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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Singer Residential 2/78 Railway Cresent JANNALI NSW 2226	Phone: 02 9528 8738 Mobile: 0457 056 811 email: info@singerresidential.com.au
co-agent		
vendor	Caroline Rae Evans (as Executor of the Estate of Elaine June Evans) PO Box 453, Woollahra NSW 1350	Phone: 0405 692 022 Email: southernsolutions@hotmail.com
vendor's solicitor	Self Acting	
date for completion	See special condition 16	~~day after the contract date~~ (clause 15)
land (address, plan details and title reference)	503 Box Road JANNALI NSW 2226 and being Lot 331 in Plan DP 17524 and being Folio Identifier 331/17524	

☑ 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 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
☑ blinds ☑ dishwasher ☑ light fittings ☑ stove
☑ built-in wardrobes ☑ fixed floor coverings ☑ range hood ☑ pool equipment
☑ clothes line ☑ insect screens ☑ solar panels ☑ TV antenna
☑ curtains ☑ other: air conditioners and fireplace

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)

buyer's agent

vendor	GST AMOUNT (optional) The price includes GST of: $	witness
purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares		witness

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Choices

Vendor agrees to accept a ***deposit-bond*** (clause 3) ☐ NO ☐ yes

Nominated *Electronic Lodgment Network (ELN)* (clause 30): _____

Electronic transaction (clause 30) ☐ no ☐ YES
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):

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

Land tax is adjustable ☐ NO ☐ yes
GST: Taxable supply ☐ NO ☐ yes in full ☐ yes to an extent
Margin scheme will be used in making the taxable supply ☐ NO ☐ yes
This sale is not a taxable supply because (one or more of the following may apply) the sale is:
- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's 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 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 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 disclosure statement - off the plan contract
- ☐ 58 other document relevant to off the plan contract

Other

- ☐ 59

HOLDER OF STRATA OR COMMUNITY TITLE 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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

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

(b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
   (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
   (b) the fifth business day after the day on which the contract was made—in any other case.

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 section 66W of the Act, 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 section 66ZG of the Act.

4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business 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, Industry and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land & 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. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.

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)

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
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;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
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);
document of title	document relevant to the title or the passing of title;
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);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
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*;
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;
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).

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 giving cash (up to $2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

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2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.

3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.

3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –

4.1.1 the form of transfer; and

4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.

4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.

4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.

4.4 The vendor can require the purchaser to include a form of 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 benefited.

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.

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6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

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

12.2 to apply (if necessary in the name of the vendor) for –
12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

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

13 Goods and services tax (GST)

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

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

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –
13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

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

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

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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 purchaser must make a *GSTRW payment* the purchaser must –

13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;

13.13.3 forward the *settlement cheque* to the payee immediately after completion; and

13.13.4 *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.

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.

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 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.

14.6 *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 –

14.6.1 the amount is to be treated as if it were paid; and

14.6.2 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).

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*.

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

16.2 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.

16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.

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

16.5 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.

16.6 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

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –

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

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

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

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

• Place for completion

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 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

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 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.

16.13 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.

17 Possession

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

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

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

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

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

18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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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 4.3);

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; and

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

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 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

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

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

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

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

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

20.14 The details and information provided in this contract (for example, on pages 1 - 3) 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.

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.

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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 s26 Community Land Management Act 1989;

23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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 14.5 apply but on a unit entitlement basis instead of an area basis.

• Adjustments and liability for expenses

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –

23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and

23.6.2 the purchaser is liable for all contributions determined after the contract date.

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

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;

23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or

23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –

23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

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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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

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

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

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

• Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –

24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and

24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

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

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –

24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;

24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and

24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –

- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

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

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest 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 –

- a proper notice of the transfer (an attornment notice) addressed to the tenant;
- 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

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

25.9 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.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

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.

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28 Unregistered plan

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

28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.

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

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is an *electronic transaction*;

30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or

30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or

30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.3.1 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

30.3.2 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 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

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30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and

30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.

30.5 *Normally*, the vendor must *within* 7 days of the *effective date* –

30.5.1 create an *Electronic Workspace*;

30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and

30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –

30.6.1 *populate* the *Electronic Workspace* with *title data*;

30.6.2 create and *populate* an *electronic transfer*;

30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and

30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

30.7 *Normally*, *within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –

30.7.1 join the *Electronic Workspace*;

30.7.2 create and *populate* an *electronic transfer*;

30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and

30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –

30.8.1 join the *Electronic Workspace*;

30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and

30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –

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

30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and

30.9.3 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.

30.10 Before completion, the *parties* must ensure that –

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

30.10.2 all certifications required by the *ECNL* are properly given; and

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

30.11 If completion takes place in the *Electronic Workspace* –

30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;

30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and

30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

30.13 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 –

30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and

30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.

30.15 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 –

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

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

30.16 In this clause 30, these terms (in any form) mean –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
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;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
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*;
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*;
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules*;
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;
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ECNL*;
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*.

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 The purchaser must –

31.2.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.

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31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

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

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

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –

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.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

503 Box Road JAMBERU NSW 2226

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SPECIAL CONDITIONS:

THESE ARE THE SPECIAL CONDITIONS ANNEXED TO CONTRACT FOR SALE OF LAND:

DATED:

BETWEEN:

(VENDOR)

AND:

(PURCHASER)

Property address: 503 Box Road, Jannali NSW 2226

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1. Warranty as to Agent

The purchaser warrants that if there is a vendors agent specified in this contract, then that agent is the only person entitled to claim commission as a result of this sale. The Purchaser indemnifies the Vendor (and this indemnity will not merge or be extinguished on completion of this contract) against any claims for commission by any agent or other person resulting from any such introduction of the Purchaser. The Purchaser also indemnifies the Vendor against all claims and expenses relating to the defence and determination of any such claim made against the Vendor.

2. Amendments to the Printed Conditions

This Contract shall be amended as follows:

a. Clause 1- in the definition of settlement cheque, amend by deleting "a building society, credit union or other FCA institution as defined in the Cheques Act 1986";

b. Clause 5.3 delete "within a reasonable time" and insert the words "within 21 days after the date of this Contract";

c. Clause 7.1.1 - delete the clause and insert the words "any amount is claimed" in lieu thereof;

d. Clause 9.1 – delete the clause and insert in its place "keep or recover 10% of the purchase price (whether this sum is equal to the deposit or not)".

e. Clauses 10.1.8 and 10.1.9 - by omit "substance" and "disclosed" and substitute "existence" and "noted" respectively; and

f. Delete Clauses 16.5 and 16.8

3. Notice to Complete

It is expressly agreed between the Vendor and the Purchaser that any notice to complete given by either party to the other party under this Contract shall be sufficient as to time if a period of 14 days from the date of service of the Notice is allowed for completion. If the Vendor does issue such Notice the vendor shall be entitled to the payment of $280.00 (including GST) by the purchaser (payable on completion) as a reimbursement of legal costs this amount shall remain payable.

4. State of Repair

The Purchaser accepts the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 as to which the Purchaser shall not make any requisition, objection or claim for compensation nor be entitled to rescind or terminate this Contract.

5. Existing Services

The Purchaser shall take title subject to the existing water, sewerage, drainage, gas, electricity and other installations and services. The Purchaser shall not make any objections on the grounds that any connection passes through any other property or that any connection to any other property passes through the property hereby sold. If any such service should pass through, over or under (or should any sewer, manhole or vent be on) the property hereby sold, the Purchaser shall not make any objection or claims for compensation in respect of this.

6. Death or Liquidation

Without in any way limiting the rights and remedies available to either party, should either party (and if more than one comprises that party then any one of them) prior to completion:

a. die or become mentally ill, then the other party can rescind this Contract by written notice to the first party's Solicitors. In that event Clause 19 shall apply and the contract will be at an end; or
b. be declared bankrupt, enter into any scheme of arrangement or assignment for the benefit of creditors, or if the company has any petition for its winding up presented, enters into a scheme of arrangement with creditors, or has a liquidator receiver or official manager appointed, then that party will be in default under this contract.

7. Stamp Duty

The Purchaser must pay all stamp duties (including penalties and fines) which are payable in connection with this Contract. The Purchaser indemnifies the Vendor against any consequential liability arising out of default, delay or omission to pay stamp duty, or failure to make proper disclosures to the Commissioner of Stamp Duty.

8. Interest

a. If this Contract is not completed by the completion date, then in addition to any other right that the Vendor may have under this Contract or otherwise the Purchaser shall on completion (which expression shall in this special condition include cancellation, rescission or termination) of this Contract pay to the Vendor interest on the balance of the purchase price and any other monies payable by the Purchaser to the Vendor under this Contract;
b. The interest applicable to this clause shall be calculated at the rate of 10% per annum and shall apply from and including the completion date up to the date on which completion actually occurs on daily rests;
c. The obligation of the Purchaser to pay interest to the Vendor is an essential term of this Contract; and
d. If completion of this Contract is delayed solely as a result of the Vendor default interest is not to be charged for the period during which completion was delayed solely for this reason

9. Inclusions - State of Repair

The Purchaser accepts any included furnishings and chattels in their present condition and state of repair. The Vendor is not liable for any loss (other than loss due to his own default or act), mechanical breakdown of fair wear and tear in respect of the furnishing or chattels

10. No Warranty

The Purchaser acknowledges he does not rely on any warranty or representation by the Vendor except as expressly provided to in this

Contract. The Purchaser acknowledges that he has relied entirely upon his own enquiries and inspections made before entering this Contract.

11. Deposit Guarantee (if applicable)

In this Contract **Deposit Guarantee** means the Deposit Guarantee issued to the Vendor at the request of the Purchaser by the issuing company (the **Deposit Guarantor**) a copy of which is attached to this contract.

The delivery of the Deposit Guarantee on or before the date of this Contract, to the person nominated in this Contract as deposit holder will, to the extent of the amount guaranteed under the Deposit Guarantee, be deemed for the purposes of this Contract to be payment of the deposit in accordance with the contract.

The Purchaser will pay the amount stipulated in the Deposit Guarantee to the Vendor in cash or by unendorsed bank cheque on completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the Vendor.

If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the Deposit Guarantor under the Deposit Guarantee, the Purchaser will immediately pay the deposit, (or so much of the deposit as has not been paid), to the deposit holder.

If the Deposit Guarantee has an expiry date which occurs before the completion date, the Purchaser must on or before that expiry date replace the Deposit Guarantee with either a bank cheque in favour of the Vendor's Solicitors for the deposit or a replacement Deposit Guarantee which has expiry date occurring after the completion date.

12. Building Certificate

If a copy of any Building Certificate for the property is attached to this contract, the Purchaser cannot make any objection requisition or claim for compensation or be entitled to rescind this Contract in respect of any of the matters disclosed in the Certificate.

13. Survey

If a copy of the Survey Report for the property is enclosed, no objection requisition or claim shall be made by the Purchaser nor shall the Purchaser be entitled to rescind this Contract in respect of any encroachments or boundary issues disclosed in the Report:

The Vendor does not warrant:

a. the accuracy or completeness of the Report; nor
b. that the Report is a correct representation of the improvements now upon the property.

14. Requisitions on Title

The parties agree that should the Purchaser wish to issue Requisitions on Title to the Vendor (in accordance with the standard conditions of this Contract) then the only form of requisitions that will be used by the Purchaser and answered by the Vendor will be the Law Society of NSW (2018) version, a copy of which is annexed to this Contract as Schedule 'A'.

15. Swimming Pool

The Vendor does warrant that any swimming pool on the property complies with

The requirements imposed by the Swimming Pools Act 1992 and the Regulations prescribed there under. A certificate of non-compliance is provided in the contract. The Purchaser cannot make any claim for compensation, objection or requisition, or rescind or terminate this Contract.

16. Contract Subject to Grant of Probate

16.1 Completion of this Contract is subject to and conditional upon the vendor obtaining a Grant of Probate of the Will of the late Elaine June Evans within a period of four (4) calendar months from the date of this Contract. In the event that the vendor is unable to obtain a Grant within that period either party may by notice in writing rescind this Contract whereupon the provisions of Clause 16 hereof shall apply. The right of rescission conferred by this sub-clause shall lapse upon the vendor obtaining a Grant of Probate if it has not been exercised beforehand.

16.2 Subject to sub-clause 16.1 herein, Completion of this Contract shall take place the later of:

(a) within a period of seven (7) days of the vendor or her solicitors notifying the purchaser of her solicitors that the Grant of Probate has issued; or

(b) Six (6) weeks from the date thereof.

16.3 The Purchaser acknowledged that the Transmission Application will be entered onto the PEXA workspace and will be registered simultaneously with the transfer for sale.

Schedule 'A'

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession & Tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage, caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal 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 the inclusions or fixtures subject to any charge or hiring agreement or leasing agreement or to any security interest under the personal Properties Securities Act 2009 (Cth)? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

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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?
    (c) The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the Land Tax Management Act 1956) at least 14 days before completion.
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 & 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, the Environmental Planning and Assessment Act 1979* and their regulations been complied with?
    (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
    (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    (e) In respect of any residential building work carried out in the last 7 years:
        (i) please identify the building work carried out;
        (ii) when was the building work completed?
        (iii) please state the builder's name and licence number;
        (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. (a) 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?
    (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the property. If so please provide details and indicate if there are any proposals for amendment or revocation?
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 and Local Government Act 1993?*
    (c) does it comply with the provisions of the swimming Pools Act 1992 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 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 certificates should be handed over at settlement.
19. (a) To whom do the boundary fences belong?
    (b) Are there any party walls?
    (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.

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

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

Affectations/Benefits

20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract? If a license benefits the Property please provide a copy and indicate:
    (i) whether there are any existing breaches by any party to it;
    (ii) whether there are any matters in dispute; and
    (iii) whether the licensor holds any deposit, bond or guarantee.

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) the existence of any contamination including but not limited to, materials or substances to health such as asbestos and fibreglass or other flammable or combustible material including cladding?

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 & Transfer

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

27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.

28 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.

29. 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.

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

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

Requisitions on Title submitted this day of 20 .

.....
Purchaser

Answers dated this day of 20 .

.....
Vendor

LAND REGISTRY SERVICES

Confirm

Provided by CITEC Confirm

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 331/17524

SEARCH DATE	TIME	EDITION NO	DATE
22/11/2021	7:50 PM	3	4/4/2008

LAND

LOT 331 IN DEPOSITED PLAN 17524
AT JANNALI
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP17524

FIRST SCHEDULE

ELAINE JUNE EVANS (ND AD868084)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 C266863 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Provided on 22/11/2021 06:50 PM by CITEC Confirm

* 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.

CITEC Confirm 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.

Information contained in this document is provided by CITEC Confirm, ABN 52 566 829 700, confirm.com.au, an approved NSW Information Broker.

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Australian Government
Australian Taxation Office

MS CAROLINE R EVANS
PO BOX 453
WOOLLAHRA NSW 1350

Our reference: 7125610398080
Phone: 13 28 66
22 November 2021

Your foreign resident capital gains withholding clearance certificate

- Purchasers are not required to withhold and pay an amount
- Provide a copy to the purchaser and retain a copy for your records

Hello CAROLINE,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410623566323
Vendor name	CAROLINE R EVANS
Clearance Certificate Period	22 November 2021 to 22 November 2022

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at **ato.gov.au/FRCGW**

CONTACT US

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

Applicant:

Ms Caroline Evans
Po Box 453
WOOLLAHRA NSW 1350

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

Certificate no:	ePC:21/8636	Delivery option:	
Certificate date:	22/11/2021	Your reference:	503 Box Road, Jannali

Property:

Lot 331 DP 17524
503 Box Road JANNALI NSW 2226

Zone:

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

Notes:

(a) The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.

(b) 'The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

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

INFORMATION PURSUANT TO SECTION 10.7(2), ENVIRONMENTAL PLANNING & ASSESSMENTACT, 1979

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:
   * Sutherland Shire Local Environmental Plan 2015
   * Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).
   * Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).
   * SEPP (Building Sustainability Index: BASIX) 2004
   * SEPP (Exempt and Complying Development Codes) 2008
   * SEPP (Affordable Rental Housing) 2009
   * SEPP (Educational Establishments & Child Care Facilities) 2017
   * SEPP (Infrastructure) 2007
   * SEPP (Mining, Petroleum & Extractive Industries) 2007
   * SEPP (Housing for Seniors or People with a Disability) 2004
   * SEPP No.19 - Bushland in Urban Areas
   * SEPP No.21 - Caravan Parks
   * SEPP No.33 - Hazardous and Offensive Development
   * SEPP No.50 - Canal Estate Development
   * SEPP No.55 - Remediation of Land
   * SEPP No.64 - Advertising and Signage
   * SEPP No.65 - Design Quality of Residential Apartment Development
   * SEPP No.70 - Affordable Housing (Revised Schemes)
   * SEPP (State and Regional Development) 2011
   * SEPP (State Significant Precincts) 2005
   * SEPP (Vegetation in Non-Rural Areas) 2017
   * SEPP (Concurrences and Consents) 2018
   * SEPP (Primary Production and Rural Development) 2019

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

The following Draft State Environmental Planning Policies (SEPP) apply: Amendments to SEPP (Infrastructure) 2007, SEPP (Housing for Seniors or People with a Disability) 2004, SEPP (State Significant Precincts) 2005, SEPP (Exempt and Complying Development Codes) 2008, SEPP (Educational Establishments and Child Care Facilities) 2017, and new draft policies - SEPP (Environment), SEPP (Fun), SEPP (Housing) 2021 and SEPP (Remediation of Land). Draft SSLEP2015 Refresh Planning Proposal applies to the land. The amendment proposes to align the Sutherland Shire Local Environmental Plan 2015 with Council's adopted Sutherland Shire Local Strategic Planning Statement, and make other minor amendments to improve the operation of the plan or address site specific issues. This Planning Proposal applies to all land in the Sutherland Shire. Draft SSLEP2015 Refresh Planning Proposal seeks to introduce a minimum lot size requirement of 800m^2 for new buildings to be used for the purpose of boarding houses in the R2 Low Density Residential zone. This will not prevent the conversion of existing Dwelling houses to Boarding houses via a change of use Development Application.

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

Sutherland Shire Development Control Plan 2015

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

2. Zoning and land use under relevant LEPs

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

(a) The name and number of the zone:

Sutherland Shire Local Environmental Plan 2015
Zone R2 Low Density Residential

(b) Permitted without consent:

Home occupations

(c) Permitted with consent:

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Tank-based aquaculture

(d) Prohibited:

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

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

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

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

No

(g) Is the land in a conservation area?

No

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

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

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

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

(a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* ***(the 2006 SEPP)***, or

(b) a Precinct Plan (within the meaning of the 2006 SEPP), or

(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

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

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

3. Complying Development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

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

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

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

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

the Commercial and Industrial Alterations Code.

Commercial and Industrial (New Buildings and Additions) Code

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

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

Container Recycling Facilities Code

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

Subdivisions Code

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

Rural Housing Code

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

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

Low Rise Housing Diversity Code

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

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

Green Field Housing Code

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

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

General Development Code

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

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

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

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

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

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

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

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

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

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

No

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

No

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

No

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

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

No

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

No

7A. Flood related development controls information

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

No

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

No

(3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.
Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
probable maximum flood has the same meaning as in the Floodplain Development Manual.

8. Land reserved for acquisition

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

No

9. Contribution Plans

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

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

9A. Biodiversity certified land

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

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

No

10. Biodiversity stewardship sites

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

Note. Biodiversity stewardship agreements include biobanking agreements under Part7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

No

10A. Native vegetation clearing set asides

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

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

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

No

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

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

No.

14. Directions under Part 3A

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

No

15. Site compatibility certificates and conditions for seniors housing

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

No

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

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

No

17. Site compatibility certificates and conditions for affordable rental housing

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

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.
Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

Is there a current site verification certificate, of which the council is aware, in respect of the land?
If so, this statement includes:
(a) the matter certified by the certificate, and
(b) the date on which the certificate ceases to be current (if any), and
(c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure.
Note. A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

No

20. Loose-fill asbestos insulation

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

No

21. Affected building notices and building product rectification orders

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

No

If so, this statement includes:

(a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
(b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.
Note: affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

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

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

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

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

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

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

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

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Co-ordinator General under the Act.
No

Additional Information

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

For further information please telephone [02] 9710 0333.

Yours faithfully



Mark Carlon
Manager Strategic Planning

Sydney WATER

Sewer Service Diagram

Application Number: 8001259020

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD H.S.73c

DIAGRAM OF SANITARY DRAINAGE

Municipality of SUTHERLAND. **SEWER AVAILABLE** Diagram No. 55578

ROWNEY

SYMBOLS AND ABBREVIATIONS

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

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

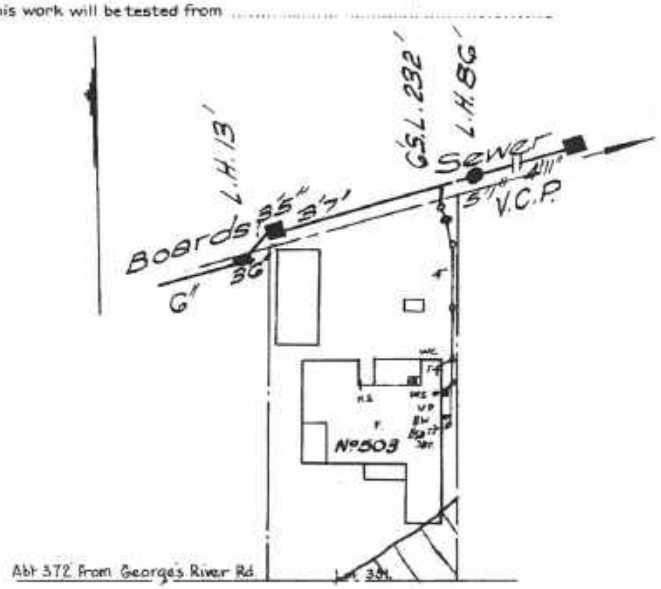
~~This diagram is the property of the Proprietor and is to be returned to him on completion of the work.~~

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

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

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

This work will be tested from .....



BOX R°

SHEET N° 9835
F.B. 985/79.

1297 011

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

OFFICE USE ONLY 73/416

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

Document generated at 23-11-2021 08:02:08 AM

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

NSW SWIMMING POOL REGISTER

Certificate of Non-compliance

Clause 21 – Swimming Pools Regulation 2018

Pool no:	**9215f590**
Property address:	**503 BOX ROAD JANNALI**
Date of inspection:	**29 November 2021**
Expiry date:	**29 November 2022**
Issuing authority:	**Jeff Peter Neate - Registered Certifier - bdc2446**

Did not comply with AS1926.1 (2012).

The swimming pool at the above property DOES NOT COMPLY with Part 2 of the *Swimming Pools Act 1992*. Please refer to the registered certifier's notice, issued under section 22E of the *Swimming Pools Act 1992*, for detailed reasons of non-compliance and rectification works required to render the swimming pool compliant with the applicable standard.

The swimming pool poses a significant risk to public safety ☐

The swimming pool does not pose a significant risk to public safety ☒

Non-compliance area/s:

Boundary fence	☒	**Doors**	☒
Fence height	☒	**Fence panels/gaps**	☐
Gate closure	☒	**Gate latch**	☐
Non-ancillary structure	☒	**Non-climbable zones**	☐
Signage	☒	**Window**	☒
Other (see text box below)	☒		

Doors open onto pool no barrier between dwelling and pol and no barrier between garage and pool barrier needs to be installed

This certificate expires on issuing of a certificate of compliance or 12 months after the date of issue, whichever occurs first.

Purchasers of a property with a non-compliant swimming pool barrier have 90 days from the date of settlement to fix any areas of non-compliance.

NSW GOVERNMENT | Revenue

Enquiry ID	3613335
Agent ID	81290352
Issue Date	29 Nov 2021
Correspondence ID	1736170851
Your reference	503 Box Rd, Jannali

GLOBALX INFORMATION PTY LTD
GPO Box 2746
BRISBANE QLD 4001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D17524/331	503 BOX RD JANNALI 2226	$732 667

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 tax year.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Revenue NSW
GPO Box 4042, Sydney NSW 2001 I DX 456 Sydney
T 02 7808 6900 I revenue.nsw.gov.au

Important Information

Who is protected by a clearance certificate?
A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land

When is a certificate clear from land tax?
A certificate may be issued as 'clear' if:
- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?
Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?
A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:
- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply
- Clearance quote or settlement letter which shows the amount to clear

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?
A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds
The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online servce at www revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

Req:R007277 /Doc:DP 0017524 P /Rev:11-Jan-1995 /NSW LRS /Pgs:ALL /Prt:01-Dec-2021 14:10 /Seq:1 of 10
© Office of the Registrar-General /Src:CITEC /Ref:503 Box Road Jannali

Sheet 1

of plan referred to in my declaration of the 21st day of June 1928

DP 17524 1/2 (E)

11715, 13336 and 14073

y of Cumberland

ate

It is intended to create an easement for drainage as appurtenant to Short Street over the strip of land 10 feet wide through lot 28

Estate

Park

Como

Short Street

Lopes Avenue

66 ft wide

Site for 10 0/2

Easement 2.0 or 1 3/4 P Trav H.W. 10 Ft Wide Including Drain Res

Dr Res 10 Ft Wide

LOT 894 8¼ per.

LOT 895 6¾ per.

D.P. 14716

Peg 847

Peg Fd

Peg Fd

Peg

Pegs

found

LAC 22.1.35

Req:R007277 /Doc:DP 0017524 P /Rev:11-Jan-1995 /NSW LRS /Pgs:ALL /Prt:01-Dec-2021 14:10 /Seq:2 of 10
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Shire of Sutherland

C294619 (2 Sheets) Sheet No.1 12.11.34

of plan refer
of the

Plan

of resubdivision of the land in Dep. Plans 11715, 13336 and 14073

Parish of Sutherland County of Cumberland

Janalli Station Estate

It
for drain
Street ov
wide thro

This is the plan numbered & recorded as
DEPOSITED PLAN No. 17524 1/2 (E)
on the 26th day of Feby 1935

REGISTRAR GENERAL

The Common Seal of the Holt Sutherland Co(1933) Ltd. was affixed hereto by order of the Directors of that Company } Directors

[signature] Secretary

15/34
7th November 1934

REF. TO P.Ms

No	Bearing	Dist	
a	285°45'	3'6"	
b	~~357°12'~~	~~9'6"~~	4'3 7/8"
c	~~331°56'50"~~	~~3.10 1/2~~	4'1 1/2"
d	280.15'	3.7	
e	261.3.45	3.6 1/4	
f	237.16.45	3.8	LAC 22-1-35
g	217.51.45	3.6	
h	" " "	"	
i	219.33	3'6"	
j	285.45	3'6"	
k	344.51.50	9.1 1/2	
l	322.25.20	4.11 1/2	
m	341.47.40	3.10 3/4	
n	313.50	3.6	
o	307.42.30	3.6	
p	282.12.30	4.1	
q	241.10	3.6	
r	193.25	3.8 3/4	
s	147.3	3.6	
t	181.14.30	4.5 1/2	
u	219.33	3.6	

This Sheet

321.28.30
325.17.30

Diagram Scale
Not to LAC
22-1-35

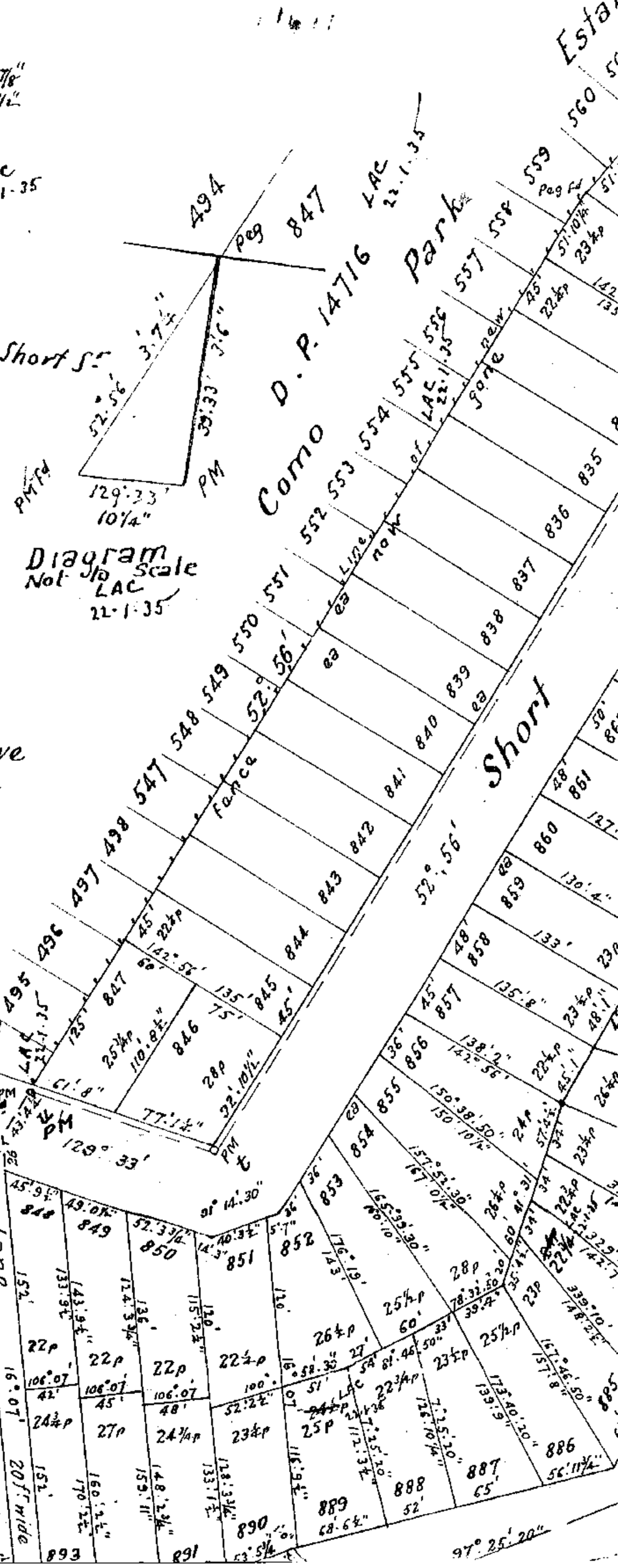
The drainage reserves shown on the plan have been provided by agreement between the owner and the Council of the Shire of Sutherland

Lands Titles
Registered Proprietor

APPROVED by The Council of the Shire of Sutherland in pursuance of Part XII. of The Local Government Act, 1919.

[signature] President

[signature] Shire Clerk



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Shire Clerk

Carvers Road

Lane

20 ft wide

66 ft wide

The Short Cut

Road

Avenue

Circuit

Drain

Fifth Ave

Georges River adopted

Seventh

71 (Ph)

72 (Ph)

73 (Ph)

LOT 904 10¼ perch

D.P. 17524 Sh. 1 of 2 shts

Req:R007277 /Doc:DP 0017524 P /Rev:11-Jan-1995 /NSW LRS /Pgs:ALL /Prt:01-Dec-2021 14:10 /Seq:4 of 10
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Loves

Carriers

Road 66' wide

Tenth Avenue 66' wide

Circus

Parkside

Drain Reserve

LOT 902 20½ per.

LOT 901 5¾ per

LOT 900 7 per

LOT 900 3rds.

(A) LAND EXCLUDES MINERALS - C 125055

(B) LAND EXCLUDES MINERALS - C 266863

Scale 100 feet to an inch

Date of survey February 1928

Azimuth from line AB

Roads Reserves Parks &c are to be dedicated for public use

Restrictive covenants if any will be embodied in the transfers of the lots hereon

P.Ms. on Concrete blocks

All Cut Offs at Street Intersections are 12 Ft

100 0 100 200 300 400

DP 17524 1/2 (E)

In Two Sheets

Louis R. Curtis L.S.

PLAN AMENDED AT L.T.O. · 5.4.89

C294619 (2 Sheets) Sheet No. 2 12.11.34

DP 17524

7th November 1934. 15/34

APPROVED by The Council of the Shire of Sutherland in pursuance of Part XII. of The Local Government Act, 1919.

Robt. Bingham
President

S. Jarvis
Shire Clerk

The drainage reserves shown on the plan have been provided by agreement between the owner and the Council of the Shire of Sutherland

I Louis Albert Curtis Licensed Surveyor specially licensed under the Real Property Act 1900 do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan in two sheets are correct (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented (c) that all physical objects indicated actually exist in the positions shown (d) that the whole of the material facts in relation to the land are correctly represented (e) that the survey has been made under my immediate supervision and I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900

Louis A. Curtis L.S.

Subscribed and declared before me at Sydney this 21st day of June 1928

321·28·30
325·17·30
282·08

REF TO PMs

No	Bearing	Dist	
a	15° 45'	3.6"	
b	~~357° 12'~~	~~3.6~~	4.3 7/8"
c	~~331° 56' 50"~~	~~3.10½~~	4.1½
d	285. 45	3.6	
e	260. 37. 30	~~3.7½~~	3.10½"
f	252 23. 55	3.8	
g	~~192. 8. 10~~	3.7	
h	179. 17. 50	3.6	
h'	285. 45	3.6	
i	179. 17. 50	3.6	
j	285. 45	3.6	
k	179. 17. 50	3.6	
l	269, 17. 50	3.6	
m	" " "	" "	
n	" " "	" "	
o	282. 8. 0	3.7	
p	258. 37. 55	~~3.2~~	3.6 3/4
q	258. 37. 55	~~3.2~~	3.6 3/4
r	269. 17. 50	3.6	
s	" " "	" "	
t	" " "	" "	
u	" " "	" "	
v	306 41 40	" "	
w	285. 15. 12	3.9	
x	219. 39. 22	3.7½	
y	219. 37. 30	3.6½	
z	213. 45	3.6	
v'	285. 45	3.6	

This Sheet

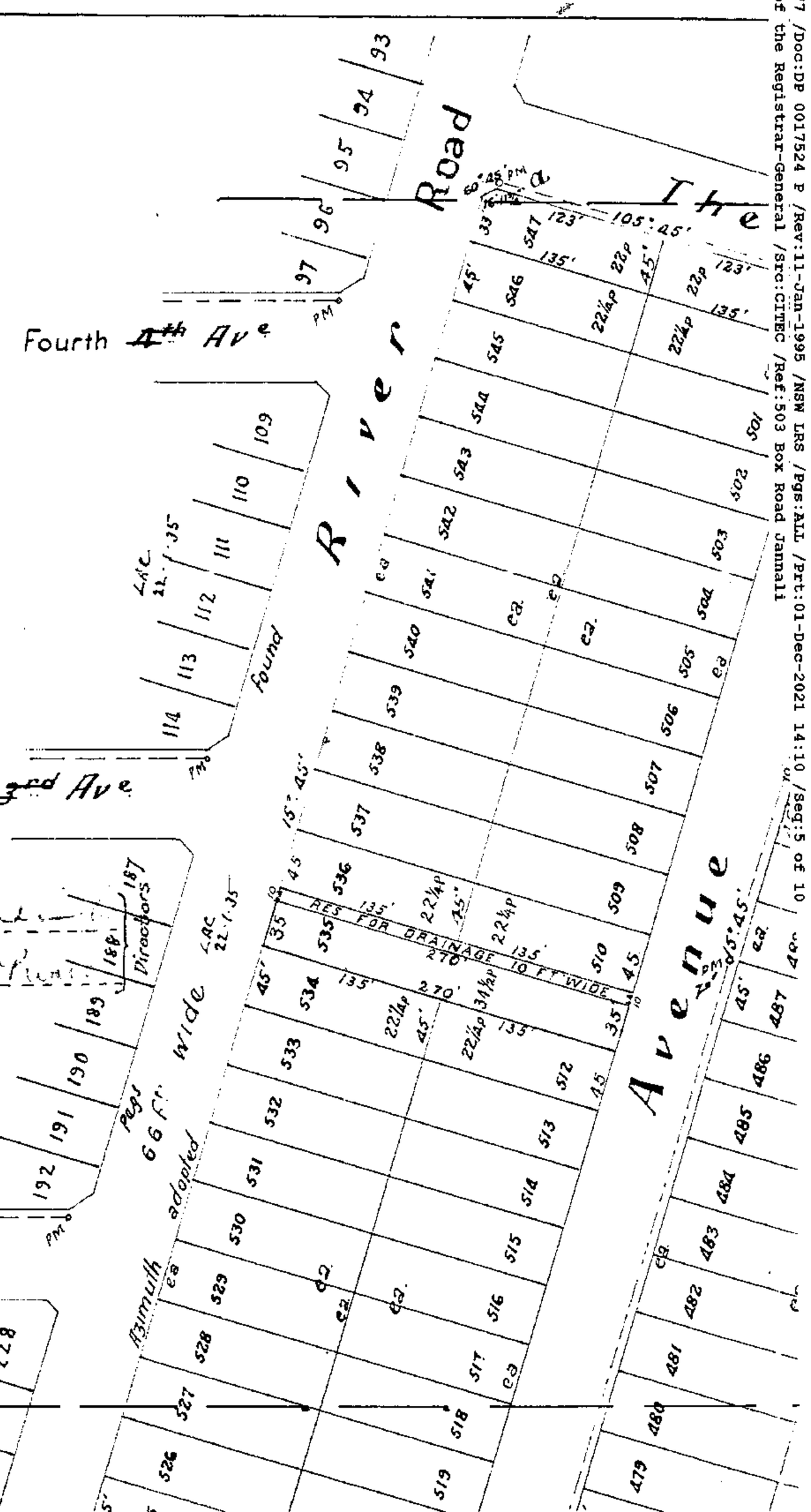
M M

The Common Seal of the Holt Sutherland Co (1933) Ltd. was affixed hereto by order of the Directors of that Company.

Director

Director

Secretary.



Req:R007277 /Doc:DP 0017524 P /Rev:11-Jan-1995 /NSW LRS /Pgs:ALL /Prt:01-Dec-2021 14:10 /Seq:5 of 10
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Sheet 2 of

DP17524 (E)

The Circus

Oyster Bay

Public garden and Recreation Space

Public garden and recreation Space

Reserve for Recreation

Public garden and recreation space

Public garden and Recreation space

LOT 899 3rds. 36½ per.

LOT 896 3¾ per

135' TOTARA DRAINAGE RESERVE WIDTH

66' Wide

Avenue

Road

Tenth Avenue

Seventh Avenue

Req:R007277 /Doc:DP 0017524 P /Rev:11-Jan-1995 /NSW LRS /Pgs:ALL /Prt:01-Dec-2021 14:10 /Seq:6 of 10
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Req:R007277 /Doc:DP 0017524 P /Rev:11-Jan-1995 /NSW LRS /Pgs:ALL /Prt:01-Dec-2021 14:10 /Seq:7 of 10
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Eighth

7th (Ph

Avenue

66' wide

Ninth

Public garden watercourse and recreation space for Recreation Reserve

Lac. 2rd. 14¼ per.

LOT 898

Road

66' wide

East

9th

Carvers

Oyster

Creek

Width over 66' and Variable LAC 22.1.35

Road

10th

DP 17524 2/2 (E)

Louis A. Justin L.S.

Subscribed and declared before me at Sydney
this 21st day of June 1928

J. P.

Scale 100 ft to an In.

Restrictive covenants if any will be embodied in the transfers of the lots hereon
P.Ms on concrete blocks unless otherwise stated
All corners of Streets where cut back are 12 feet from the intersection and are to be dedicated for public use as are also all Streets and Reserves

Louis A. Justin
Registered proprietor

DP 17524 2/2 (E)

Second 2nd Ave

First 1st Ave

Kent St

Davey St

Box

Seventh 7th

Wattle St 66' wide

Pags found LAC 22.1.35

Pag Fd

1650'

Req:R007217 /Doc:DP 0017524 P /Rev:11-Jan-1995 /NSW LRS /Pgs:ALL /Prt:01-Dec-2021 14:10 /Seq:8 of 10
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CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 1/2

FEET	INCHES	METRES
-	0 5/8	0.015
-	1 1/4	0.03
-	1 1/2	0.04
-	1 3/4	0.045
-	6	0.15
-	6 1/2	0.165
-	9 5/8	0.245
-	10 1/4	0.26
1	-	0.305
1	1 1/4	0.335
1	1 3/4	0.35
1	4	0.405
1	7 1/8	0.485
1	7 1/4	0.49
2	1 3/4	0.655
2	2 1/2	0.675
2	3 3/4	0.705
3	6	1.065
3	6 1/4	1.075
3	6 3/8	1.075
3	7	1.09
3	7 1/4	1.1
3	8	1.12
3	8 3/4	1.135
3	9 1/2	1.155
3	10 3/4	1.185
4	1	1.245
4	1 1/2	1.255
4	3 7/8	1.32
4	4	1.32
4	5 1/2	1.36
4	6	1.37
4	8 3/4	1.44
4	11 1/2	1.51
5	-	1.525
5	1	1.55
5	7	1.7
5	9 1/2	1.765
5	10 1/2	1.79
6	-	1.83
6	3	1.905
6	7 1/4	2.015
6	7 3/4	2.025
6	11 3/4	2.125
7	-	2.135
7	0 1/4	2.14
7	2 1/4	2.19
7	4	2.235
7	4 3/4	2.255
7	5	2.26
7	5 1/2	2.275
7	5 7/8	2.285
7	11 7/8	2.435
8	-	2.44
8	0 1/2	2.45
8	2	2.49
8	6 1/2	2.605
9	1	2.77
9	1 1/2	2.78
9	3	2.82
9	5 1/2	2.885
9	6 1/2	2.91
9	8	2.945
9	8 3/4	2.965
9	10	2.995
10	-	3.05
10	0 1/4	3.055
10	0 1/2	3.06
10	1 1/4	3.08
10	1 1/2	3.085
10	2	3.1
10	2 1/2	3.11
10	3	3.125
10	3 3/4	3.145
10	6 1/4	3.205
10	11	3.325
11	4 1/4	3.46

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 1/2 CONTD

FEET	INCHES	METRES
11	6 1/2	3.52
11	9	3.58
12	0 1/4	3.665
12	3 1/2	3.745
12	5	3.785
12	5 1/2	3.795
12	8 1/2	3.875
12	11	3.935
13	1 1/4	3.995
13	3 3/8	4.05
13	6	4.115
13	6 3/8	4.125
13	6 3/4	4.135
13	8 1/2	4.18
13	10	4.215
14	-	4.265
14	3	4.345
14	10	4.52
15	-	4.57
15	1 1/4	4.605
15	2	4.625
15	5 1/4	4.705
15	8 1/4	4.78
15	11	4.85
15	11 3/8	4.86
16	-	4.875
16	1 1/2	4.915
16	10	5.13
16	11 3/4	5.175
17	-	5.18
17	0 1/4	5.19
17	2 1/2	5.245
17	2 3/4	5.25
17	5 3/4	5.33
18	0 1/2	5.5
18	6 1/2	5.65
19	-	5.79
19	3	5.865
19	7 1/4	5.975
19	8 1/2	6.005
19	9	6.02
19	9 3/4	6.04
19	10	6.045
20	-	6.095
20	0 1/2	6.11
20	2 1/2	6.16
20	4 1/2	6.21
21	9 3/4	6.65
22	6	6.86
23	-	7.01
23	1	7.035
23	1 3/4	7.055
23	3	7.085
23	9 1/4	7.245
23	10 3/4	7.285
24	5	7.44
24	7 1/4	7.5
25	-	7.62
25	0 1/2	7.635
26	-	7.925
26	1	7.95
26	2 3/4	7.995
26	6 3/4	8.095
27	-	8.23
27	2 1/4	8.285
27	2 1/2	8.295
27	3	8.305
27	5	8.355
27	8	8.435
27	8 3/4	8.45
28	-	8.535
28	7 1/2	8.725
29	-	8.84
29	1 3/4	8.885
29	7 1/4	9.025
30	-	9.145
30	2	9.195

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 1/2 CONTD

FEET	INCHES	METRES
31	-	9.45
31	7 1/4	9.635
32	-	9.755
32	3 1/2	9.84
32	6	9.905
32	6 3/4	9.925
33	-	10.06
33	1 1/2	10.095
33	10	10.31
33	10 1/2	10.325
34	-	10.365
34	9	10.59
35	-	10.67
35	0 1/4	10.675
35	4 1/2	10.78
35	8	10.87
35	10 1/4	10.93
36	-	10.975
36	3	11.05
36	10	11.225
37	2 3/4	11.345
37	4 1/8	11.38
37	4 3/4	11.4
37	10 1/2	11.545
37	11	11.555
38	-	11.58
38	2	11.635
39	-	11.885
39	1 1/2	11.925
39	4	11.99
39	7	12.065
39	7 1/4	12.07
39	9 3/4	12.135
40	-	12.19
40	1 1/4	12.225
40	3 1/2	12.28
41	-	12.495
41	1 1/4	12.53
41	7 1/4	12.68
41	8 1/4	12.705
41	10	12.75
41	11	12.775
41	11 7/8	12.8
42	-	12.8
42	0 3/8	12.81
42	0 3/4	12.82
42	1	12.825
42	1 3/4	12.845
42	2 1/4	12.86
42	5 1/2	12.94
42	6	12.955
42	6 1/4	12.96
42	7	12.98
42	8 3/4	13.025
42	9	13.03
42	9 7/8	13.05
42	11 7/8	13.105
43	-	13.105
43	1 1/4	13.14
43	2 3/4	13.175
43	4 1/4	13.215
43	5 3/4	13.25
44	-	13.41
44	0 1/4	13.415
45	-	13.715
45	0 3/8	13.73
45	6 1/2	13.88
45	9 1/2	13.955
46	-	14.02
46	3	14.095
46	9 1/2	14.26
46	11	14.3
46	11 3/4	14.32
47	-	14.325
47	1	14.35
47	1 1/4	14.355
47	4 3/4	14.445

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 1/2 CONTD

FEET	INCHES	METRES
47	5	14.455
47	5 7/8	14.475
47	9	14.555
47	9 3/4	14.575
47	10	14.58
47	10 1/4	14.585
48	-	14.62
48	1	14.655
48	2 1/2	14.695
48	2 3/4	14.7
48	3	14.705
48	5 1/2	14.77
49	0 1/2	14.95
49	5 1/4	15.07
50	-	15.24
50	0 1/8	15.245
50	1 1/4	15.27
50	1 3/4	15.285
50	2 3/4	15.31
50	4	15.34
50	5 3/4	15.385
50	9 1/2	15.48
50	10	15.485
50	10 1/2	15.505
51	-	15.545
51	1 1/4	15.575
51	3	15.62
51	10 1/4	15.805
52	-	15.85
52	3	15.925
52	3 7/8	15.95
52	4 1/8	15.955
52	9	16.06
53	5 1/4	16.29
53	5 3/4	16.3
54	-	16.46
54	7 1/4	16.645
55	-	16.765
55	3	16.84
55	11 1/4	17.09
56	-	17.07
56	3	17.145
56	9 1/2	17.31
56	11 3/4	17.365
57	1 1/2	17.41
57	3 1/4	17.455
57	4 1/2	17.49
57	10 1/2	17.64
58	-	17.68
58	0 1/2	17.69
58	2	17.73
58	8	17.86
58	8 1/4	17.87
58	9 1/4	17.915
59	11	18.265
60	-	18.29
60	2 1/2	18.38
60	4 1/2	18.4
60	5	18.415
60	8 3/4	18.51
60	10	18.54
61	1 3/4	18.635
61	8	18.755
62	-	18.9
63	6 3/4	19.375
63	9 1/2	19.445
64	-	19.505
64	2 1/4	19.565
64	4	19.61
64	8	19.71
64	10 1/4	19.765
65	-	19.81
65	9	20.04
66	-	20.115
66	0 1/2	20.13
66	2	20.17
66	2 1/4	20.175

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 1/2 CONTD

FEET	INCHES	METRES
66	3 1/2	20.205
66	4 1/2	20.23
66	10	20.37
66	10 1/2	20.385
67	0 1/2	20.435
67	7	20.6
67	11	20.7
68	-	20.725
68	1 1/4	20.76
68	3	20.805
68	4 3/4	20.845
68	6 1/2	20.89
68	7 1/2	20.915
69	9 1/2	21.27
70	-	21.335
70	2 1/4	21.395
70	2 1/2	21.4
70	3 1/2	21.425
70	5 3/8	21.47
70	5 7/8	21.485
70	8 1/2	21.55
70	11	21.615
71	5 3/4	21.785
72	6 1/4	22.105
72	8 3/4	22.17
73	-	22.25
73	7	22.43
73	7 1/2	22.44
74	1 1/4	22.585
74	2 1/4	22.61
75	-	22.86
75	0 1/4	22.865
76	-	23.165
76	0 1/2	23.175
76	4 1/4	23.275
77	1 1/4	23.5
77	1 1/2	23.51
77	8 3/4	23.69
78	6	23.925
78	10 3/4	24.045
79	6 1/4	24.24
79	8	24.28
79	8 1/2	24.295
80	10 1/4	24.645
81	0 3/4	24.71
81	1 1/4	24.72
82	-	24.995
83	5 1/2	25.385
84	-	25.605
84	3	25.68
84	9 1/2	25.845
84	11 1/4	25.89
85	11 1/2	26.2
86	-	26.215
87	-	26.52
87	7 3/8	26.705
87	10 1/2	26.785
88	-	26.82
88	2 3/8	26.885
88	2 1/2	26.885
88	6	26.975
89	0 3/4	27.145
90	-	27.43
90	4	27.535
90	4 1/4	27.54
90	7 1/4	27.615
91	-	27.735
91	1 3/4	27.78
91	10 1/2	28.005
92	3 1/2	28.13
92	10 1/2	28.31
93	6	28.5
93	6 3/4	28.52
94	-	28.65
94	1	28.675
94	3 1/4	28.735
95	2 1/4	29.015

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 1/2 CONTD

FEET	INCHES	METRES
95	4	29.06
95	3 1/2	29.35
97	1	29.59
99	2	30.225
99	3 1/2	30.265
100	-	30.48
100	6	30.63
102	3 3/4	31.185
103	3 1/4	31.53
104	-	31.7
105	1 1/4	32.035
105	8 1/4	32.215
106	10	32.565
107	2 1/2	32.675
108	-	32.92
109	8 1/2	33.44
110	-	33.53
110	8 1/2	33.745
111	2 3/4	33.905
111	11 1/2	34.125
112	3 1/2	34.225
112	11 1/2	34.43
113	1 1/8	34.47
113	10 1/4	34.705
115	2	35.105
115	2 1/4	35.11
115	3	35.13
116	4 1/4	35.465
116	9 1/2	35.6
118	4	36.07
118	7 1/4	36.15
120	-	36.575
123	-	37.49
123	5 3/4	37.685
123	8	37.695
123	9 1/4	37.725
125	-	38.1
125	1 1/8	38.13
125	5 1/2	38.24
126	-	38.405
126	7	38.385
126	10 1/4	38.665
126	10 1/2	38.67
127	4 1/2	38.825
127	8	38.915
128	3 3/4	39.11
130	2	39.675
130	4	39.725
130	4 1/4	39.73
130	7 1/2	39.815
132	2 1/2	40.295
132	10	40.49
133	9 1/2	40.78
133	10 3/4	40.81
135	-	41.15
135	0 3/4	41.165
135	4 1/4	41.255
135	6 1/2	41.315
135	7 1/2	41.34
136	-	41.455
136	8	41.655
136	10	41.705
137	4 3/4	41.88
137	10 1/2	42.025
138	2	42.115
139	-	42.365
139	3 1/2	42.455
139	5	42.495
139	9	42.595
140	-	42.67
141	-	42.975
142	-	43.28
142	9	43.51
143	-	43.585
143	1 1/4	43.62
143	1 3/4	43.63
143	9 1/2	43.83

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 1/2 CONTD

FEET	INCHES	METRES
144	9	44.12
145	11	44.78
147	10 1/4	45.065
148	2 1/2	45.175
148	2 3/4	45.18
149	7 1/2	45.605
150	-	45.72
150	10 1/2	45.985
151	-	46.025
151	4	46.125
151	4 1/4	46.135
152	-	46.33
153	5 1/4	46.77
155	6 1/2	47.41
155	11 1/4	47.53
156	-	47.55
156	3	47.625
157	8	48.055
158	-	48.16
158	4	48.26
159	9 1/2	48.705
159	11	48.745
160	2 1/2	48.83
160	5	48.895
160	8	48.97
160	8 3/4	48.99
160	10	49.02
163	-	49.68
163	6 3/4	49.855
164	-	49.985
164	2 1/4	50.04
165	9	50.32
166	2	50.65
166	11	50.88
167	0 1/2	50.91
168	3	51.28
170	2 1/2	51.88
170	3 1/2	51.9
171	-	52.12
172	6 1/4	52.58
173	7	52.91
175	0 1/4	53.35
176	-	53.64
177	6 1/4	54.11
179	-	54.56
180	10 3/4	55.14
183	5 1/2	55.87
184	-	56.08
184	4 1/2	56.2
186	-	56.69
186	5 1/4	56.83
186	9 1/2	56.93
191	1 3/4	58.26
191	7	58.39
193	6 3/4	59
195	-	59.44
195	10 1/4	59.7
197	-	60.05
197	5	60.17
199	3 1/2	60.74
202	-	61.57
205	-	62.48
208	1 3/4	63.44
208	6 5/8	63.57
210	-	64.01
212	1 3/4	64.66
214	-	65.23
215	-	65.53
217	-	66.14
217	5 3/4	66.29
218	2 3/4	66.52
218	10 1/2	66.71
219	9 3/4	67
219	10 3/4	67.02
220	-	67.06
220	6	67.21
222	1 1/2	67.7

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 1/2 CONTD

FEET	INCHES	METRES
224	5	68.4
225	-	68.58
225	0 1/2	68.59
226	-	68.88
227	1 1/4	69.22
228	-	69.49
228	7 1/2	69.68
229	10	70.09
230	-	70.1
231	0 1/2	70.42
231	3 3/4	70.5
232	6	70.87
233	-	71.02
233	8 1/4	71.23
233	11 7/8	71.32
238	-	72.54
238	10	72.8
239	-	72.85
240	1 1/2	73.15
242	-	73.76
243	-	74.07
243	4	74.17
243	7	74.24
244	10	74.62
249	-	75.9
256	11 3/4	78.53
264	-	80.47
264	8	80.67
284	-	86.56
288	3 1/2	87.87
301	-	91.74
301	8	91.99
316	0 1/2	96.32
330	-	100.58
333	-	101.5
440	1 1/4	134.14
442	-	134.72
442	8 3/4	134.94
443	11	135.31
445	6	135.79
554	4	168.96
666	2 1/4	203.05
990	-	301.75
1110	-	338.33
1157	1 1/2	352.69
1158	-	352.96
1158	4	353.06
1166	11	355.68
1179	8	359.56
1195	-	364.24
2227	5	678.9
2230	-	679.7

AC	RO	P	SQ M
-	-	2 1/4	56.9
-	-	21 3/4	550.1
-	-	22	556.4
-	-	22 1/4	562.8
-	-	22 1/2	569.1
-	-	22.55	570.4
-	-	22 3/4	575.4
-	-	23	581.7
-	-	23 1/4	588.1
-	-	23.35	590.6
-	-	23 1/2	594.4
-	-	23 3/4	600.7
-	-	24	607
-	-	24 1/4	613.4
-	-	24 1/2	619.7
-	-	24 3/4	626
-	-	25	632.3
-	-	25 1/4	638.6
-	-	25 1/2	645
-	-	25 3/4	651.3
-	-	26	657.6
-	-	26 1/4	663.9

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CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 1/2 CONTD

AC	RD	P	SQ M
-	-	26 1/2	670.3
-	-	26 3/4	676.6
-	-	27	682.9
-	-	27 1/4	689.2
-	-	27 1/2	695.6
-	-	27 3/4	701.9
-	-	28	708.2
-	-	28 1/4	714.5
-	-	28 1/2	720.8
-	-	28 3/4	727.2
-	-	29 1/4	739.8
-	-	29 1/2	746.1
-	-	29 3/4	752.5
-	-	30 1/2	771.4
-	-	30 3/4	777.8
-	-	31 1/4	790.4
-	-	31 1/2	796.7
-	-	31 3/4	803
-	-	32	809.4
-	-	32 1/4	815.7
-	-	32 1/2	822
-	-	32 3/4	828.3
-	-	33	834.7
-	-	33 1/4	841
-	-	33 3/4	853.6
-	-	34	860
-	-	34 1/4	866.3
-	-	34 1/2	872.6
-	-	34 3/4	878.9
-	-	35	885.2
-	-	35 1/4	891.6
-	-	35 1/2	897.9
-	-	35 3/4	904.2
-	-	36	910.5
-	-	36 1/4	916.9
-	-	36 1/2	923.2
-	-	36 3/4	929.5
-	-	37	935.8
-	-	37 1/4	942.2
-	-	38 1/4	967.5
-	1	-	1012
-	1	1/2	1024
-	1	3/4	1031
-	1	1	1037
-	1	1 1/4	1043
-	1	2	1062
-	1	2 1/4	1069
-	1	2 1/2	1075
-	1	4	1113
-	1	7 1/2	1201
-	1	13	1341
-	1	14 1/2	1378
2	-	13 1/4	8425

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 2/2

FEET	INCHES	METRES
-	5 5/8	0.09
-	6	0.15
-	7	0.18
-	7 1/4	0.185
-	10 1/4	0.26
-	11 3/4	0.3
1	8 1/4	0.515
1	9	0.535
2	4 3/4	0.73
2	9	0.84
3	4 1/2	1.03
3	4 3/4	1.035
3	5	1.04
3	5 1/4	1.05
3	5 1/2	1.055
3	6	1.065
3	6 1/4	1.075
3	6 3/4	1.085
3	7	1.09
3	7 1/4	1.1
3	8	1.12
3	8 1/2	1.13
3	9	1.145
3	10 1/4	1.175
3	10 1/2	1.18
4	-	1.22
4	1 1/2	1.255
4	2 3/8	1.28
4	3 7/8	1.32
4	4 1/2	1.335
4	4 3/4	1.34
4	8 1/4	1.43
4	9	1.45
5	1 1/4	1.555
5	5 1/8	1.655
5	5 1/4	1.655
5	8	1.725
5	10 1/2	1.79
6	6 3/4	2.05
6	9 3/4	2.075
6	11 3/4	2.125
7	-	2.135
7	1 1/4	2.165
7	1 1/2	2.17
7	7 1/2	2.325
7	8 1/2	2.35
7	8 3/4	2.355
8	1	2.465
8	2 3/8	2.5
8	5	2.59
9	-	2.745
9	2 3/4	2.815
9	3 5/8	2.835
9	6 1/2	2.91
9	7 3/4	2.94
9	8 3/4	2.965
10	-	3.05
10	1 1/4	3.08
10	3 3/4	3.145
10	10 1/4	3.31
10	11 1/2	3.34
12	-	3.66
12	4 1/4	3.765
12	9 1/2	3.9
12	11 3/8	3.945
13	2	4.015
13	4 1/4	4.07
13	6	4.115
13	6 3/4	4.135
14	2 1/2	4.33
14	4 1/4	4.375
14	4 3/4	4.39
16	1	4.9
16	4	4.98
16	11 3/4	5.175
17	0 1/2	5.195
17	0 3/4	5.2

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 2/2 CONTD

FEET	INCHES	METRES
17	6 1/2	5.345
17	9 3/4	5.43
17	11 1/4	5.465
18	-	5.485
18	1 3/4	5.53
18	10 1/2	5.755
19	1 1/2	5.83
19	2	5.84
19	2 1/2	5.855
19	9	6.02
19	11	6.07
19	11 1/2	6.085
20	-	6.095
20	1	6.12
20	4	6.2
20	10 1/4	6.355
22	-	6.705
23	8 3/4	7.235
24	5	7.44
24	10 1/4	7.575
25	-	7.62
25	4	7.72
25	5 1/4	7.755
25	9	7.85
25	9 1/4	7.855
26	9 3/4	8.17
27	6 1/2	8.395
28	1 1/8	8.565
29	-	8.84
30	-	9.145
30	1	9.17
30	2 1/2	9.205
30	11 3/4	9.44
31	11 1/2	9.74
33	-	10.06
33	4	10.16
33	9 1/2	10.3
33	10 1/4	10.32
33	10 1/2	10.325
34	-	10.365
34	3 3/4	10.46
34	5	10.49
34	7 1/4	10.545
34	7 1/2	10.555
35	-	10.67
35	6 3/4	10.84
36	2 1/4	11.03
37	6 1/2	11.445
38	6	11.735
39	-	11.885
39	6 1/2	12.05
40	-	12.19
40	4 3/4	12.315
40	5	12.32
41	-	12.495
41	9	12.725
42	-	12.8
42	6	12.955
42	10	13.055
42	10 1/4	13.06
42	11 1/4	13.085
43	-	13.105
43	2 3/4	13.175
43	4 1/4	13.215
43	6 1/4	13.265
43	7 1/4	13.29
43	9 1/2	13.35
43	11 1/4	13.39
44	-	13.41
44	4 1/2	13.525
44	4 3/4	13.53
44	9 1/2	13.65
44	11 1/4	13.695
45	-	13.715
45	0 1/4	13.72
45	2 1/2	13.78
45	5 1/2	13.855

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 2/2 CONTD

FEET	INCHES	METRES
45	5 3/4	13.86
45	6	13.87
45	10 1/4	13.975
45	10 3/4	13.99
46	-	14.02
46	0 1/2	14.035
46	2 1/4	14.08
46	2 1/2	14.085
46	2 3/4	14.09
46	4 1/4	14.13
46	4 3/4	14.14
46	6	14.175
46	11 3/4	14.32
47	-	14.325
47	4	14.425
47	4 3/4	14.445
47	8 1/2	14.54
48	-	14.62
48	3	14.705
48	4 1/2	14.745
49	6 1/2	15.1
49	10 3/4	15.21
49	11 3/4	15.235
50	-	15.24
50	2 3/4	15.31
50	4 3/4	15.36
50	6	15.39
51	-	15.545
51	10 1/2	15.81
52	-	15.86
52	0 3/4	15.87
52	9	16.08
52	10 1/2	16.115
52	11 3/4	16.15
53	1	16.16
53	11	16.325
54	-	16.46
54	3 1/2	16.55
55	-	16.765
55	2	16.815
55	8 1/2	16.98
55	10 1/2	17.02
55	11 1/4	17.05
56	4 3/4	17.19
56	9 3/4	17.315
57	-	17.375
57	2	17.425
57	7 1/2	17.565
57	8 1/2	17.59
57	10	17.63
57	11 1/2	17.665
58	-	17.68
58	6 1/2	17.845
59	2 1/2	18.045
59	9 3/4	18.22
59	11 1/4	18.27
60	-	18.29
60	2	18.34
60	6 1/2	18.455
61	-	18.555
61	5	18.72
61	7 1/2	18.785
62	-	18.9
62	0 1/4	18.905
62	10 1/2	19.165
63	-	19.2
63	0 1/2	19.215
63	1	19.23
63	4 3/4	19.325
64	1 1/2	19.545
65	-	19.81
65	1	19.835
66	-	20.115
66	2 1/2	20.18
66	4 1/2	20.23
66	8 3/4	20.34
66	10	20.37

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 2/2 CONTD

FEET	INCHES	METRES
66	10 3/4	20.39
67	-	20.42
67	3 3/4	20.515
67	8 1/2	20.635
67	9 1/4	20.655
67	11	20.7
68	-	20.725
68	2 1/2	20.79
68	5 3/4	20.87
69	3 5/8	21.125
69	11 1/4	21.315
70	-	21.335
70	10 1/2	21.605
71	0 1/4	21.645
71	1 1/4	21.67
71	7 1/2	21.83
71	10 1/2	21.905
72	2 1/2	22.01
72	2 3/4	22.015
72	3	22.02
73	1 1/4	22.28
73	2 3/4	22.32
73	11	22.53
74	0 1/2	22.57
74	1	22.58
75	-	22.86
75	3	22.955
75	7	23.04
76	0 1/4	23.17
76	6 1/4	23.325
76	8 3/4	23.385
80	-	24.365
80	6 1/4	24.545
81	10 3/4	24.96
84	-	25.605
84	1 1/2	25.64
84	3	25.68
84	9 1/2	25.845
84	10 1/4	25.865
85	-	25.91
85	3 3/4	26.005
85	10	26.16
86	10 1/4	26.475
87	0 3/4	26.535
87	9 1/4	26.75
87	11 3/4	26.815
88	-	26.82
88	8 3/4	27.045
88	10 1/2	27.09
89	5	27.255
89	11 3/4	27.425
90	-	27.43
90	7 1/2	27.62
90	10 1/2	27.7
91	-	27.735
91	0 1/8	27.74
91	2 1/2	27.8
91	3 3/4	27.83
91	11 3/4	28.035
92	10	28.295
93	4	28.45
93	10	28.6
94	-	28.65
95	2 1/2	29.02
95	4	29.06
97	4	29.665
97	4 3/4	29.685
98	1	29.895
98	6 1/4	30.03
101	6	30.935
102	8 1/2	31.305
103	1 1/2	31.43
103	2 3/4	31.465
103	4 1/2	31.51
104	7	31.875
105	-	32.005
106	8 1/4	32.52

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 2/2 CONTD

FEET	INCHES	METRES
107	8 1/4	32.825
107	11	32.895
108	-	32.92
109	3	33.3
110	-	33.53
111	3 1/4	33.915
112	-	34.14
116	-	35.355
116	11	35.635
117	9 3/4	35.91
119	3	36.345
119	7 1/2	36.46
119	11	36.55
120	-	36.575
120	10 1/4	36.835
120	11	36.855
120	11 1/2	36.87
123	-	37.49
123	6 1/2	37.655
123	6 3/4	37.66
124	2 1/2	37.86
124	2 3/4	37.865
124	5 1/2	37.935
125	5 1/4	38.235
126	-	38.405
126	1	38.43
126	9 3/4	38.65
128	8	39.22
128	9	39.245
128	10 1/2	39.28
129	8 3/4	39.49
129	8 1/2	39.535
130	-	39.625
131	-	39.93
131	9	40.155
133	11 3/4	40.835
135	-	41.15
135	6 3/4	41.32
135	9 7/8	41.4
135	10	41.4
135	10 1/4	41.41
136	-	41.455
136	5 1/2	41.59
137	-	41.76
137	4	41.86
138	-	42.06
138	3 1/4	42.145
138	4 1/4	42.17
140	-	42.67
141	9	43.205
144	9 1/2	44.13
145	3	44.27
146	2 1/2	44.565
146	4 3/4	44.62
149	8	45.62
150	-	45.72
150	2 3/4	45.79
151	10 1/2	46.29
154	10	47.195
156	4 3/4	47.67
156	5 1/2	47.69
156	8	47.75
157	7 1/2	48.045
158	8 1/2	48.375
159	2 1/2	48.525
160	-	48.77
160	6 1/2	48.935
161	4 1/4	49.18
161	7	49.25
161	7 1/2	49.265
165	2	50.34
166	6 1/4	50.76
167	3 1/4	50.98
167	3 3/4	51
167	8 1/2	51.12
169	7 1/4	51.7
169	11 1/4	51.8

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 2/2 CONTD

FEET	INCHES	METRES
170	-	51.82
170	10 1/2	52.08
171	0 1/4	52.13
171	7 1/2	52.31
172	2 1/2	52.49
173	1 1/4	52.76
175	7	53.52
177	2 1/2	54.01
177	6	54.1
178	10 1/2	54.52
179	4	54.66
180	-	54.86
183	-	55.78
184	10 1/4	56.34
185	-	56.39
185	0 1/8	56.39
185	2 7/8	56.46
187	11 3/4	57.3
189	2	57.66
190	6	58.06
190	7 1/2	58.1
193	7 3/4	59.02
195	7	59.61
195	10	59.69
196	7 1/2	59.93
197	4 3/4	60.17
198	1 1/2	60.39
204	8 1/4	62.39
209	3 1/4	63.79
212	6 1/2	64.78
214	11	65.51
217	10	66.4
217	11	66.42
222	8 3/4	67.89
230	11 3/4	70.4
236	2 1/4	71.99
249	7 1/2	76.09
270	-	82.3
275	5 3/4	83.97
276	6 1/4	84.28
299	11 3/4	88.39
300	-	91.44
300	4	91.54
300	10 7/8	91.72
303	5	92.48
307	7 1/2	93.76
316	10 1/2	96.58
322	3 1/4	98.23
330	4	100.69
343	8	104.75
354	3 1/2	107.99
630	4	192.13
654	3 1/2	199.43
802	4 3/8	244.56
1135	-	345.95
1135	6 3/4	346.12
1150	-	350.52
1177	2 1/2	358.81

AC	RD	P	SQ M
-	-	2.22	56.2
-	-	2 1/4	56.9
-	-	18 3/4	474.2
-	-	19 1/4	486.9
-	-	19 1/2	493.2
-	-	19 3/4	499.5
-	-	20	505.9
-	-	20 1/2	518.5
-	-	21 1/2	543.8
-	-	21 3/4	550.1
-	-	22	556.4
-	-	22 1/4	562.8
-	-	22 1/2	569.1
-	-	22.55	570.4
-	-	22 3/4	575.4
-	-	23	581.7

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 17524 SH 2/2 CONTD

AC	RD	P	SQ M
-	-	23 1/4	588.1
-	-	23 1/2	594.4
-	-	23.55	595.6
-	-	23 3/4	600.7
-	-	24	607
-	-	24 1/4	613.4
-	-	24 1/2	619.7
-	-	24 3/4	626
-	-	25	632.3
-	-	25 1/2	645
-	-	25 3/4	651.3
-	-	26	657.6
-	-	26 1/4	663.9
-	-	27	682.9
-	-	27 1/4	689.2
-	-	27 1/2	695.6
-	-	28 1/4	714.5
-	-	29	733.5
-	-	29 1/4	739.8
-	-	29 1/2	746.1
-	-	29 3/4	752.5
-	-	30	758.8
-	-	30 1/4	765.1
-	-	30 1/2	771.4
-	-	31	784.1
-	-	31 1/4	790.4
-	-	31 1/2	796.7
-	-	31 3/4	803
-	-	32	809.4
-	-	32 3/4	828.3
-	-	33	834.7
-	-	33 1/2	847.3
-	-	33 3/4	853.6
-	-	34 3/4	878.9
-	-	35 1/2	897.9
-	-	36	910.5
-	-	36 1/4	916.9
-	-	37	935.8
-	-	37 1/2	948.5
-	-	37 3/4	954.8
-	-	39 1/2	999.1
-	1	3/4	1031
-	1	1 1/2	1050
-	1	3	1088
-	1	3 1/2	1100
-	1	4	1113
-	1	5 1/2	1151
-	1	5 3/4	1157
-	1	7 1/2	1201
-	1	8 3/4	1233
-	1	11 1/2	1303
-	3	11 1/2	3326
-	3	36 3/4	3965
1	2	13 3/4	6418