer or another person,

(c) immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

(3) The following conditions, in addition to the conditions prescribed by subsections (1) and (2), are prescribed as applicable to the sale by auction of co-owned residential property or rural land or the sale of co-owned residential property or rural land by a seller as executor or administrator—

(a) more than 1 vendor bid may be made to purchase the interest of a co-owner,

(b) a bid by or on behalf of an executor or administrator may be made to purchase in that capacity,

(c) before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller,

(d) before the commencement of the auction, the auctioneer must announce the bidder registration number of all co-owners, executors or administrators or a person registered to bid on behalf of a co-owner, executor or administrator.

(4) The following condition, in addition to the conditions prescribed by subsection (1), is prescribed as applicable to the sale by auction of livestock—

The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor, the full amount of the purchase price—

(a) if the amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or

(b) if the amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of the amount, or

(c) if some other time for payment is specified in a written agreement between the purchaser and the agent, or the purchaser and the vendor, made before the fall of the hammer—before or at the time specified in the agreement.

SECTION 66W CERTIFICATE

I,
of ,
Solicitor/Licensed Conveyancer certify as follows:

1. I am a Solicitor/Licensed Conveyancer currently admitted to practise in New South Wales.

2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 43 Allambee Crescent, Blue Haven NSW 2262, from **Yasmin Shbria**
   to
   in order that there is no cooling off period in relation to that Contract.

3. I do not act for **Yasmin Shbria** and am not employed in the legal practice of a solicitor acting for **Yasmin Shbria** nor am I a member or employee of a firm of which a Solicitor acting for **Yasmin Shbria** is a member or employee.

4. I have explained
   to :
   (a) The effect of the Contract for the purchase of that property;
   (b) The nature of this Certificate; and
   (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period in relation to the Contract.

Dated: _____

_____

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Yasmin Shbria
Purchaser:
Property: 43 Allambee Crescent, Blue Haven NSW 2262
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

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(iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.

17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?

18. If a swimming pool is included in the sale:
    (a) did its installation or construction commence before or after 1 August 1990?
    (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
    (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
    (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
    (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
    (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

19.
    (a) To whom do the boundary fences belong?
    (b) Are there any party walls?
    (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
    (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
    (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations

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

21. Is the vendor aware of:
    (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
    (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
    (c) any latent defects in the Property?

22. Has the vendor any notice or knowledge that the Property is affected by the following:
    (a) any resumption or acquisition or proposed resumption or acquisition?
    (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
    (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
    (e) any realignment or proposed realignment of any road adjoining the Property?
    (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

23.
    (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
    (b) If so, do any of the connections for such services pass through any adjoining land?
    (c) Do any service connections for any other Property pass through the Property?

24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.

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

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

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

30. The purchaser reserves the right to make further requisitions prior to completion.

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

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 46/215432

SEARCH DATE	TIME	EDITION NO	DATE
25/6/2024	1:27 PM	3	7/9/2022

LAND

LOT 46 IN DEPOSITED PLAN 215432
AT WALLARAH CREEK
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF MUNMORAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP215432

FIRST SCHEDULE

YASMIN SHBRIA (T AM673884)

SECOND SCHEDULE (6 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2 F254085 COVENANT
3 EXCEPTING LAND BELOW A DEPTH FROM THE SURFACE OF 15.24 METRES
4 F254086 COVENANT
5 K507583 COVENANT
6 AS454801 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

240455 PRINTED ON 25/6/2024

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Form 3 — TO BE USED WHERE DEDICATIONS, DRAINAGE RESERVES AND PUBLIC GARDEN AND RECREATION SPACES ARE PROVIDED.

Sh. 1 of 2 Sheets.

DP215432

Registered: 16.5.1963

C.A.: 1470 of 8-6-62

Title System: Torrens

Purpose: Subdivision

Ref. Map: Parish

Last Plan D.P. 22484

PLAN OF Subdivision of land in lot 8 in D.P. 22484

Scale: 80' Feet to an Inch

~~Mun./Shire~~ City: Wyong

Locality: Wallarah Creek

Parish: Munmorah

County: Northumberland

I, Barry Anthony Homann of 121 George St. of B.A. Homann & Assoc's Liverpool

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made * (~~1~~ (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on † 5.12.62

Signature: Barry Homann

Surveyor registered under Surveyors Act, 1929, as amended. Datum Line of Azimuth. "A"–"B"

Statements of Dedications, Easements. (Signatures and Seals to appear in panel provided.)

1. It is intended to dedicate the "Strip of land 51' wide & var for Road widening purposes" to be the public as a public road
2. It is intended to dedicate Allambee Cres. 54' wide & Famata Ave. 54' Wide to the public as public roads together with the splayed corners.
3. It is intended to create easements for drainage purposes appurtenant to Allambee Cres. over lots 47 and 61 shown on plan "Site of proposed drainage easement 6'0" wide."

OFFICE USE ONLY.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

WARNING. Plan Drawing only to appear in this space.

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

Req:R629052 /Doc:DP 0215432 P /Rev:12-Nov-1999 /NSW LRS /Pgs:ALL /Prt:25-Jun-2024 13:29 /Seq:1 of 6
© Office of the Registrar-General /Src:TRISearch /Ref:240455

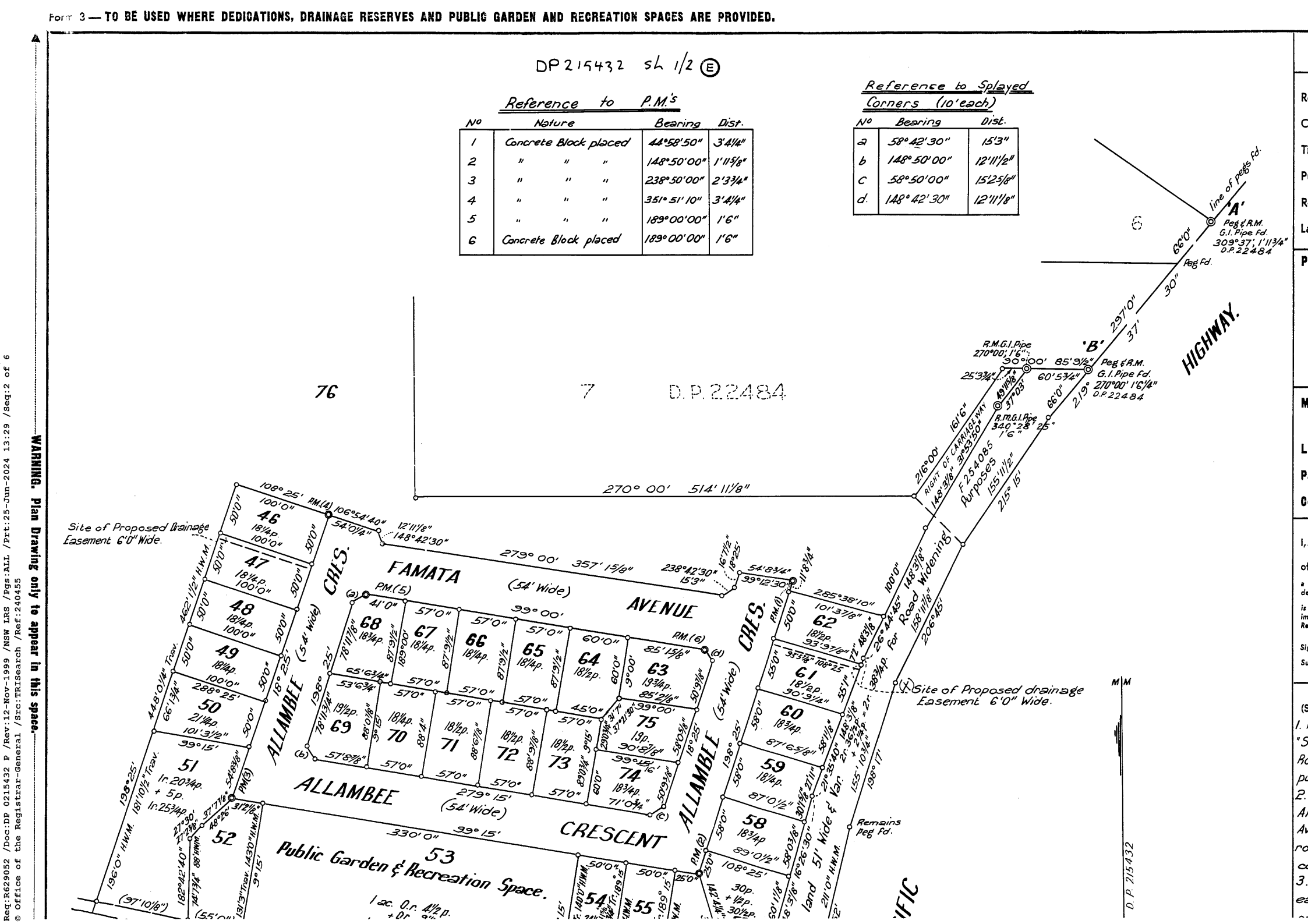
DP 215432 Sh 1/2 (E)

Reference to P.M.'s

No	Nature	Bearing	Dist.
1	Concrete Block placed	44°58'50"	3'4¼"
2	" " "	148°50'00"	1'11⅝"
3	" " "	238°50'00"	2'3¾"
4	" " "	351°51'10"	3'4¼"
5	" " "	189°00'00"	1'6"
6	Concrete Block placed	189°00'00"	1'6"

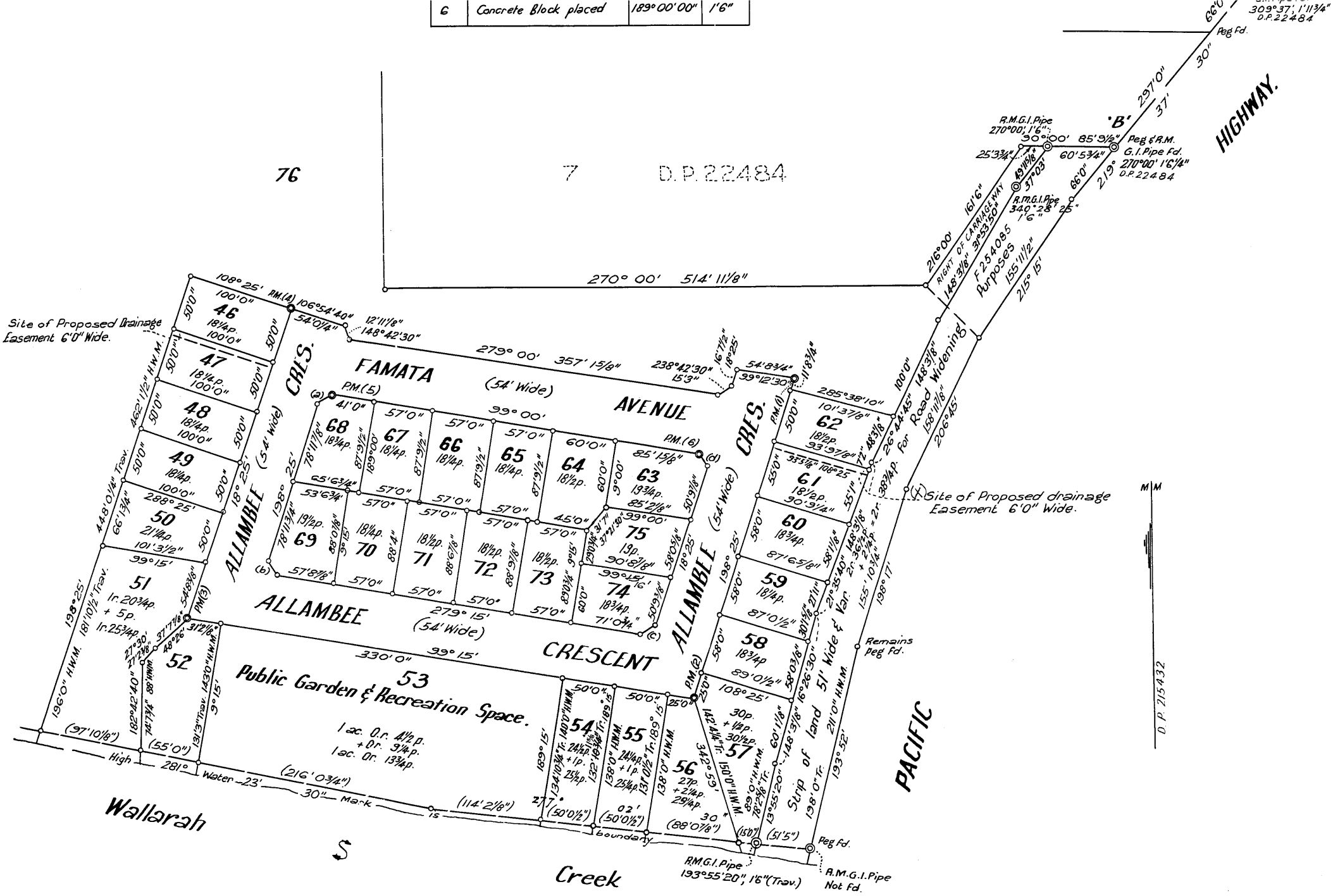
Reference to Splayed Corners (10' each)

No	Bearing	Dist.
a	58°42'30"	15'3"
b	148°50'00"	12'11½"
c	58°50'00"	15'2⅝"
d	148°42'30"	12'11⅛"



WARNING. Plan Drawing only to appear in this space.
Req:R629052 /Doc:DP 0215432 P /Rev:12-Nov-1999 /NSW LRS /Pgs:ALL /Prt:25-Jun-2024 13:29 /Seq:2 of 6
© Office of the Registrar-General /Src:TRISearch /Ref:240455

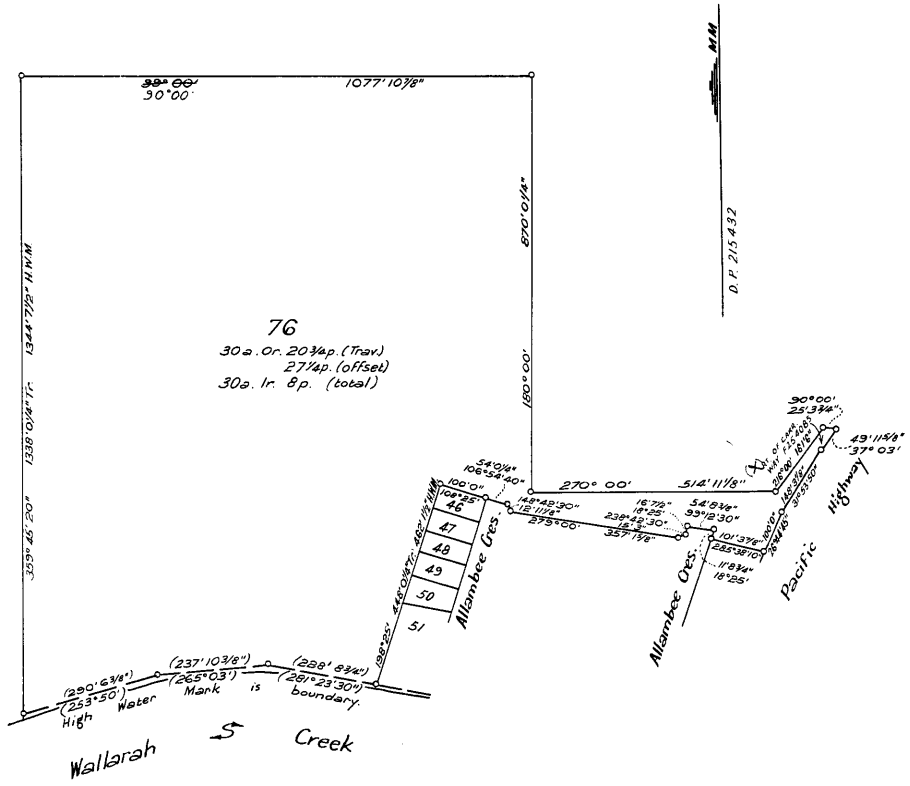
6	Concrete Block placed	189°00'00"	1'6"



DP 215432 sh 1/2 (E)

WARNING. Plan Drawing only to appear in this space.
Req:R629052 /Doc:DP 0215432 P /Rev:12-Nov-1999 /NSW LRS /Pgs:ALL /Prt:25-Jun-2024 13:29 /Seq:3 of 6
© Office of the Registrar-General /Src:TRISearch /Ref:240455

Form No. 4 — To be used in conjunction with Forms 2 or 3. WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



DP215432 (E)

Registered: 16.4.1963

This is Sheet 2 of my plan in 2

Sheets dated 5th December 1961

Barry Thomann

Surveyor registered under Surveyors Act, 1929, as amended.

This is Sheet 2 of the plan of 2

Sheets covered by my Certificate No. 1470 of 8/6/62

J. Golding

Council Clerk.

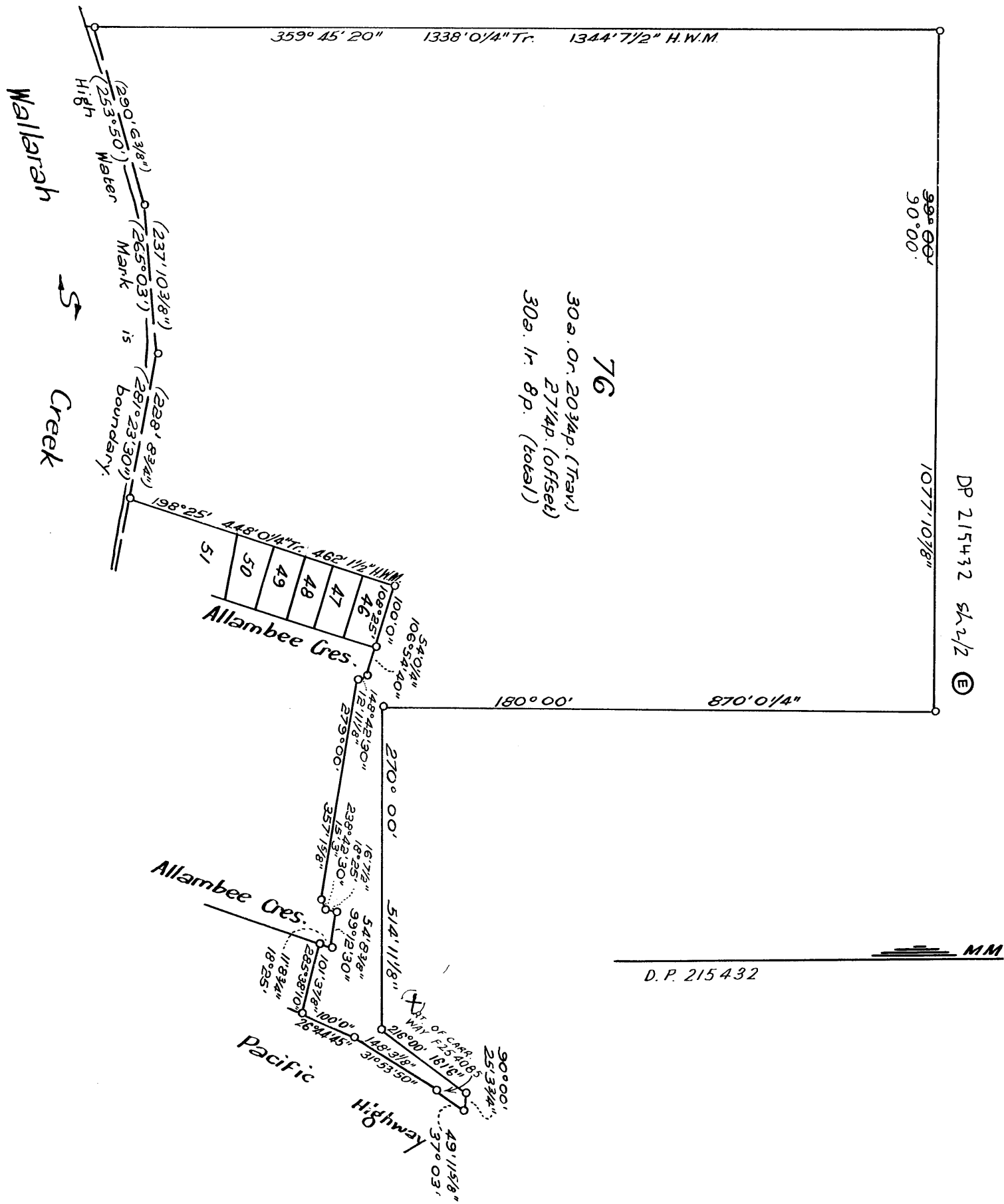
Scale: 200 feet to an inch

WARNING. Plan Drawing only to appear in this space.

WARNING. Plan Drawing only to appear in this space.

Req:R629052 /Doc:DP 0215432 P /Rev:12-Nov-1999 /NSW LRS /Pgs:ALL /Prt:25-Jun-2024 13:29 /Seq:4 of 6
© Office of the Registrar-General /Src:TRISearch /Ref:240455

Req:R629052 /Doc:DP 0215432 P /Rev:12-Nov-1999 /NSW LRS /Pgs:ALL /Prt:25-Jun-2024 13:29 /Seq:5 of 6
© Office of the Registrar-General /Src:TRISearch /Ref:240455



Sh. 1 of 2 Sheets.

DP215432

Registered: 16.5.1963

C.A.: 1470 of 8-6-62

Title System: Torrens

Purpose: Subdivision

Ref. Map: Parish

Last Plan D.P. 22484

PLAN OF *Subdivision of land in lot 8 in D.P. 22484*

Scale: *80' Feet* to an inch

Mun./Shire ~~City~~: Wyong

Locality: Wallarah Creek

Parish: Munmorah

County: Northumberland

I, Barry Anthony Homann of 121 George St, B.A. Homann & Assoc's Liverpool

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made * (~~1~~ (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on † 5.12.61

Signature: [signature]

Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line of Azimuth: "A"–"B"

Statements of Dedications, Easements.
(Signatures and Seals to appear in panel provided.)

1. It is intended to dedicate the "Strip of land 51' wide & var for Road widening purposes" to be the public as a public road
2. It is intended to dedicate Allambee Cres. 54' wide & Tamata Ave. 54' Wide to the public as public roads together with the splayed corners.
3. It is intended to create easements for drainage purposes appurtenant to Allambee Cres. over lots 47 and 61 shown on plan "Site of proposed drainage easement 6'0" wide."

OFFICE USE ONLY.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

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

SIGNATURES AND SEALS ONLY.

[signatures]

Proprietors

[signature]

26th February 1962

[signature]

Approved by the Council and Certified in accordance with the provisions of Section 327 of the Local Government Act, 1919.

Date: 8/6/62

Subdivision No.: 1470

Golding

Council Clerk.

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 215432 SH 1/2

FEET	INCHES	METRES
1	6	0.457
1	6 1/4	0.464
1	11 5/8	0.600
1	11 3/4	0.603
2	3 3/4	0.705
3	4 1/4	1.022
6	-	1.829
7	2	2.184
11	8 3/4	3.575
12	11 1/8	3.940
12	11 1/2	3.950
15	-	4.572
15	2 7/8	4.645
15	3	4.648
16	7 1/2	5.067
18	8 3/4	5.709
25	-	7.620
25	3 3/4	7.715
27	2 3/8	8.290
27	11	8.509
29	0 3/4	8.858
30	1 5/8	9.185
31	2 1/8	9.503
31	7	9.627
37	7 7/8	11.478
41	-	12.497
45	-	13.716
48	3 1/8	14.710
49	11 5/8	15.230
50	-	15.240
50	0 1/2	15.253
50	9 3/8	15.478
50	9 7/8	15.491
51	-	15.545
51	5	15.672
53	6 3/4	16.326
54	-	16.459
54	8 3/8	16.672
54	8 5/8	16.678
54	8 3/4	16.681
55	-	16.764
55	1	16.789
57	-	17.374
57	8 7/8	17.599
58	-	17.678
58	0 3/8	17.688
58	0 1/2	17.691
58	1 1/8	17.707
60	-	18.288
60	1 1/8	18.317
60	5 3/4	18.434
65	6 3/4	19.983
66	-	20.117
66	1 3/4	20.161
67	6 5/8	20.590
71	0 3/4	21.660
74	7 3/4	22.752
78	2 5/8	23.841
78	2 7/8	23.847
78	11 3/4	24.073
78	11 7/8	24.076
85	1 5/8	25.949
85	2 1/8	25.962
85	9 1/2	26.149
87	0 1/2	26.530
87	6 5/8	26.686
87	9 1/2	26.759
88	-	26.822
88	0 7/8	26.845
88	4	26.924
88	6 7/8	26.997
88	9 7/8	27.073
89	-	27.127
89	0 1/2	27.140
89	0 3/4	27.146
90	8 7/8	27.657
90	9 1/4	27.667

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 215432 SH 1/2 CONTD

FEET	INCHES	METRES
93	5 7/8	28.496
93	9 7/8	28.597
97	9 7/8	29.816
97	10 1/8	29.823
100	-	30.480
101	3 1/2	30.874
101	3 7/8	30.883
114	2 1/8	34.801
131	0 1/2	39.942
131	3	40.005
132	11 5/8	40.529
134	10 3/4	41.116
138	-	42.062
140	-	42.672
142	4 1/4	43.390
143	-	43.586
148	3 1/8	45.190
150	-	45.720
155	10 1/2	47.511
155	10 3/4	47.517
155	11 1/2	47.536
158	11 7/8	48.460
161	6	49.225
181	10 1/2	55.486
196	-	59.741
198	-	60.350
211	-	64.313
216	0 3/4	65.856
297	-	90.526
330	-	100.584
357	0 5/8	108.829
357	1 5/8	108.835
448	0 1/4	136.557
462	1 1/2	140.856
514	11 1/8	156.950

AC	RD	P	SQ M
-	-	1/2	12.6
-	-	1	25.3
-	-	2 1/4	56.9
-	-	5	126.5
-	-	9 1/4	234
-	-	18 1/4	461.6
-	-	18 1/2	467.9
-	-	18 3/4	474.2
-	-	19	480.6
-	-	19 1/2	493.2
-	-	19 3/4	499.5
-	-	21 1/4	537.5
-	-	24 1/4	613.4
-	-	24 1/2	619.7
-	-	25 1/4	638.6
-	-	25 1/2	645
-	-	27	682.9
-	-	29 1/4	739.8
-	-	30	758.8
-	-	30 1/2	771.4
-	1	20 3/4	1537
-	1	25 3/4	1663
-	2	36 1/2	2947
-	2	38 3/4	3004
1	-	4 1/2	4161
1	-	13 3/4	4395

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 215432 SH 2/2

FEET	INCHES	METRES
11	8 3/4	3.575
12	11 1/8	3.940
15	3	4.648
16	7 1/2	5.067
25	3 3/4	7.715
49	11 5/8	15.230
54	0 1/4	16.466
54	8 3/8	16.672
54	8 5/8	16.678
100	-	30.480
101	3 7/8	30.883
148	3 1/8	45.190
148	3 1/2	45.199
161	6	49.225
228	8 3/4	69.717
237	10 3/8	72.501
237	10 3/8	72.501
290	6 3/8	88.554
357	1 5/8	108.855
448	0 1/4	136.557
462	1 1/2	140.856
514	11 1/8	156.950
870	0 1/4	265.182
1077	10 7/8	328.546
1338	0 1/4	407.829
1344	7 1/2	409.842

AC	RD	P	SQ M
-	-	27 1/4	689.2

AC	RD	P	HA
30	-	20 3/4	12.19
30	1	8	12.26

Req:R629052 /Doc:DP 0215432 P /Rev:12-Nov-1999 /NSW LRS /Pgs:ALL /Prt:25-Jun-2024 13:29 /Seq:6 of 6
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Req:R629051 /Doc:DL F254085 /Rev:03-Apr-1997 /NSW LRS /Pgs:ALL /Prt:25-Jun-2024 13:29 /Seq:1 of 3
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F254085

R.P. 13.

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT)

FEES:— £ s. d.
Lodgment ... : 15.
Endorsement... : :
Certificate : 1.10.
Caveat Ex : 5.
Easmt. : 10.
: :
£ 0 : 3

N.S.W. DEPARTMENT OF STAMP DUTIES 23 MY 50 R

(Trusts must not be disclosed in the transfer.)

I, CHARLES VINCENT BOUGHTON of Wyong, Boatshed Proprietor, 3-7-50.

(herein called transferor)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black or blue-black ink.

being registered as the proprietor of an estate in *fee simple*[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Five hundred and eighty pounds --

(£580. 0. 0) (the receipt whereof is hereby acknowledged) paid to me by MARY ELIZABETH BERRY formerly of Randwick but now of Wyong, the wife of Theodor Berry of the same place, Traveller,

(herein called transferee)

[a] If "Estate" is not struck out" in fee simple" underline the word.

[b] If to two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said transferee[b]

ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Northumberland	Murmorah	part	6015	164	Being lot 7 on Deposited Plan in Dealing No.F174495. now D.P. 22484
✓	✓	✓		✓	

[c] If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

[d] If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. " Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

[e] Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Acts, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

[f] A very short note will suffice.

~~And the transferee covenants with the transferor~~ And the Transferor doth hereby grant and Transfer to the Transferee as appurtenant to the land hereinbefore transferred a right-of-carriageway over that portion of Lot 8 in the said D.P. as is shown thereon and therein described as "site of proposed right-of-way of variable width. ~~See annexure hereto marked "A"~~

See annexure hereto marked "A"

ENCUMBRANCES, &c., REFERRED TO.

Subject to reservations noted on relevant Certificate of Title.

NOT TO BE ALTERED BY ERASURE—See Foot Note.

[g] If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

Signed at Sydney the 19th day of May 1950

*Signed in my presence by the transferor CHARLES VINCENT BOUGHTON WHO IS PERSONALLY KNOWN TO ME

Mervyn Hutchinson
Solicitor
Sydney

C. V. Boughton
Transferor.*

*Signed

[h] Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

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

Signed in my presence by the transferee MARY ELIZABETH BERRY WHO IS PERSONALLY KNOWN TO ME

Robert E. Martin
Solicitor
Sydney.

Mary E. Berry
Transferee(s).

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

K1103. 1423. 6/49. 81457—W. ALFRED HENRY PETTIFER, GOVERNMENT PRINTER.

Req:R629051 /Doc:DL F254085 /Rev:03-Apr-1997 /NSW LRS /Pgs:ALL /Prt:25-Jun-2024 13:29 /Seq:2 of 3
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No. ____ LODGED BY ____

CONSENT OF MORTGAGEE.

(N.B.—Before execution read marginal note.)

I, ____ mortgagee under Mortgage No. ____ release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

i This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at ____ this ____ day of ____ 19 .

Signed in my presence by ____

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. ____ Miscellaneous Register under the authority of which he has just executed the within transfer.

j Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at ____ the ____ day of ____ 19 .

Signed in the presence of— ____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

k To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of those parties.

Appeared before me at ____, the ____ day of ____, one thousand nine hundred and ____ the attesting witness to this instrument and declared that he personally knew ____ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said ____ is ____ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

INDEXED

MEMORANDUM OF TRANSFER

Tog. with Right of Carr. Way.
Subject to Covenants
with benefit of covenant

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 ____
2 ____
3 ____
4 ____
5 ____
6 ____
7 ____

Received ____ Docs. Nos. ____

Receiving Clerk.

Checked by

Particulars entered in Register Book, Volume 6015 Folio 164

Passed (in S.D.B.) by [illegible] 16/8/50

the 25th day of August 19 50 at ____ minutes past 12 o'clock ~~in the~~ noon.

Signed by ____

J. W. Pells

Registrar-General

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	DAB	16/8/50
Draft examined	[illegible]	17.8.50
Diagram prepared		5.9.50
Diagram examined	DSB	7.9.50
Draft forwarded		
Sent to Engrossers		
Cancellation Clerk		

Vol. 6233 Fol. 66

K 1163 B 437—W

F254085 Mortgage

EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) 15/-, if accompanied by the relevant title or evidence of production thereof, (b) £1 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) £1-10-0 for each new Certificate of Title issued, (c) 5/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 2/6 where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/6 for each additional folio where the Certificate exceeds ten folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

Req:R629051 /Doc:DL F254085 /Rev:03-Apr-1997 /NSW LRS /Pgs:ALL /Prt:25-Jun-2024 13:29 /Seq:3 of 3
© Office of the Registrar-General /Src:TRISearch /Ref:240455

(3) F 254085.

This is the annexure marked "A" referred to in Memorandum of Transfer of even date herewith made between CHARLES VINCENT BOUGHTON and MARY ELIZABETH BERRY of Lot 7 Deposited Plan No. F174495.

The Transferee for the benefit of Lot 8 on the said Deposited Plan and so as to bind herself her Executors Administrators and Assigns or other the registered proprietor or proprietors of the land hereby transferred doth hereby covenant with the Transferor his Executors, Administrators and Assigns that there shall not be erected or used or allowed to be erected or used on the land hereby transferred or any part thereof any building or structure in the nature of or capable of being used as a dwelling without the consent in writing of the Transferor his Executors Administrators or Assigns or other the registered proprietor or proprietors for the time being of the said Lot 8. The land to which the benefit of the covenant aforesaid is appurtenant is the said Lot 8 and the land which is subject to the burden of the said covenant is the land hereby transferred. The person or persons by whom the said covenant may be released varied or modified is or are the registered proprietor or proprietors for the time being of the said Lot 8 AND the Transferor for the consideration aforesaid for the benefit of the land hereby transferred and so as to bind himself his Executors Administrators and Assigns or other the registered proprietor or proprietors of the residue of the land comprised in the said Certificate of Title volume 6015 folio 164 doth hereby covenant with the transferee her executors administrators and Assigns that there shall not be erected or used or allowed to be erected or used on the residue of the land comprised in the said Certificate of Title registered volume 6015 folio 164 or any part thereof any building or structure to be used as a Cafe Tea Room or Food or Provisions Store without the consent of the registered proprietor or proprietors for the time being of (the land hereby transferred. The land to which the benefit of the covenant aforesaid is appurtenant is the land hereby transferred and the land which is subject to the burden of the said covenant and the residue of the land comprised in the Certificate of Title registered volume 6015 folio 164. The person or persons by whom the said covenant may be released varied or modified is or are the registered proprietor or proprietors for the time being of the land hereby transferred.

DATED the 1916 day of May One thousand nine hundred and fifty.

SIGNED by the Transferor CHARLES VINCENT BOUGHTON in the presence of)

Robert to Martin
Solicitor
Sydney

SIGNED by the Transferee MARY ELIZABETH BERRY in the presence of)

Robert to Martin
Solicitor
Sydney

Mary E Berry B

Req:R629056 /Doc:DL F254086 /Rev:08-Apr-1997 /NSW LRS /Pgs:ALL /Prt:25-Jun-2024 13:29 /Seq:1 of 1
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F254086

JUL 3 10 14 AM

Page 1

Restrictive Covenant

To the Registrar General,

SYDNEY.

I, CHARLES VINCENT BOUGHTON of Wyong, Boatshed Proprietor, being or entitled to be registered as the proprietor of the residue of the land comprised in Certificate of Title registered Volume 6015 Folio 164 after transfer of Lot 7 in the Deposited Plan in Dealing No. F174495 to MARY ELIZABETH BERRY (hereinafter referred to as the Transferee) do hereby request you to enter upon the said Certificate of Title Volume 6015 Folio 164 or upon any new Certificate of Title issued for the residue of the land comprised therein after the transfer of the said Lot 7 the following restrictive covenant:-

The said Charles Vincent Boughton for the benefit of lot 7 in the Deposited Plan in Dealing No. F174495 and so as to bind himself his Executors Administrators and Assigns or other the registered proprietor or proprietors of the residue of the land comprised in Certificate of Title registered volume 6015 Folio 164 doth hereby covenant with the Transferee her Executors Administrators and Assigns that there shall not be erected or used or allowed to be erected or used on the residue of the land comprised in the said Certificate of Title registered Volume 6015 Folio 164 or any part thereof any building or structure to be used as a cafe, tea room or food or provisions store without the consent of the registered proprietor or proprietors for the time being of the said Lot 7. The land to which the benefit of the covenant aforesaid is appurtenant is the said Lot 7 and the land which is subject to the burden of the said covenant is the residue of the land comprised in Certificate of Title Volume 6015 Folio 164. The person or persons by whom the said covenant may be released varied or modified is or are the registered proprietor or proprietors for the time being of the said Lot 7.

DATED at Sydney this 18th day of June, One thousand nine hundred and fifty.

SIGNED by the said)
CHARLES VINCENT BOUGHTON)
in the presence of:)

C. V. Boughton

Solicitor

Sydney

Req:R629054 /Doc:DL K507583 /Rev:15-Apr-1997 /NSW LRS /Pgs:ALL /Prt:25-Jun-2024 13:29 /Seq:1 of 4
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R.25

No. K 507583 NOV 1 PM 1 56 NS NOV 17 AM 10

R.P. 13A

FEES:—
Lodgment
Endorsement

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

$11.20 17/11/00

I, XXXXX NATIONWIDE PROPERTY SECURITIES PTY. LIMITED

(herein called transferor)

being registered as the proprietor of an estate in fee simple[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of SEVEN HUNDRED AND NINETY DOLLARS ($790.00) (the receipt whereof is hereby acknowledged) paid to it by

WILLIAM JOHN SANDO and LAUREL ENID SANDO

do hereby transfer to

WILLIAM JOHN SANDO of Peakhurst, Sales Engineer and LAUREL ENID SANDO his wife as joint tenants

(herein called transferee)

All such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County	Parish	Reference to Title: Whole or Part	Vol.	Fol.	Description of Lands (if part only)
NORTHUMBERLAND	MUNMORAH	WHOLE	9465	45	

~~TOGETHER WITH~~ ~~full and free right of way as appurtenant to the~~ land hereby transferred over Lot 76 in Deposited Plan 215432 being the whole of the land in Certificate of Title Volume 9465 Folio 75 ~~such right of way to continue until~~ legal access from the land hereby transferred is obtained by dedication of a public road ~~connecting the existing public road adjoining the land hereby transferred to the Pacific Highway~~

No. K461038

a If a less estate, strike out "in *fee simple*" and interline the required alteration.

b Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

c The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. ").

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

All blanks should be ruled up before signing.

32777—W 11,65 K N65—2 Sc 437—1 V. C. N. BLIGHT, GOVERNMENT PRINTER

4/7578/2

Req:R629054 /Doc:DL K507583 /Rev:15-Apr-1997 /NSW LRS /Pgs:ALL /Prt:25-Jun-2024 13:29 /Seq:2 of 4
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And the transferee covenant(s) with the transferor for himself and his assigns for the benefit of the adjoining lots in D.P. No.215432but only during the ownership thereof by the transferor its successors and assigns other than a purchaser on sale that no fence shall be erected on the land hereby transferred to divide it from such adjoining lands without the consent of the transferor its successors and assigns PROVIDED THAT such consent shall not be withheld if such fence is erected without expense to the transferor its successors and assigns AND PROVIDED FURTHER THAT such consent shall be deemed to have been given in respect of every such fence for the time being erected AND FURTHER PROVIDED THAT this restriction may be released varied or modified by the owner for the time being of such adjoining land.

d Strike out if unnecessary, or suitably adjust.
(i) if any easements are to be created or any exceptions to be made or
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

e A very short note will suffice

K 1165—2 Sc 437—2

ENCUMBRANCES, &c., REFERRED TO.

Subject to Covenants created by Transfers F254085 and F 254086

~~Subject to Rights of Way created by Transfers~~ K 377240 to K 377275 inclusive and K 400414

Req:R629054 /Doc:DL K507583 /Rev:15-Apr-1997 /NSW LRS /Pgs:ALL /Prt:25-Jun-2024 13:29 /Seq:3 of 4
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If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same."

[f] Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) *in any part of the British dominions outside the State of New South Wales* by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) *In the United Kingdom* by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) *in any foreign place* by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent). (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

[g] Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

[h] To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at Sydney the 25 day of October 1966.

[f] Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

[illegible] Secretary

Common Seal of Maryborough Property Securities Limited

Transferor.* DIRECTOR.

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

[illegible]

Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.[g]

Signed at the day of 19 .

Signed in the presence of—

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.[h]

Appeared before me, at , the day of , one thousand nine hundred and the attesting witness to this instrument, and declared that he personally knew , the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

K 1165—2 St 437—3

Req:R629054 /Doc:DL K507583 /Rev:15-Apr-1997 /NSW LRS /Pgs:ALL /Prt:25-Jun-2024 13:29 /Seq:4 of 4
© Office of the Registrar-General /Src:TRISearch /Ref:240455

K 507583

No.

Lodged by F. J. CHURCH & GRACE
SOLICITORS
Address 133 PITT STREET
SYDNEY
Phone No.

PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage

Dated at *this* *day of* 19

Signed in my presence by

who is personally known to me

Mortgagee.

M.P.D.

DOCUMENTS LODGED HEREWITH
To be filled in by person lodging dealing

1. FHR
2. C/T
3.
4.
5.
6.
7.

Received Docs.

Nos.

Receiving Clerk

THESE SPACES FOR DEPARTMENTAL USE.

Indexed	MEMORANDUM OF TRANSFER Subject to covenant
Checked by	Particulars entered in Register Book 9. 2. 1967
Passed (in S.D.B.) by	at 10 a.m.
Signed by	Registrar General

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		

VOL. FOL.

K 1165—2 St 437—4

Perpetual Conveyancing
PO Box 256
LEONAY NSW 2750

SECTION 10.7(2) PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Fee Paid:	$67.00
Receipt No:	20838200
Receipt Date:	25 June 2024
Property Address:	43 Allambee Crescent, BLUE HAVEN NSW 2262
Property Description:	Lot 46 DP 215432
Property Owner:	Ms Y Shbria
Certificate No:	75719
Reference No:	240455:282893
Date of Issue:	26-Jun-2024

The information contained within this certificate relates to the land.

ADVICE PROVIDED PURSUANT TO S.10.7(2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

(1) Environmental Planning Instruments and Development Control Plans that applies to the carrying out of development on the land

Central Coast Local Environmental Plan 2022

Central Coast Development Control Plan 2022

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

(2) Proposed Environmental Planning Instruments and Draft Development Control Plans which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land

Proposed State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
Proposed Standard Instrument (Local Environmental Plans) Order 2006
Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021
Proposed State Environmental Planning Policy (Housing) 2021
Proposed State Environmental Planning Policy (Planning Systems) 2021

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

(a) Identity of the Zone

Lot 46 DP 215432
R2 Low Density Residential

(b) For each of the environmental planning instruments referred to in clause 1, please refer to the attached land use table to determine (i), (ii) and (iii) listed below:

(i) development that may be carried out within the zone without the need for development consent,

(ii) development which may not be carried out within the zone except with development consent and

(iii) development which is prohibited within the zone.

(c) Whether additional permitted uses apply to the land

Additional Permitted Uses **do not** apply to this land.

(d) Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the fixed minimum land dimensions

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house on the land. However there are minimum lot sizes applying to the subdivision of land, and in some zones the entitlement to erect a dwelling-house, or carry out other types of residential development, is linked to that minimum lot size.

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

No

(f) Whether the land is in a conservation area, however described

No

(g) Whether an item of environmental heritage, however described, is located on the land

None

3	CONTRIBUTION PLANS

The land is subject to San Remo District Development Contributions Plan.

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

This land is subject to the Central Coast Section 7.12 Local Infrastructure Contribution Plan 2023

4	COMPLYING DEVELOPMENT

Whether or not the land is land on which complying development may be carried out under each of the complying development codes under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008,* because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) and 1.19.

HOUSING CODE

Complying development under the Housing Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* does not apply.

This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
Complying Development under the Housing Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

The land is affected by specific land conditions:

- Part of the land is identified on an Acid Sulphate Soils map as Class 1 or Class 2. Council does not have sufficient information to ascertain the extent of Acid Sulphate Soils Class 1 or Class 2.

RURAL HOUSING CODE

Complying development under the Rural Housing Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* does not apply.

This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

The land is affected by specific land conditions:

- Part of the land is identified on an Acid Sulphate Soils map as Class 1 or Class 2. Council does not have sufficient information to ascertain the extent of Acid Sulphate Soils Class 1 or Class 2.

LOW RISE HOUSING DIVERSITY CODE

Complying development under the Low Rise Housing Diversity Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* does not apply.

This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

The land is affected by specific land conditions:

- Part of the land is identified on an Acid Sulphate Soils map as Class 1 or Class 2. Council does not have sufficient information to ascertain the extent of Acid Sulphate Soils Class 1 or Class 2.

GREENFIELD HOUSING CODE

Greenfield Housing Code **is not** applicable to this land.

HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

GENERAL DEVELOPMENT CODE

Complying development under the General Development Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development under the Industrial and Business Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State *Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

INDUSTRIAL AND BUSINESS BUILDINGS CODE

Complying development under the Industrial and Business Buildings Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* does not apply.

This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

The land is affected by specific land conditions:

- Part of the land is identified on an Acid Sulphate Soils map as Class 1 or Class 2. Council does not have sufficient information to ascertain the extent of Acid Sulphate Soils Class 1 or Class 2.

CONTAINER RECYCLING FACILITIES CODE

Complying Development under the Container Recycling Facilities Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

SUBDIVISIONS CODE

Complying development under the Subdivisions Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

DEMOLITION CODE

Complying development under the Demolition code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

FIRE SAFETY CODE

Complying development under the Fire Safety Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development under the Agricultural and Farm Stay Accommodation Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply*.

This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

The land is affected by specific land conditions:

- Part of the land is identified on an Acid Sulphate Soils map as Class 1 or Class 2. Council does not have sufficient information to ascertain the extent of Acid Sulphate Soils Class 1 or Class 2.

5	EXEMPT DEVELOPMENT

Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1) (b1)–(d) or 1.16A.

GENERAL EXEMPT DEVELOPMENT CODE

Exempt development under the General Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development under the Advertising and Signage Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development under the Temporary Uses and Structures Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6	AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (*BUILDING PRODUCT SAFETY ACT 2017*)

1(a) Is there any affected building notice of which the council is aware that is in force in

respect of the land?

No

1(b) Is there any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

1(c) Is there any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding?

No

In this section—

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

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

7 LAND RESERVED FOR ACQUISITION

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

Nil

8 ROAD WIDENING AND ROAD ALIGNMENT

(a) DIVISION 2 OF PART 3 OF THE *ROADS ACT 1993*

The land is not affected by road realignment or road widening under the above.

(b) ENVIRONMENTAL PLANNING INSTRUMENT

The land is not affected by road realignment or road widening under the above.

(c) COUNCIL RESOLUTIONS

The land is not affected by road realignment or road widening under the above.

9 FLOOD RELATED DEVELOPMENT CONTROLS

(1) The land or part of the land **is** within the flood planning area and **is** subject to flood related development controls.

(2) The land or part of the land **is** between the flood planning area and the probable maximum flood and **is** subject to flood related development controls.

(3) In this section—

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

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

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

10	COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

This land **is** affected by a policy adopted by the council or other public authority that restricts the development of the land because of the likelihood of risk restrictions. This land **is** affected because:

The land is classed as being Acid Sulfate Soil Class 2
The land is classed as being Acid Sulfate Soil Class 3
The land **IS WITHIN** a declared Mine Subsidence District under section 20 of the *Coal Mine Subsidence Compensation Act 2017*. Development in a Mine Subsidence District requires approval from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for compensation, development must be constructed in accordance with Subsidence Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

The information currently available to Council indicates that **all** of the land is bush fire prone land (as defined in the Act).

In this section—

adopted policy means a policy adopted—

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

11	BUSH FIRE PRONE LAND

The information currently available to Council indicates that **all** of the land is bush fire prone land (as defined in the Act).

12	LOOSE-FILL ASBESTOS INSULATION

This land does not include any residential premises (within the meaning of the *Home Building Act 1989,* Part 8, Division 1A) that are listed on the register that is required to be maintained under that Division. That register lists residential premises that contain or have contained loose-fill asbestos insulation.

13 MINE SUBSIDENCE

The land **IS WITHIN** a declared Mine Subsidence District under section 20 of the *Coal Mine Subsidence Compensation Act 2017*. Development in a Mine Subsidence District requires approval from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for compensation, development must be constructed in accordance with Subsidence Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

14 PAPER SUBDIVISION INFORMATION

(1) The name of any development plan adopted by a relevant authority that:
(a) applies to this land or
(b) that is proposed to be subject to a consent ballot.

Nil

(2) The date of any subdivision order that applies to this land.

Not applicable

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

15 PROPERTY VEGETATION PLANS

Council **has not** been notified by Local Land Services – Greater Sydney that the land is subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003.

16 BIODIVERSITY STEWARDSHIP SITES

Council **has not** been notified by the Director-General of the Department of Planning and Environment that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act, 2016*.

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

17	BIODIVERSITY CERTIFIED LAND

The land **is not** biodiversity certified land within the meaning of Part 8 of the *Biodiversity Conservation Act, 2016.*

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

18	ORDERS UNDER *TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006*

Council has not been notified of an Order issued under the Trees (Disputes between Neighbours) Act 2006.

NOTE: This advice is based on information provided by the Land and Environment Court.

19	ANNUAL CHARGES UNDER *LOCAL GOVERNMENT ACT 1993* FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works.

In this section—

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

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

20	WESTERN SYDNEY AEROTROPOLIS

Not applicable to Central Coast Local Government Area

21	DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning

and Environment.

22	SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

23	WATER OR SEWERAGE SERVICES

Water or sewerage services provided to the land are not under the *Water Industry Competition Act 2006*.

Note—
A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

NOTE

CONTAMINATED LAND MANAGEMENT ACT 1997

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

(a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

(b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

(c) The land to which the certificate relates is 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,

No

(d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

(e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No

For any enquiries regarding this Certificate, please contact Council's Customer Contact Centre on 02 4306 7900.



Tim Ennis
Signed on Behalf of Central Coast Council

LAND USE TABLE

Zone R2 Low Density Residential
Central Coast Local Environmental Plan 2022

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage best practice in the design of low density residential development.
- To ensure that non-residential uses do not adversely affect residential amenity or place unreasonable demands on services.
- To maintain and enhance the residential amenity and character of the surrounding area.

2 Permitted without consent

Home occupations; Recreation areas

3 Permitted with consent

Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Information and education facilities; Jetties; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Shop top housing; Tank-based aquaculture; Water recycling facilities; Water reticulation systems; Water storage facilities

4 Prohibited

Any development not specified in item 2 or 3

ABN 73 149 644 003
Your Ref: 240455:282893

2 July 2024

Perpetual Conveyancing
PO Box 256
LEONAY NSW 2750

Dear Sir/Madam

43 Allambee Crescent, BLUE HAVEN NSW 2262
Lot 46 DP 215432

In reply to your request for an internal sewerage connection plan for the above lot, please find enclosed your copy of this plan.

Should you require any further information regarding this matter, please contact Central Coast Council's Customer Services Section on 02 4306 7900.

Yours faithfully

Jenny Downing
Signed on Behalf of Central Coast Council

Attachment:

43 Allambee Crescent, BLUE HAVEN NSW 2262
Lot 46 DP 215432

14-1

SHIRE OF WYONG

SEWERAGE CONNECTION PLAN

For M A.M & E.T. RYAN
18 COOK AVE, CANLEY VALE

No.
House No. 43
Street ALLAMBEE CR.
Lot 46 Sec.
Fees $23.00 D.P. 215432
Rec. No. 8579

Scale: 1:500

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

All plumbing and draining work shown on Diagram must be carried out by a plumber and drainer licensed by Wyong Shire Council and in accordance with the provisions of Ordinance No. 46, made under the Local Government Act, 1919, and to the satisfaction of the Council, and no responsibility will be taken for the same unless official certificates are obtained by licensed plumbers.

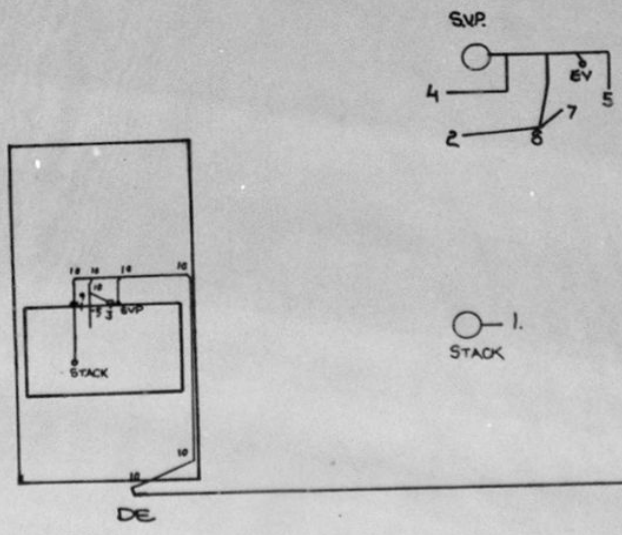
RAIN OR SURFACE WATER IS NOT TO BE CONNECTED WITH SEWER.

IN 1·0 Junction about 52·0 feet from down stream manhole. Depth 0·8

NOTES:

1. Kitchen Sink.
2. Basin.
3. Laundry Tubs.
4. Bath Waste.
5. Water Closet.
6. Grease Interceptor Trap.
7. Shower Recess.
8. Floor Waste.
9. Floor Safe.

I.O. Inspection Opening.
□ Gully Trap.
S.V.P. Soil Vent Pipe.
E.V. Educt Vent.
Special
S.S. Sink Stone.



ABN 73 149 644 003
4 July 2024

Perpetual Conveyancing
PO Box 256
LEONAY NSW 2750

Dear Sir/Madam

Property: Lot 46 DP 215432
43 Allambee Crescent, BLUE HAVEN NSW 2262
Your Reference: 240455:282893

Reference is made to your request for a Sewer Mains Diagram.

In this regard please now find attached a copy of the relevant information showing the sewer main/s location in relation to the property.

If you have any further enquiries regarding this diagram, please contact Central Coast Council's Customer Contact on 02 4306 7900.

Yours faithfully

M Walsh
Signed on Behalf of Central Coast Council

Attach



Warning Note for Underground Plant Locations

This plan may not have been adjusted to take into account changes to boundaries, levels, fences or structures subsequent to the installation of the service/s. This plan is not to scale and all measurements are approximate only. The service/s indicated are expected to be in proximity to the location and depth shown on the plan. Where it is intended to rely on the accurate location of the service/s, the exact position and depth of the service/s should be ascertained onsite by careful hand excavation. Council can provide an on-site advisory service on request to assist in this process. Persons undertaking work will be held responsible for any damage caused to Council's services. Any indication of materials should be used as a guide only.

Base Cadastre is part of the Digital Cadastral Database supplied by the Land and Property Information, (LPI), a division of the Department of Finance and Services. Any person whose legal rights may be affected, or intends to act on any cadastral information shown on this plan should verify such information by consulting the Department of Finance and Services before so acting.

Central Coast Council

Central Coast Council

Sewer Mains Diagram

Not to Scale

Issue Date: 04/07/2024

Legend

- Access Chamber
- Dead End
- Lamphole
- Sewer Manhole
- Vacuum Pot
- Valve
- Private Pump Station
- Pump Station
- STP Treatment Plant
- Reticulation Main
- Trunk Main
- Reticulation Main (Asbestos)
- Effluent Main
- Private Rising Main
- Rising Main
- Vacuum Main
- Rising Main (Asbestos)
- Sewer Encasement
- Abandoned Main
- Main Not In Use
- Applicants land