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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 117748287	NSW DAN:
vendor's agent	Capital One		Phone: 0414 536 685
	86 Wallarah Road GOROKAN NSW 2263		Fax:
co-agent			Ref: Peter Wilson
vendor			
vendor's solicitor	NSW Trustee & Guardian - Legal - Attn: Joshua Wong - Ref: 189183		Phone: 02 9240 0766
	19 O'Connell Street SYDNEY NSW 2000		Fax: 02 8022 2022
date for completion	42 days after the contract date	(clause 15)	Email: TAGPL@tag.nsw.gov.au
land (Address, plan details and title reference)	16/4 Beryl Street GOROKAN NSW 2263 LOT 16 IN STRATA PLAN 49123 FOLIO: 16/SP49123		
	☑ VACANT POSSESSION ☐ Subject to existing tenancies		
improvements	☐ HOUSE ☑ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space		
	☐ none ☑ other: villa		
attached copies	☑ documents in the List of Documents as marked or as numbered:		
	☐ other documents:		

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

inclusions	☑ air conditioning	☑ clothes line	☑ fixed floor coverings	☑ range hood
	☑ blinds	☑ curtains	☑ insect screens	☐ solar panels
	☑ built-in wardrobes	☐ dishwasher	☑ light fittings	☑ stove
	☑ ceiling fans	☐ EV charger	☐ pool equipment	☑ TV antenna
	☑ other: garage remote, smoke detector, lock box for key			

exclusions

purchaser

purchaser's solicitor — Phone:

Fax:

Price $ — Ref:

deposit $ — (10% of the price, unless otherwise stated)

balance $

contract date — (if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS

☐ tenants in common ☐ in unequal shares, specify: _____

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

buyer's agent

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

SIGNING PAGE

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

vendor agrees to accept a ***deposit-bond*** ☑ NO ☐ yes

Nominated *Electronic Lodgment Network (ELN)* (clause 4) PEXA

Manual transaction (clause 30) ☑ NO ☐ yes

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

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

land tax is adjustable ☑ NO ☐ yes

GST: Taxable supply ☑ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☑ NO ☐ yes

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

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

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

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

***GSTRW payment* (GST residential withholding payment) – 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 representative:

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☑ 60

s 122(1) certificate under NSW Trustee and Guardian Act 2009

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

All Strata Services
Locked Bag 2908, CCBC, LISAROW NSW 2252

02 4351 9699
allstrata@allstrataservices.com.au

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

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

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

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

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

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

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Cooling off period (purchaser's rights)

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

2 **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—**

- **(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or**
- **(b) in any other case—the fifth business day after the day on which the contract was made.**

3 **There is NO COOLING OFF PERIOD—**

- **(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or**
- **(b) if the property is sold by public auction, or**
- **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.**

4 **A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.**

5 **The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.**

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

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

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

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

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

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

8. The purchaser should arrange insurance as appropriate.

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

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

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

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

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

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

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

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

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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

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

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

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

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

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

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13 Goods and services tax (GST)

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

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

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

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

● Vendor

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

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

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

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

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 Time limits in these provisions
21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975
22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

● Notices, certificates and inspections

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

● Meetings of the owners corporation

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

24 Tenancies

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

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24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

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

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

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

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

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

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

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

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

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

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

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

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32 Residential off the plan contract

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

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

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

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

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

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SPECIAL CONDITIONS

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1 Discrepancies

1.1 In the event of any discrepancy between these special conditions and the printed form of this contract, these special conditions will prevail.

2 Amendments to Contract

2.1 The terms of the printed form of this contract are amended as follows:

2.1.1 Delete clause 7.1.1.

3 Unauthorised access to the property

3.1 Apart from the authority given by the vendor to the purchaser in clause 12 of the contract, the purchaser must not without the vendor's written authority do any of the following:

3.1.1 enter the property;

3.1.2 occupy the property;

3.1.3 take possession of the property; or

3.1.4 carry out any work to or on the property.

3.2 If the purchaser without the vendor's written permission does any of those things referred to in special condition 3.1.1 to 3.1.4 (inclusive) at any time between the date of this contract and its completion, the purchaser must pay the vendor on completion a fee calculated at the rate of ten per centum (10%) per annum on the balance of the purchase money from the date of the contract to the date of completion.

3.2.1 The purchaser agrees that the vendor's obligation to complete the contract is interdependent on the purchaser's payment to the vendor of this fee on completion.

3.3 If interest is payable under special condition 9 of this contract, the fee payable under this special condition will only be paid up until the date of completion nominated in this contract.

4 Condition of the property

4.1 The purchaser accepts the property in its current condition as at the contract date and cannot make a claim (whether for compensation or not), objection, requisition, delay completion, or rescind or terminate this contract in respect of:

4.1.1 the state of repair or condition of the property and all inclusions;

4.1.2 any existing infestation, dilapidation and decay;

4.1.3 all defects latent and patent;

4.1.4 the form of or lack of water, sewerage, drainage and plumbing services and connections;

4.1.5 any encroachment by or upon the property;

4.1.6 any latent or patent contamination affecting or emanating from the property and any environmental liability affecting the property at any time;

4.1.7 the presence in or on the property of asbestos or other hazardous substances;

4.1.8 the form of or lack of access to the property; and

4.1.9 any non-compliance with the Swimming Pools Act 1992, Local Government Act 1993 or any associated Ordinance pursuant to that Act in respect of any building on the land.

5 Additional rights of vendor to rescind

5.1 The vendor can by notice in writing rescind this contract if:

5.1.1 the purchaser (or where there is more than one purchaser, any one of them) prior to completion dies, becomes mentally ill or is declared bankrupt; or

5.1.2 the purchaser being a company, resolves to go into liquidation, enter into any scheme or arrangement with creditors, be the subject of a petition for winding up or the appointment of a receiver, liquidation or official manager.

5.2 The provisions of clause 19 will apply to these additional rights of the vendor to rescind.

6 Purchaser's warranties

6.1 The purchaser acknowledges and warrants that:

6.1.1 it does not rely on any letters, documents, correspondence or arrangements whether oral or in writing as adding to or amending the terms, conditions, warranties and arrangements set out in this contract;

6.1.2 it has made its own enquiries in respect of the property;

6.1.3 it does not rely on any representation of the vendor, the vendor's agent, the vendor's solicitor or anyone on their behalf; and

6.1.4 this contract comprises the whole agreement between the parties in respect of the property or its purchase.

6.2 The purchaser warrants as an essential term of this contract that it is not:

6.2.1 the vendor's agent, or an employee or contractor of the vendor's agent;

6.2.2 an employee or contractor of NSW Trustee and Guardian or the Department of Communities and Justice; or

6.2.3 a ‘close relative’ (as defined in section 49(6) of the *Property and Stock Agents Act 2002*) of a person in special conditions 6.2.1 or 6.2.2.

7 No representation

7.1 The vendor makes no representation or warranty about:

7.1.1 the condition and state of repair, including the structural condition, of the property and the inclusions;

7.1.2 the use of the property or the suitability of the property for the purchaser’s future use;

7.1.3 the potential for future development of the property; and/or

7.1.4 the value of the property.

7.2 The purchaser relies solely on its own enquiries inspection and examination in respect of the above.

7.3 The purchaser acknowledges that it has had the opportunity to undertake due diligence in relation to the property including, without limitation, the matters referred to in this contract and any other matter which a prudent purchaser would investigate prior to purchasing this property.

8 Notice to complete

8.1 If a notice to complete (Notice) is served, it is agreed by the vendor and purchaser(s) that:

8.1.1 the Notice will not give less than 14 days after the day immediately following the day on which the Notice is received by the recipient of the Notice.

8.1.2 the Notice may specify an hour of the day at or before which time settlement is to take place;

8.1.3 the Notice will make time for completion essential;

8.1.4 the Notice is deemed reasonable and sufficient to render the time for completion essential; and

8.1.5 should the vendor serve a Notice the purchaser will be liable for a fee of $260.00 plus GST, payable on completion.

9 Interest on balance of purchase money

9.1 If the purchaser(s) does not complete this purchase by the completion date, without default by the vendor:

9.1.1 the purchaser(s) must pay to the vendor on completion an amount calculated as 10% per annum interest on the balance of the purchase money;

9.1.2 this interest will be calculated at a daily rate from the day immediately after the completion date to the day when the sale is completed; and

9.1.3 this interest is payable in addition to the balance of the purchase money and in addition to any fee payable under special condition 3 of this contract.

9.2 It is agreed that the amount payable under this special condition is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.

10 Agent

10.1 The purchaser warrants to the vendor that it was not introduced to the vendor or the property directly or indirectly by any real estate agent or other person who may be entitled to claim commission from the vendor as a result of this sale other than the vendors agent, if any, referred to in this contract.

10.2 The purchaser indemnifies the vendor in respect of any claim which the vendor may incur or became liable for as a result of a breach by the purchaser of the warranty in this clause.

11 Guarantee and indemnity if the purchaser is a company

11.1 If the purchaser of the property is a company, the officers or persons who sign this contract on behalf of the company or who attest the seal of the company on this contract:

11.1.1 jointly and separately guarantee all obligations of the purchaser under this contract including the payment of the purchase price; and

11.1.2 jointly and separately indemnify the vendor in respect of any default of the purchaser under this contract.

11.2 This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this contract between the vendor and the purchaser.

12 Public Trustee name change to NSW Trustee and Guardian

12.1 The purchaser acknowledges by signing this contract that:

12.1.1 The purchaser is aware that, from 1 July 2009, the Public Trustee became known as NSW Trustee and Guardian;

12.1.2 Pursuant to clauses 3, 5 and 11 of Schedule 1 of the NSW Trustee and Guardian Act 2009, NSW Trustee and Guardian is the same as the former Public Trustee;

12.1.3 All documents made and signed in the name of the Public Trustee NSW before or after 1 July 2009 are to be treated as signed in the name of the NSW Trustee and Guardian and any reference in a document to the Public Trustee is to be read as a reference to the NSW Trustee and Guardian;

12.1.4 The vendor may hand over on settlement documents of title which are in the name of Public Trustee or NSW Trustee and Guardian; and

12.1.5 The vendor may execute any documents under the name of Public Trustee or NSW Trustee and Guardian.

12.2 The purchaser will not be entitled to make any requisitions as to title, objections, claims, delay completion, rescind or terminate in respect to any matter arising from this special condition or the use of the names Public Trustee or NSW Trustee and Guardian.

12.3 The vendor undertakes to answer any requisitions which may issue from Land Registry Services NSW in respect of the use of the names Public Trustee or NSW Trustee and Guardian.

13 Requisitions on title

13.1 Notwithstanding anything to the contrary contained in this contract or implied at common law, the purchaser acknowledges that:

13.1.1 the purchaser's rights to raise requisitions on title in respect of this contract and the property the subject of this contract will be limited to raising requisitions in the form annexed to this contract; and

13.1.2 the purchaser will have no right or entitlement to raise any further or other requisitions on title other than those in the form annexed to this contract.

14 Deposit by Instalments

14.1 If agreed by the vendor in writing and notwithstanding clause 2.2 of the printed form of the contract, the purchaser will pay the total deposit being 10% of the purchase price as specified on the front page of the contract in the amounts and upon the dates as follows:

14.1.1 5% of the purchase price – upon the date of this contract, and

14.1.2 the balance of the 10% deposit upon the first to occur of:

(i) completion of this contract, and

(ii) the date upon which the vendor terminates this contract due to default by the purchaser.

14.2 Notwithstanding clause 2.2, the purchaser will pay the instalment of the deposit payable upon completion. As provided for in clause 2.3, time is essential in the due payment of this instalment of the deposit.

14.3 The purchaser acknowledges that, notwithstanding any other correspondence issuing from any person (and, in particular, from the Agent or any representative of the vendor), the deposit payable pursuant to this contract is equivalent to 10% of the purchase price to secure the purchaser's obligations pursuant to this contract.

15 Building certificate and Survey

15.1 The purchaser acknowledges that in respect of this property:

15.1.1 the vendor does not have a survey report or a building certificate issued under the *Environmental Planning and Assessment Act 1979* (’Building Certificate’);

15.1.2 the vendor does not authorise the purchaser to have the property inspected to obtain a Building Certificate;

15.1.3 it will not apply to the local authority for a Building Certificate; and

15.1.4 the purchaser must not raise any requisition, objection, claim for compensation, delay completion or rescind or terminate this contract because there is no survey or Building Certificate available for the property.

16 Sewerage service and sewer location diagrams

16.1 If sewerage service and sewer location diagrams are attached to this contract, the purchaser must not make any objection, requisition, or claim for compensation in respect of anything referred to or disclosed in the diagrams or due to lack of accuracy or completeness of the diagrams.

18 Conditions of sale by auction—the Act, s 77

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

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

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

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

(d) if there is a disputed bid—

(i) the auctioneer is the sole arbitrator, and

(ii) the auctioneer's decision is final,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certificate under section 66W of the *Conveyancing Act 1919* (NSW)

Excluding cooling off period under contract for sale of residential property — New South Wales

I certify that:

1. I am a solicitor, licensed conveyancer or barrister admitted to practice in a State or Territory of Australia.

2. This certificate is given under section 66W of the *Conveyancing Act 1919* (NSW) in relation to a contract for the sale of the property in the Schedule between the vendor in the Schedule and the purchaser in the Schedule.

3. The certificate is given for the purpose of excluding the cooling off right under that contract.

4. I do not act as solicitor for the vendor, nor am I a solicitor employed by a solicitor acting for the vendor, nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.

5. I have explained to the purchaser, or if the purchaser is a corporation, a person whom I know to be an officer of the corporation or a person involved in the management of its affairs:

   (a) the effect of the contract;

   (b) the nature of this certificate; and

   (c) the effect of giving this certificate to the vendor.

Signed _____

Name of signatory _____

Address of signatory _____

Date _____

Schedule

Property _____

Vendor _____

Purchaser _____

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 16/SP49123

SEARCH DATE	TIME	EDITION NO	DATE
9/6/2023	8:51 AM	7	9/6/2023

LAND

LOT 16 IN STRATA PLAN 49123
AT GOROKAN
LOCAL GOVERNMENT AREA CENTRAL COAST

FIRST SCHEDULE

NSW TRUSTEE AND GUARDIAN (AE AT159708)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP47605

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

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Received: 09/06/2023 08:51:18

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP47605

SEARCH DATE	TIME	EDITION NO	DATE
5/10/2022	12:51 PM	4	20/3/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 47605 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT GOROKAN
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF MUNMORAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM SHEET 1 SP47605

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 47605
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- ALL STRATA SERVICES
LOCKED BAG 2908
CENTRAL COAST BUSINESS CENTRE
LISAROW NSW 2252

SECOND SCHEDULE (4 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA SCHEMES MANAGEMENT REGULATION 2016
3 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE - SEE A775793
4 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 INCORPORATES DEVELOPMENT LOTS 9 TO 11

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 2600)

STRATA PLAN 47605

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	100	2	100	3	100	4	100
5	100	6	100	7	100	8	100
9	SP49123	10	SP50959	11	SP50960		

STRATA PLAN 49123

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
12	100	13	100	14	100	15	100
16	100	17	100	18	100		

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP47605 PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 2600) (CONTINUED)

STRATA PLAN 49123

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT

STRATA PLAN 50959

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
19	100	20	100	21	100	22	100
23	100	24	100	25	100		

STRATA PLAN 50960

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
26	100	27	100	28	100	29	100

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

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FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

COUNCIL CERTIFICATE

The Council of the ~~[illegible]~~ Shire of WYONG having satisfied itself that the requirements of the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with, approves of the proposed

~~[illegible]~~ strata plan of subdivision

Date: 8-12-1994

Subdivision No. 5837.

Authorized Person

*Complete or delete if inapplicable

THE STRATA PLAN IS PART OF DEVELOPMENT SCHEME. THE COUNCIL IS SATISFIED THAT THE PLAN IS CONSISTENT WITH ANY CONDITIONS OF THE DEVELOPMENT CONSENT & THAT THE PLAN GIVES EFFECT TO THE STAGE OF THE DEVELOPMENT STATEMENT TO WHICH IT RELATES.

SURVEYOR'S CERTIFICATE

ROBERT JOHN RANSON
37 ALISON RD WYONG.

I, a surveyor registered under the Surveyors Act 1929, hereby certify that:

1. any wall, the inner surface or any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists;
2. any floor or ceiling, the upper or under surface or any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan exists;
3. any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined exists;
4. any building containing proposed lots erected on the land shown on the accompanying location plan and each proposed lot shown on the accompanying floor plan are wholly within the perimeter of the parcel (except to the extent that:
   (a) the building encroaches on land other than a public place in respect of which encroachment an appropriate easement
   *has been created by registered 1
   *is to be created under section 88B of the Conveyancing Act
5. the survey information recorded in the accompanying location plan is accurate.

Signature: [signature]

Date: 11.11.94

* Delete if inapplicable
1 State whether dealing or plan and quote registered number

This is sheet 1 of my Plan in 2 sheets.

PLAN OF SUBDIVISION OF LOT 9 S.P. 47605

L.G.A. ~~Mun./Shire City~~ : WYONG

Locality : GOROKAN

Parish : MUNMORAH

County : NORTHUMBERLAND

Reduction Ratio 1: 400

Lengths are in metres

STRATA PLAN 49123

Registered 14.2.1995

C.A. No. 5837 of 8-12-1994

Purpose: STRATA PLAN OF SUBDIVISION

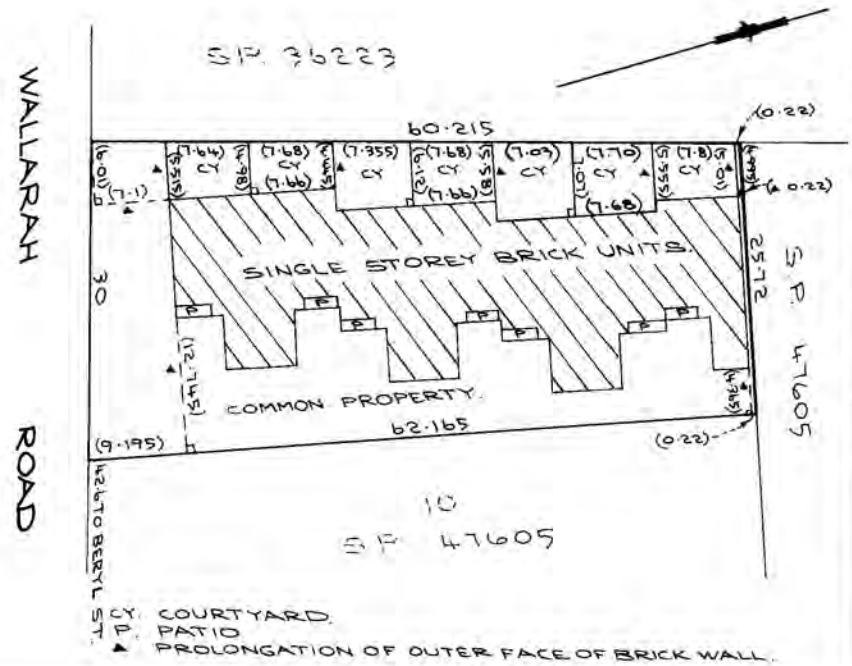
Ref. Map: U4512-1#

Last Plan: SP 47605

Name of, and *address for service of notices on, the body corporate
*Address required on original strata plan only.

THE PROPRIETORS OF S.P. 47605

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.



10	20	30	40	50	60	Table of mm	100	110	120	130	140	150	160

SURVEYOR'S REFERENCE: 10223/5 "CHECKLIST"

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

U4512-1

N 2 0 X 7 0 0 N

Req:R224800 /Doc:SP 0049123 P /Rev:16-Feb-1995 /NSW LRS /Pgs:ALL /Prt:27-Jan-2022 12:21 /Seq:1 of 2
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FORM 2

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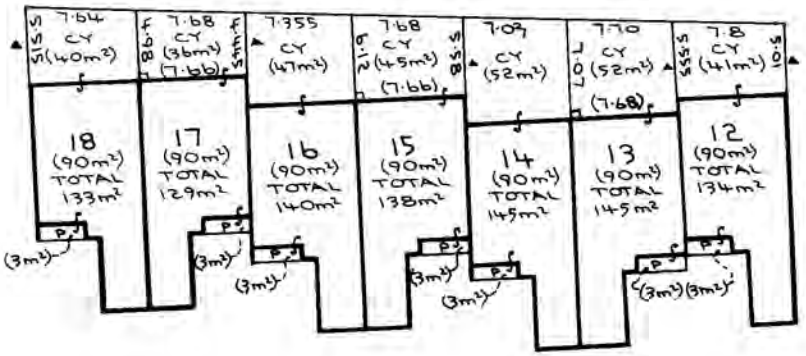
Sheet No. 2 of 2 Sheets

STRATA PLAN 49123

SCHEDULE OF UNIT ENTITLEMENT	
LOT	ENTITLEMENT
12	100
13	100
14	100
15	100
16	100
17	100
18	100
AGGREGATE	700



CY. COURTYARD.
THE STRATUM OF A COURTYARD EXTENDS TO A DEPTH OF 2 METRES BELOW AND TO A HEIGHT OF 4 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE UNIT TO WHICH THEY ARE APPURTENANT

P. PATIO.
THE PATIOS ARE LIMITED BY THE EDGE OF CONCRETE AND ARE ROOFED.

▲ PROLONGATION OF OUTER FACE OF BRICK WALL.

Reduction Ratio 1: 300

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 10223/5

*OFFICE USE ONLY

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FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

*OFFICE USE ONLY

COUNCIL'S CERTIFICATE

The Council of the ~~City Municipality~~ *Shire of WYONG having satisfied itself that the requirements of the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with, approves of the proposed

* Strata plan
~~Strata plan of subdivision~~

illustrated hereon.

~~*Council does not object to the encroachment of the building beyond the alignment of~~

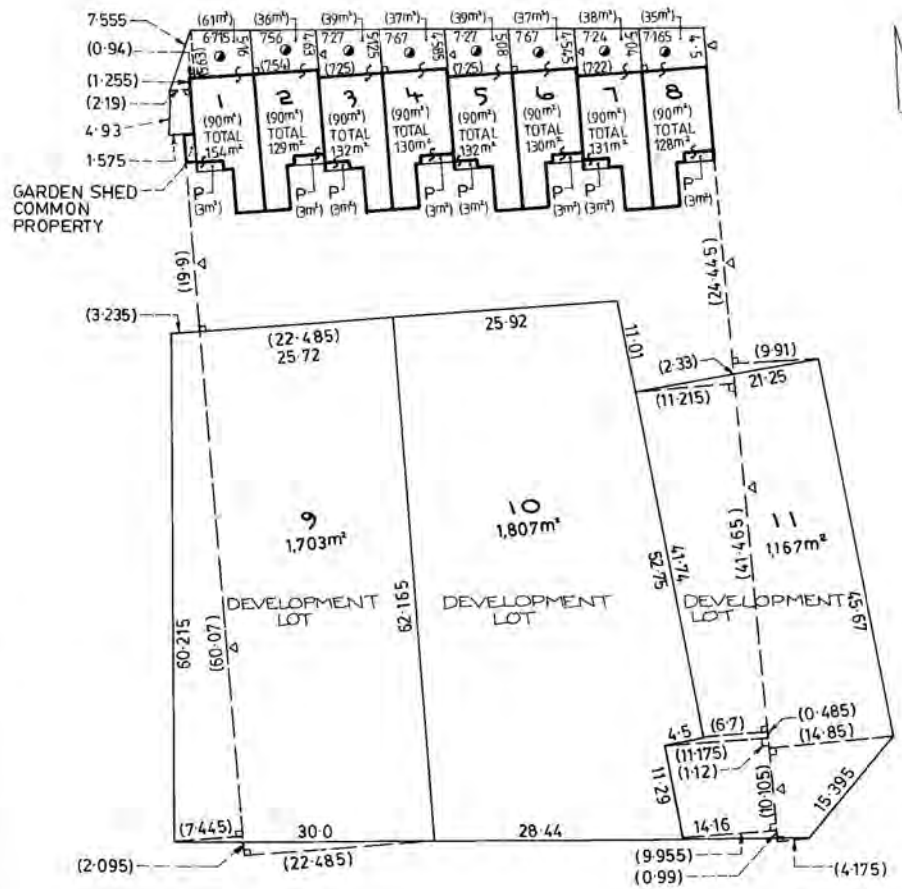
~~*Council gives its consent

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 3 Sheets

STRATA PLAN 47605



SCHEDULE OF UNIT ENTITLEMENT	
LOT	ENTITLEMENT
1	100
2	100
3	100
4	100
5	100
6	100
7	100
8	100
9	700
10	700
11	400
AGGREGATE	2600

● = COURT YARD.
THE STRATUM OF A COURTYARD EXTENDS TO A DEPTH OF 2 METRES BELOW AND TO A HEIGHT OF 4 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE UNIT TO WHICH THEY ARE APPURTENANT

P = PATIO.
THE PATIOS ARE LIMITED IN HEIGHT BY THE ROOF ABOVE.

Δ = PROLONGATION OF OUTER FACE OF BRICK WALL.

THE STRATUM OF THE OPEN SPACE LOTS 9 TO 11 INCLUSIVE IS LIMITED IN HEIGHT TO 8 METRES ABOVE AND TO A DEPTH OF 4 METRES BELOW THE UPPER SURFACE OF THE FLOOR LEVEL OF LOT 1 .

Reduction Ratio 1:500

Lengths are in metres

Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE 10223/4

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FORM 2

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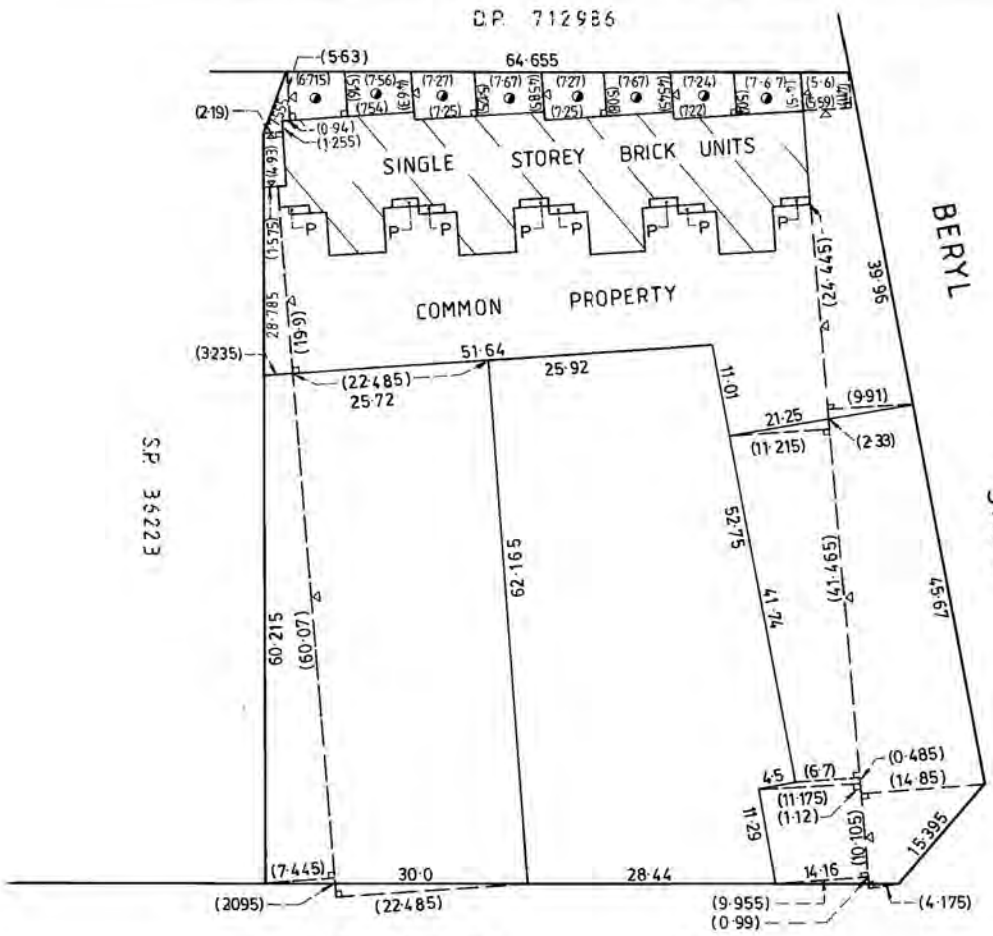
Sheet No. 3 of 3 Sheets

STRATA PLAN 47605



LOCATION PLAN

C.Y. COURTYARD

P = PATIO

▽ = PROLONGATION OF OUTER FACE OF BRICK WALL.

Reduction Ratio 1: 500

Lengths are in metres

Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: 10223/4

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(E)

DEVELOPMENT STATEMENT PURSUANT TO SECTION 28A(3) OF THE STRATA TITLES ACT, 1973 AND REGULATION 73/2

STRATA TITLES ACT, 1973
STRATA PLAN NO.

SP 47605

SHT. 1 OF 16 SHTS.
~~Sheet 1 of 3 sheets~~

PART 1

WARNING This Statement contains details of a strata scheme which is proposed to be developed in four (4) stages on the land described within

Persons interested are advised that the proposed scheme may be varied and may not be completed. However, any departure from the proposals outlined in the Statement will attract the provisions of Part II Division 2a of the Strata Titles Act, 1973.

This Statement should not be considered alone but in conjunction with the results of the searches and enquiries normally made in respect of a lot in a strata scheme.

DESCRIPTION OF LAND — Lot 3 in Deposited Plan No. 712986 being the whole of Folio Identifier 3/712986.

DESCRIPTION OF DEVELOPMENT — Development in four stages

STAGE ONE — Lots 1 to 8 inclusive and Lots 9-11 as shown on Sheets 1 to 3 in above Strata Plan.

STAGE TWO — Subdivision of Lot 9 in Stage 1 into Lots 12-18 and common property as shown on Sheet 1 of Part 2 of this Statement. Each lot in Stage 2 will comprise cubic space within the building, a garage and yard at the rear of each unit. The yard will be enclosed with paling fences.

Common property amenities in Stage 1 include access roads, garbage receptacles, letter boxes, parking and garden areas.

Common property amenities in Stage 2 include access roads and garden areas.

STAGE THREE — Subdivision of Lot 10 in Stage 1 into Lots 19-25 and common property as shown on Sheet 1 of Part 2 of this Statement. Each lot in Stage 3 will comprise cubic space within the building, a garage and yard at the rear of each unit. The yard will be enclosed with paling fences.

Common property amenities in Stage 1 include access roads, garbage receptacles, letter boxes, parking and garden areas.

Common property amenities in Stage 3 include access roads and garden areas.

STAGE FOUR — Subdivision of Lot 11 in Stage 1 into Lots 26-29 and common property as shown on Sheet 1 of Part 2 of this Statement. Each lot in Stage 4 will comprise cubic space within the building, a garage and yard at the rear of each unit. The yard will be enclosed with paling fences.

Common property amenities in Stage 1 include access roads, garbage receptacles, letter boxes, parking and garden areas.

Common property amenities in Stage 4 include access roads and garden areas.

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SCHEDULE OF COMMENCEMENT AND COMPLETION

Stage 1	Under construction at date hereof	Complete 28 March, 1994
Stage 2	Commence 1 March, 1994	Complete 30 September, 1994
Stage 3	Commence 1 October, 1994	Complete 30 April, 1995
Stage 4	Commence 1 May, 1995	Complete 30 September, 1995

SCHEDULE OF LOTS IN EACH PROPOSED STAGE

Stage 1	Lots 1 to 11 (Lots 1 to 8 and Reserve Lots 9, 10 & 11)
Stage 2	Subdivision of Lot 9 into Lots 12 to 18
Stage 3	Subdivision of Lot 10 into Lots 19 to 25
Stage 4	Subdivision of Lot 11 into Lots 26 to 29

UNIT ENTITLEMENT FOR ALL STAGES

	Stage 1		Stage 2		Stage 3		Stage 4
Lot 1	100	Lot 12	100	Lot 19	100	Lot 26	100
Lot 2	100	Lot 13	100	Lot 20	100	Lot 27	100
Lot 3	100	Lot 14	100	Lot 21	100	Lot 28	100
Lot 4	100	Lot 15	100	Lot 22	100	Lot 29	100
Lot 5	100	Lot 16	100	Lot 23	100		
Lot 6	100	Lot 17	100	Lot 24	100		
Lot 7	100	Lot 18	100	Lot 25	100		
Lot 8	100						
Lot 9	700						
Lot 10	700						
Lot 11	400						

WORKING HOURS 6.30 A.M. to 4.30 P.M. Monday to Saturday inclusive

ARRANGEMENTS FOR INGRESS EGRESS MOVEMENT AND PARKING OF VEHICLES TO FROM AND ON THE PARCEL DURING DEVELOPMENT AND PERMITTED USES OF COMMON PROPERTY AND DEVELOPMENT LOTS

Access created by Deposited Plan No. 712986 and Stage 1.

No interference with common property as created by Stage 1.

Construction zones wholly maintained within Lot 9 of Stage 1.

Construction zones wholly maintained within Lot 10 of Stage 1.

Construction zones wholly maintained within Lot 11 of Stage 1.

LANDSCAPING

All common property areas apart from access roads, driveways and parking areas will be turfed and planted with shrubs and trees for all stages of the development.

SCHEDULE OF MATERIALS AND FINISHES FOR ALL STAGES

All units of brick veneer construction with roofing of tiles, common property areas (access roads, parking areas and driveways) plain concrete, and exposed aggregate and turf and suitable shrubs and trees.

OWFION PTY. LIMITED C.N. 001 831 590 Seal

Date 12-7-94

The COMMON SEAL of OWFION PTY. LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

D Bradshaw
Secretary

K R Deaves
Director

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SP47605

SHT. 3 OF 16 SHTS.

~~Sheet 3 of 3 sheets~~

CERTIFICATE OF APPROVAL

It is certified:-

(a) that the consent authority has approved of the development described in Development Application No 341 of 1990

(b) that the terms and conditions of this development statement are not inconsistent with that development as approved.

Date 8th. AUGUST 1994

Signature on behalf
of consent authority

.....

~~SHIRE CLERK~~

GENERAL MANAGER/
AUTHORIZED PERSON

17.8.1994

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

~~Sheet No. 1 of 13 Sheets~~ SHT. 4 OF 16 SHTS.

DEVELOPMENT STATEMENT

PLAN OF SUBDIVISION OF LOT 3 D.P. 712986

LOCALITY: GOROKAN

SITE PLAN STAGES 1-4

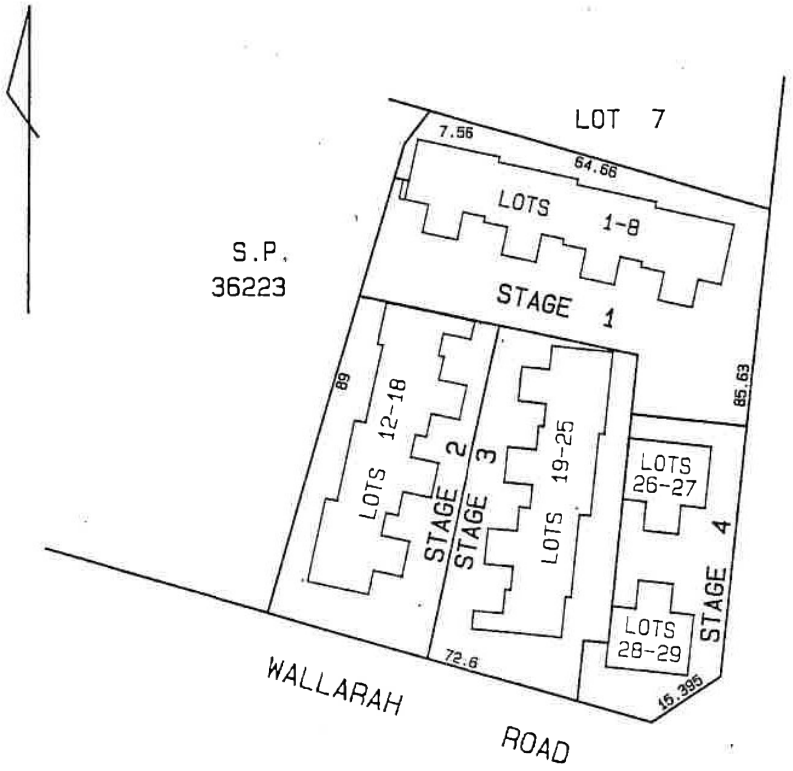
STRATA PLAN 47605

Consented to...

Appn N°: 341/90

REGISTERED DATE: 17.8.1994

*OFFICE USE ONLY



Reduction Ratio 1:800

Lengths are in metres

Registered Surveyor

AUTHORIZED PERSON ~~Council Clerk~~

SURVEYOR'S REFERENCE: 10223/4

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FORM 2

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~~Sheet No. 2 of 13 Sheets~~ SHT. 5 OF 16 SHTS.

DEVELOPMENT STATEMENT

PLAN OF SUBDIVISION OF LOT 3
D.P. 712986

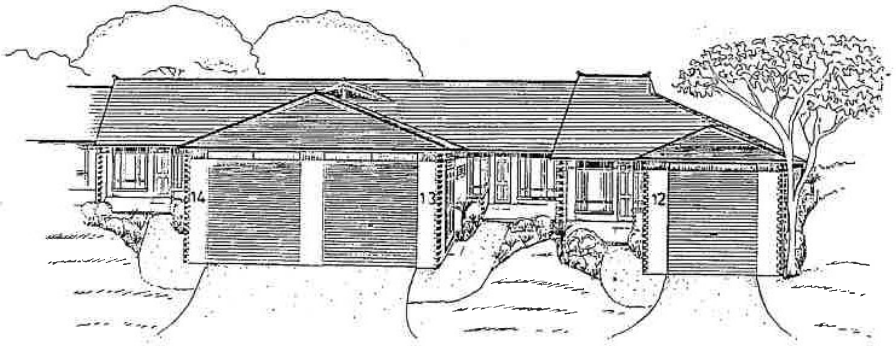
LOCALITY: GOROKAN
STAGE 2 UNITS 12-14

STRATA PLAN 47605

Consented to...
Appn N°: 341/90

REGISTERED DATE: 17-8-1994

*OFFICE USE ONLY



Reduction Ratio 1:

Lengths are in metres

Registered Surveyor

AUTHORISED PERSON Council Clerk

SURVEYOR'S REFERENCE: 10223/4

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~~Sheet No.~~ 3 ~~of 13 Sheets~~ SHT. 6 OF 16 SHTS.

DEVELOPMENT STATEMENT

PLAN OF SUBDIVISION OF LOT 3
D.P. 712986

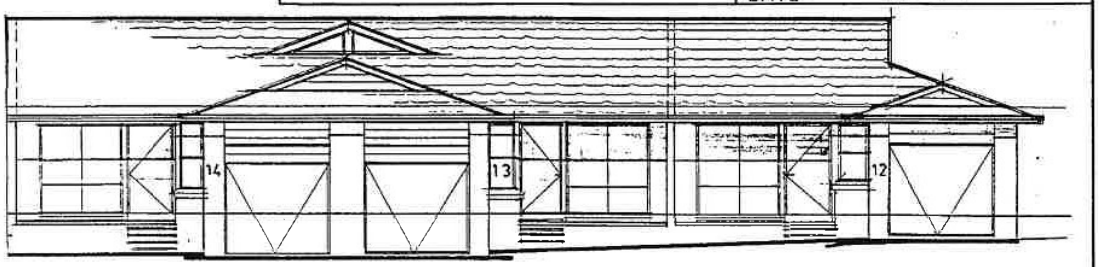
LOCALITY: GOROKAN
STAGE 2 UNITS 12-14

STRATA PLAN 47605

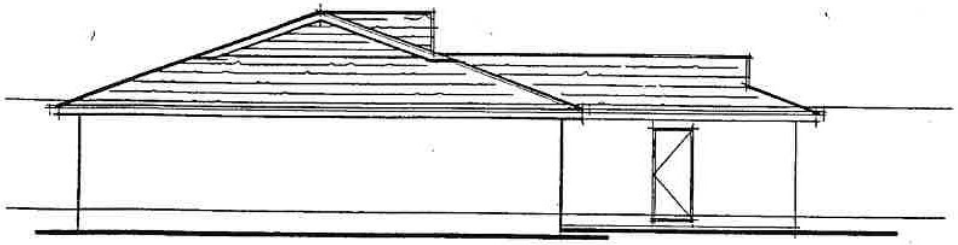
Consented to
Appn N°: 341/90

REGISTERED DATE: 17.8.1994

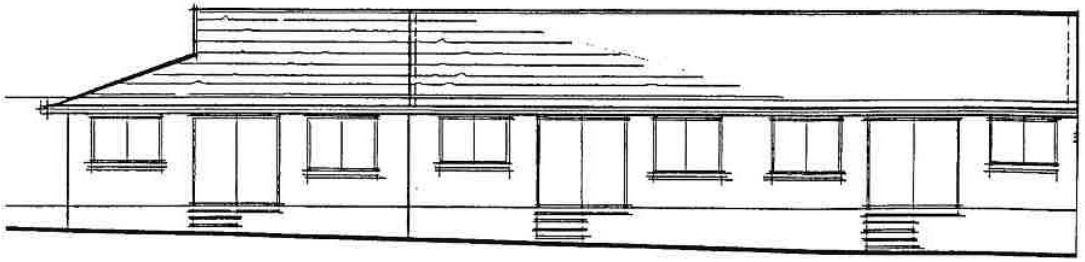
*OFFICE USE ONLY



EASTERN ELEVATION



NORTHERN ELEVATION



WESTERN ELEVATION

Reduction Ratio 1:100

Lengths are in metres

Registered Surveyor

AUTHORIZED PERSON / ~~Council Clerk~~

SURVEYOR'S REFERENCE 10223/4

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FORM 2

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~~Sheet No. 4 of 13 Sheets~~ SHT. 7 OF 16 SHTS.

DEVELOPMENT STATEMENT

PLAN OF SUBDIVISION OF LOT 3 D.P. 712986

LOCALITY: GOROKAN
STAGE 2 UNITS 15-18

STRATA PLAN 47605

Consented to ...
Appn N°: 341/90

REGISTERED DATE: 17.8.1994

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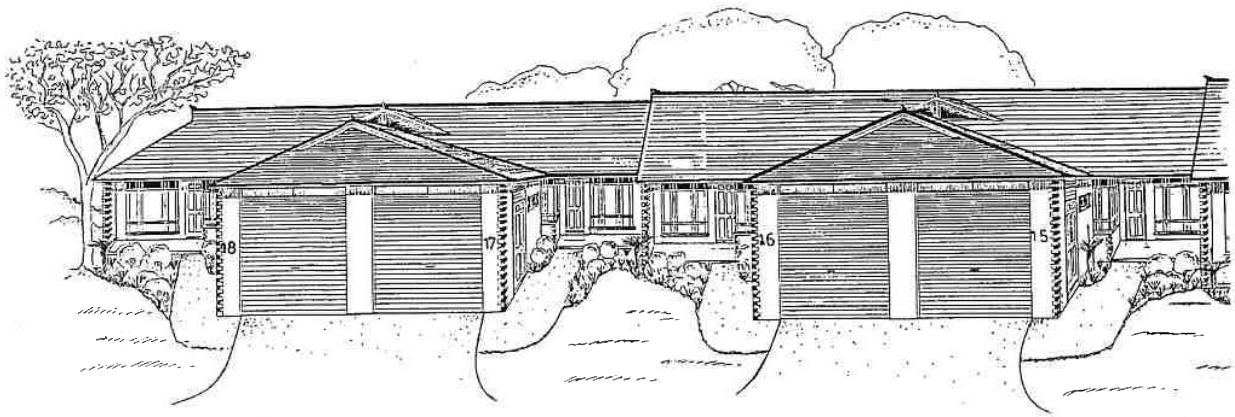

Reduction Ratio 1:

Lengths are in metres

Registered Surveyor

AUTHORIZED PERSON ~~Council Clerk~~

SURVEYOR'S REFERENCE: 10223 / 4

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FORM 2

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~~Sheet No. 5 of 13 Sheets~~ SHT. 8 OF 16 SHTS.

DEVELOPMENT STATEMENT

PLAN OF SUBDIVISION OF LOT 3 D.P. 712986

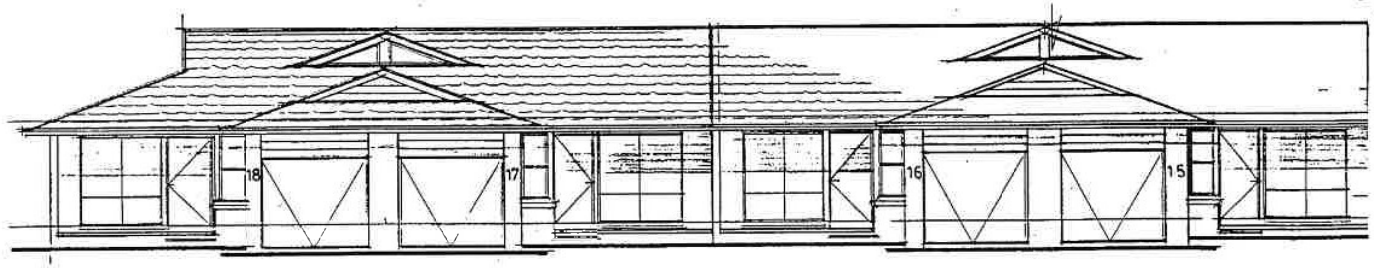
LOCALITY: GOROKAN
STAGE 2 UNITS 15-18

STRATA PLAN 47605

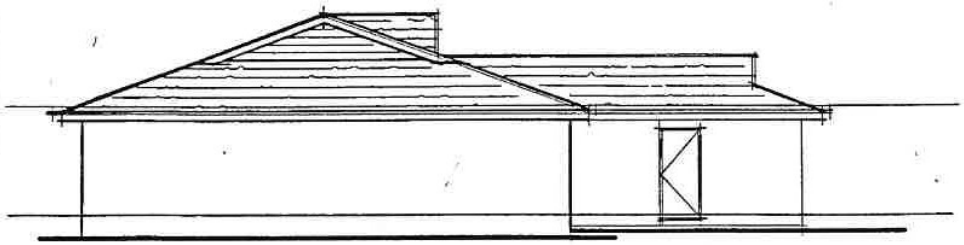
Consented to
Appn N°: 341/90

REGISTERED DATE: 17.8.1994

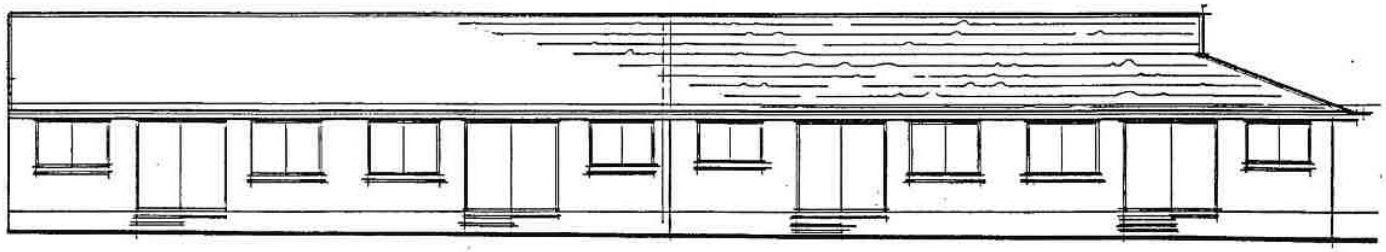
*OFFICE USE ONLY



EASTERN ELEVATION



NORTHERN ELEVATION



WESTERN ELEVATION

Reduction Ratio 1:100

Lengths are in metres

Registered Surveyor

AUTHORIZED PERSON Council Clerk

SURVEYOR'S REFERENCE: 10223/4

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FORM 2

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~~Sheet No. 5 of 13 Sheets~~ SHT. 9 OF 16 SHTS.

DEVELOPMENT STATEMENT

PLAN OF SUBDIVISION OF LOT 3 D.P. 712986

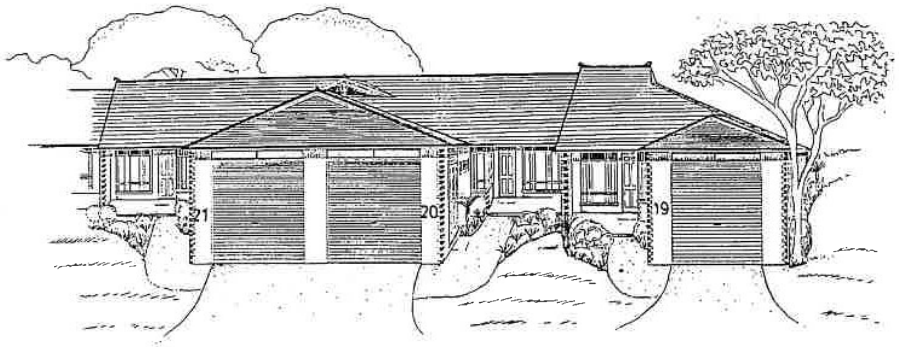
LOCALITY: GOROKAN
STAGE 3 UNITS 19-21

STRATA PLAN 47605

Consented to....
Appn N°: 341/90

REGISTERED DATE: 17-8-1994

*OFFICE USE ONLY



Reduction Ratio 1:

Lengths are in metres

Registered Surveyor

AUTHORIZED PERSON Council Clerk

SURVEYOR'S REFERENCE: 10223/4

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FORM 2

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~~Sheet No. 7 of 13 Sheets~~ SHT. 10 OF 16 SHTS.

DEVELOPMENT STATEMENT

PLAN OF SUBDIVISION OF LOT 3 D.P. 712986

LOCALITY: GOROKAN

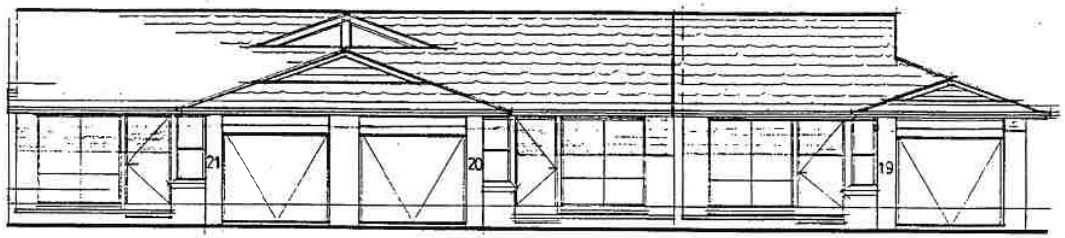
STAGE 3 UNITS 19-21

STRATA PLAN 47605

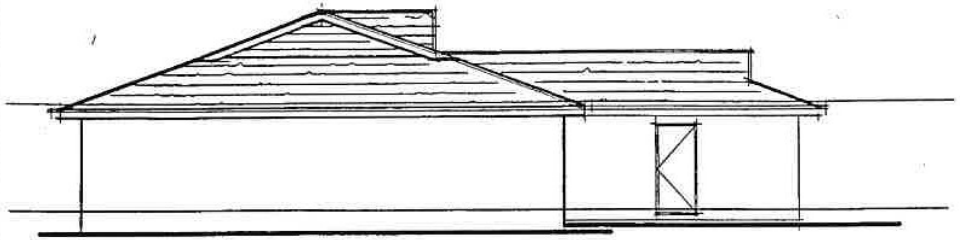
Consented to....
Appn N°: 341/90

REGISTERED DATE: 17.8.1994

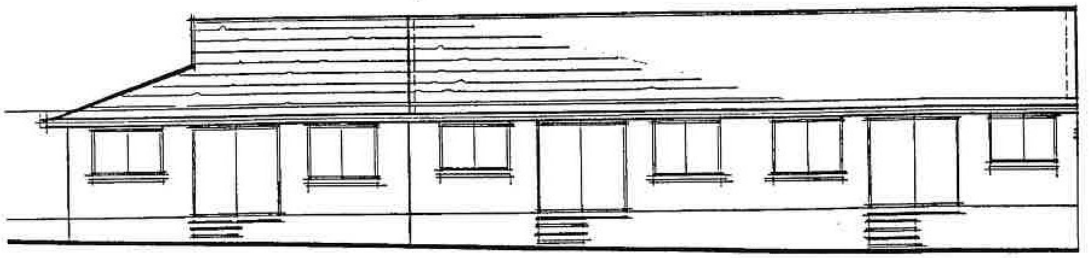
*OFFICE USE ONLY



WESTERN ELEVATION



NORTHERN ELEVATION



EASTERN ELEVATION

Reduction Ratio 1:100

Lengths are in metres

Registered Surveyor

AUTHORIZED PERSON Council Clerk

SURVEYOR'S REFERENCE 10223/4

Req:R993936 /Doc:SP 0047605 C /Rev:08-Dec-2009 /NSW LRS /Pgs:ALL /Prt:29-Nov-2021 17:29 /Seq:10 of 16
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FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

~~Sheet No. 8 of 13 Sheets~~ SHT. 11 OF 16 SHTS.

DEVELOPMENT STATEMENT

PLAN OF SUBDIVISION OF LOT 3 D.P. 712986

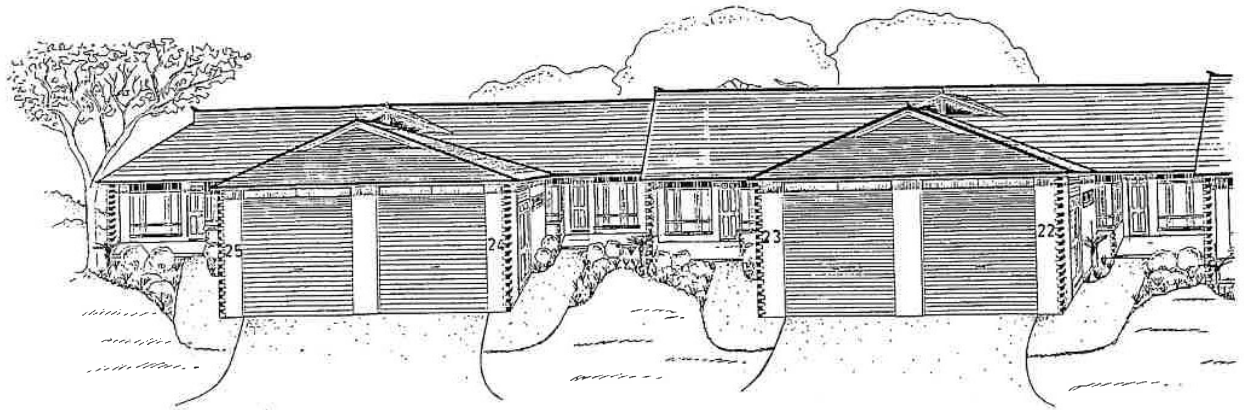
LOCALITY: GOROKAN
STAGE 3 UNITS 22-25

STRATA PLAN 47605

Consented to....
Appn N°: 341/90

REGISTERED DATE: 17.8.1994

*OFFICE USE ONLY



Reduction Ratio 1:

Lengths are in metres

Registered Surveyor

AUTHORIZED PERSON ~~Council Clerk~~

SURVEYOR'S REFERENCE 10223/4

Req:R993936 /Doc:SP 0047605 C /Rev:08-Dec-2009 /NSW LRS /Pgs:ALL /Prt:29-Nov-2021 17:29 /Seq:11 of 16
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FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

~~Sheet No. 9 of 13 Sheets~~ SHT. 12 OF 16 SHTS.

DEVELOPMENT STATEMENT

PLAN OF SUBDIVISION OF LOT 3
D.P. 712986

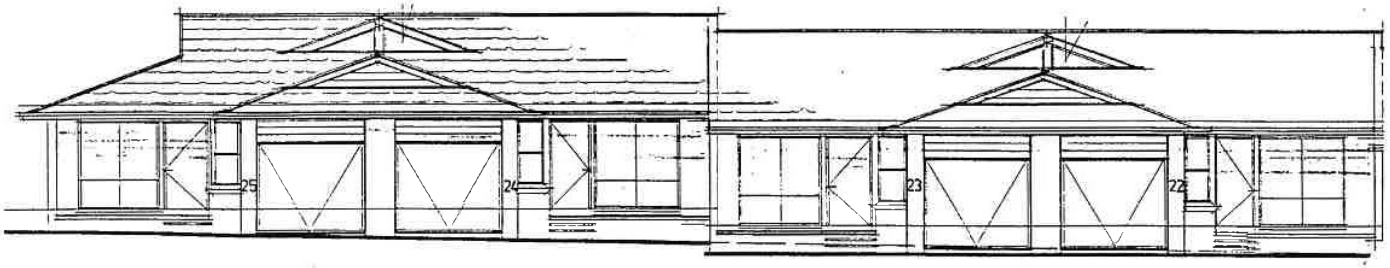
LOCALITY: GOROKAN
STAGE 3 UNITS 22-25

STRATA PLAN 47605

Consented to....
Appn N°: 341/90

REGISTERED DATE: 17-8-1994

*OFFICE USE ONLY



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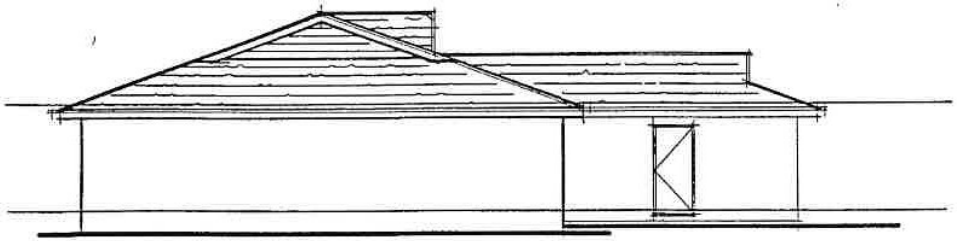
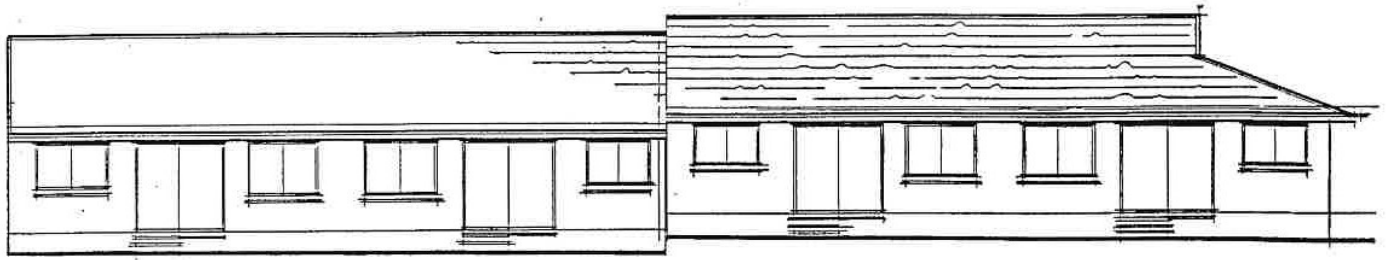


NORTHERN ELEVATION



EASTERN ELEVATION

Reduction Ratio 1:100

Lengths are in metres

Registered Surveyor

AUTHORIZED PERSON/ Council Clerk

SURVEYOR'S REFERENCE 10223/4

Req:R993936 /Doc:SP 0047605 C /Rev:08-Dec-2009 /NSW LRS /Pgs:ALL /Prt:29-Nov-2021 17:29 /Seq:12 of 16
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FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

~~Sheet No. 10 of 13 Sheets~~ SHT. 13 OF 16 SHTS.

DEVELOPMENT STATEMENT

PLAN OF SUBDIVISION OF LOT 3 D.P. 712986

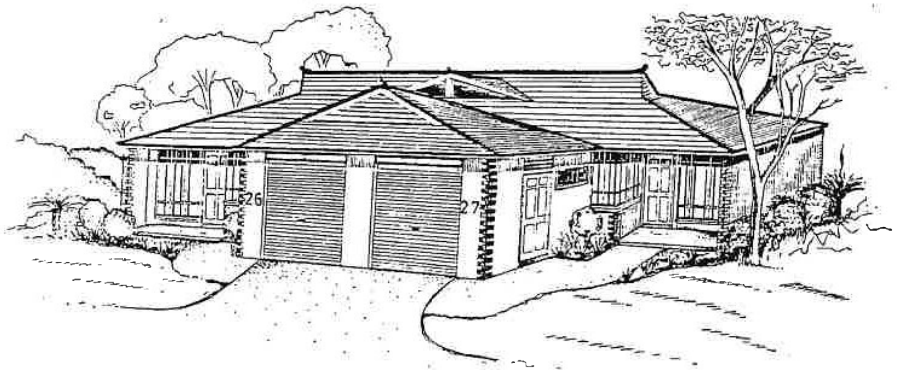
LOCALITY: GOROKAN
STAGE 4 UNITS 26-27

STRATA PLAN 47605

Consented to ....
Appn N°: 341/90

REGISTERED DATE: 17.8.1994

*OFFICE USE ONLY



Reduction Ratio 1:

Lengths are in metres

Registered Surveyor

AUTHORIZED PERSON ~~Council Clerk~~

SURVEYOR'S REFERENCE: 10223/4

Req:R993936 /Doc:SP 0047605 C /Rev:08-Dec-2009 /NSW LRS /Pgs:ALL /Prt:29-Nov-2021 17:29 /Seq:13 of 16
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FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

~~Sheet No. 11 of Sheets 13~~ SHT. 14 OF 16 SHTS

DEVELOPMENT STATEMENT

PLAN OF SUBDIVISION OF LOT 3 D.P. 712986

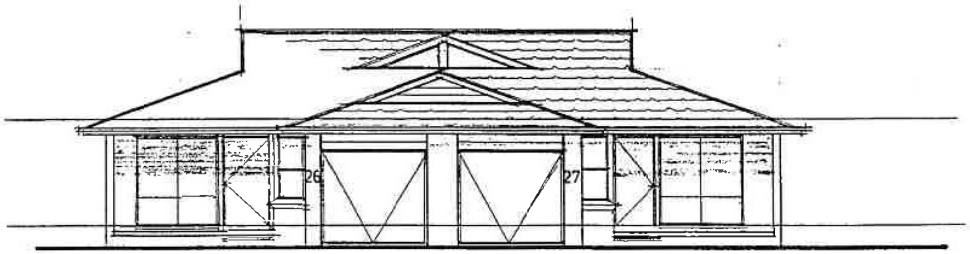
LOCALITY: GOROKAN
STAGE 4 UNITS 26-27

STRATA PLAN 47605

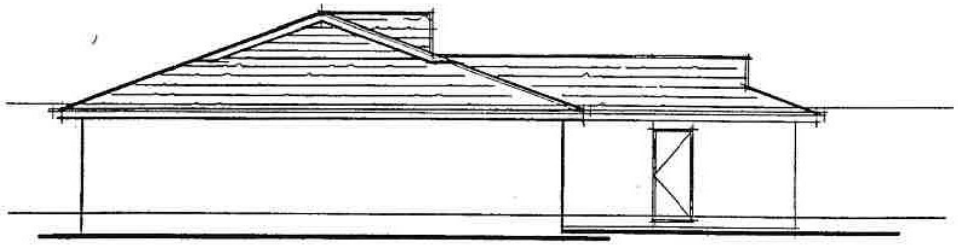
Consented to....
Appn N°: 341/90

REGISTERED DATE: 17.8.1994

*OFFICE USE ONLY



SOUTHERN ELEVATION



WESTERN ELEVATION

Reduction Ratio 1:100

Lengths are In metres

Registered Surveyor

AUTHORIZED PERSON ~~Council Clerk~~

SURVEYOR'S REFERENCE: 10223/4

Req:R993936 /Doc:SP 0047605 C /Rev:08-Dec-2009 /NSW LRS /Pgs:ALL /Prt:29-Nov-2021 17:29 /Seq:14 of 16
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FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

~~Sheet No. 12 of 13 Sheets~~ SHT. 15 OF 16 SHTS.

DEVELOPMENT STATEMENT

PLAN OF SUBDIVISION OF LOT 3 D.P. 712986

LOCALITY: GOROKAN

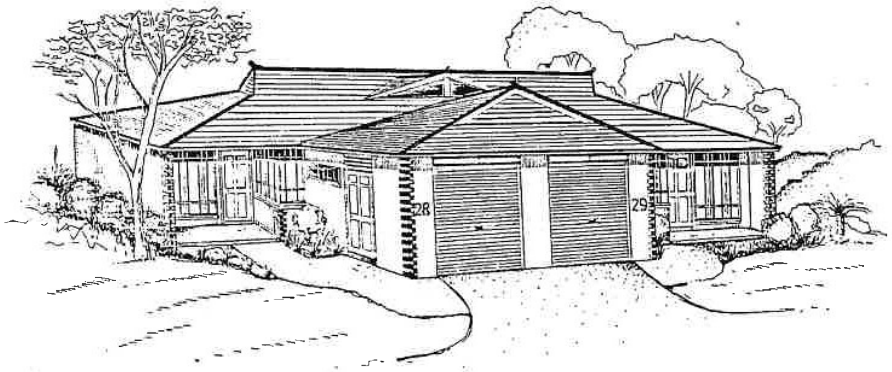
STAGE 4 UNITS 28-29

STRATA PLAN 47605

Consented to ....
Appn N°: 341/90

REGISTERED DATE: 17.8.1994

*OFFICE USE ONLY



Reduction Ratio 1:

Lengths are in metres

Registered Surveyor

AUTHORIZED PERSON ~~Council Clerk~~

SURVEYOR'S REFERENCE: 10223/4

Req:R993936 /Doc:SP 0047605 C /Rev:08-Dec-2009 /NSW LRS /Pgs:ALL /Prt:29-Nov-2021 17:29 /Seq:15 of 16
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WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

~~Sheet No. 13 of 13 Sheets~~ SHT. 16 OF 16 SHTS.

DEVELOPMENT STATEMENT

PLAN OF SUBDIVISION OF LOT 3 D.P. 712986

LOCALITY: GOROKAN
STAGE 4 UNITS 28-29

STRATA PLAN 47605

Consented to.....
Appn N°: 341/90

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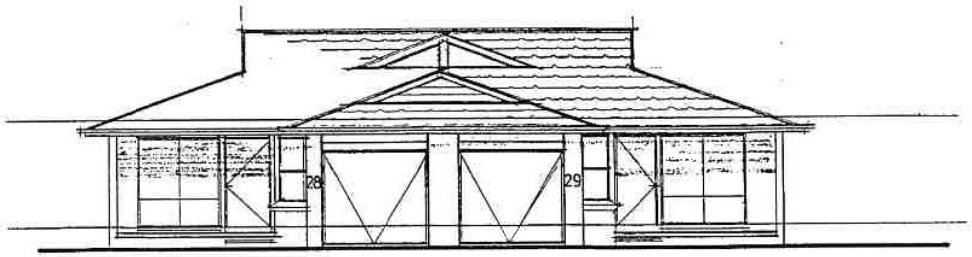
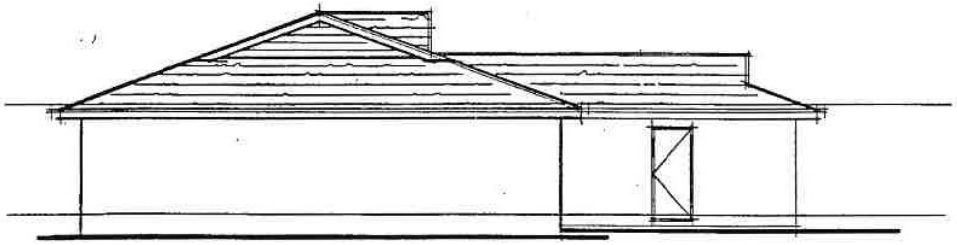


NORTHERN ELEVATION



EASTERN ELEVATION

Reduction Ratio 1:100

Lengths are in metres

Registered Surveyor

AUTHORIZED PERSON ~~Council Clerk~~

SURVEYOR'S REFERENCE: 10223/4

Req:R993936 /Doc:SP 0047605 C /Rev:08-Dec-2009 /NSW LRS /Pgs:ALL /Prt:29-Nov-2021 17:29 /Seq:16 of 16
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Strata Schemes Management Regulation 2016

Current version for 18 December 2017 to date (accessed 7 January 2020 at 14:01)

Schedule 2

Schedule 2 By-laws for pre-1996 strata schemes

(Clause 35)

1 Noise

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

Note. This by-law was previously by-law 12 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 13 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

Note. This by-law was previously by-law 13 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 14 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

Note. This by-law was previously by-law 14 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 15 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

Note. This by-law was previously by-law 15 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 16 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

5 Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

Note. This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner's lot against intruders, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

Note. This by-law was previously by-law 16 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 17 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

6 Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

Note. This by-law was previously by-law 17 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 18 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

7 Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

Note. This by-law was previously by-law 18 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 19 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

8 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

Note. This by-law was previously by-law 19 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 20 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

Note. This by-law was previously by-law 20 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 21 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

10 Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

Note. This by-law was previously by-law 21 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 22 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

Note. This by-law was previously by-law 22 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 23 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

12 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Note. This by-law was previously by-law 23 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 24 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

13 Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

Note. This by-law was previously by-law 24 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 25 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

14 Floor coverings

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

Note. This by-law was previously by-law 25 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 26 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

15 Garbage disposal

An owner or occupier of a lot:

(a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

Note. This by-law was previously by-law 26 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 27 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

16 Keeping of animals

(1) Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Note. This by-law was previously by-law 27 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 28 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

17 Appearance of lot

(1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

Note. This by-law was previously by-law 29 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 30 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

18 Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

Note. This by-law was previously by-law 3 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 3 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

19 Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

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Transfer .....
Endorsement .....
Certificate .....

A775793G

MEMORANDUM OF TRANS

(REAL PROPERTY ACT, 1900.)

FEE SIMPLE.

a Name, residence, occupation, or other designation, in full, of transferror.

A775793

I, ALBERT HAMLYN WARNER of Sydney Esquire

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

being registered as the proprietor of an Estate in *fee simple*[b] in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,[c] in consideration of[d] Four hundred pounds paid to me by CLARENCE ALBERT WRIGHT of Wyong, Farmer, and in further consideration of the sum of Five hundred pounds ..... £.500: 0: 0: paid to the said CLARENCE ALBERT WRIGHT by EDITH GERTRUDE THWAITE the wife of Horace John Thwaite of Tempe Carpenter

c All subsisting encumbrances must be noted hereon. (See page 2.)

d If the consideration be not pecuniary, state its nature concisely.

e Name, residence, occupation, or other designation, in full, of transferree.

~~paid to me by~~

ALLOWED hereon
1:5:- in lieu of fee paid 18:1:22 on
Transfer No. A.775794 C.G. Thwaite to
H. Stone
A.775794 6:2:22 Acct.

f If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

respective are
the receipt whereof I hereby acknowledge,

f If to two or more, state whether as joint tenants or tenants in common.

do hereby ~~transfer to the said~~ at the direction of the said Clarence Albert, Wright transfer to the said Edith Gertrude Thwaite

g Area in acres, roods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing[g]

h Parish or town and county.

situate in[h] the Parish of Munmorah County of Northumberland

i "The whole" or "part," as the case may be.

j "Crown grant," or "Certificate of Title."

being[i] part of the land comprised in[j] Certificate of Title

k Strike out if not appropriate.

dated 24th. September, 1916. registered volume No. 2878 folio 191 and being Lot 4 on Deposited Plan deposited in the Land Titles Office at Sydney Numbered 8534.

~~k And also in the pieces of land as follows:~~

These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:— "as delineated in the plan hereon [or annexed hereto"] or "described as follows, viz.":— Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

EXCEPTING AND ALWAYS RESERVING out of these presents and the transfer hereby made unto the said Albert Hamlyn Warner and his transferees all mines veins and seams of coal and other mines and minerals of every description lying within or under the piece of land ~~hereby transferred~~ abm or any part or parts thereof respectively with full liberty power and authority for the said Albert Hamlyn Warner and his transferees and his or their lessees agents and workmen and every or any other person or persons by his or their order or permission at any time or times and from time to time to search for get win take cart and carty away the said excepted mines and minerals or any of them or any part or parts thereof and to do all things necessary for effectuating all or any of the purposes aforesaid but without entering upon the surface of the said land and so as not to disturb the said surface or any part thereof by or in consequence of underground working

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

[Rule up all blanks before signing.]

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

[Price, 6d.]

21 3121

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RED TO.

p See note "c," page 1. A very short note of the particulars will suffice.

[Rule up all blanks before signing.]

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferror is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.

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

a Repeat attestation for additional parties if required.

In witness whereof, I have hereunto subscribed my name, at Sydney the fourteenth day of April in the year of our Lord one thousand nine hundred and twenty

Signed in my presence by the said

ALBERT HAMLYN WARNER

WHO IS PERSONALLY KNOWN TO ME

R George Riddle

Albert H Warner

Transferror.*

Signed[n] in my presence by the said

CLARENCE ALBERT WRIGHT

who is personally known to me.

R George Riddle

Solr Sydney

C A Wright

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

Req:R993935 /Doc:DL A775793 /Rev:21-Jul-2009 /NSW LRS /Pgs:ALL /Prt:29-Nov-2021 17:29 /Seq:3 of 4
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sfer to be correct for the purposes of the Real Property Act.

For the signature of the Transferree hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferree, his signature will be dispensed with *in cases where it is established that it cannot be procured without difficulty.* It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

EDITH GE TRUDE THWAITE

WHO IS PERSONALLY KNOWN TO ME

R Geoyce Priddle

E G Thwaite

Transferree.

(*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

12/6

THE AUSTRALIAN MUTUAL PROVIDENT SOCIETY Mortgagees from Albert Hamlyn Warner of the within land under and by virtue of Memoranda of Mortgage registered numbers 577086, A1949, A154093, A240007 and A280868 hereby release Lot 4 as shown on Deposited Plan No 8534 being the land comprised in the within Transfer from the above mentioned mortgages.

DATED the 21st day of April 1920

THE COMMON SEAL of the AUSTRALIAN MUTUAL PROVIDENT SOCIETY was hereunto affixed at a duly convened Board meeting in the presence of

Directors

Richard Teece

James Burns.

R. J. Black

Colin C. Stephen
Sol.
Sydney

FORM OF DECLARATION BY ATTESTING WITNESS.[a]

Appeared before me, at , the day of , one thousand nine hundred and

[r] the attesting witness to this instrument, and declared that he personally knew

[s] the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said[t] is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

[a] May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

[r] Name of witness and residence.

[s] Name of Transferror.

[t] Name of Transferror.

[a] Registrar-General, Deputy, Notary Public, J.P., or Commissioner

Req:R993935 /Doc:DL A775793 /Rev:21-Jul-2009 /NSW LRS /Pgs:ALL /Prt:29-Nov-2021 17:29 /Seq:4 of 4
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Road Over
Lot 104 DP85514
Parish Wyong
County Cumberland
Near Munmorah
Shire Lake Macquarie
(Reserving mines minerals etc)

Lodged by

(Name) .....

(Address) .....

~~Transferror~~

Edith Gertrude Thwaite

Transferree.

Particulars entered in the Register Book, Vol. 2878

Folio 191.

the 20 day of February 1923

at [redacted] 11 o'clock

in the fore noon.

Registrar General

	DATE.	INITIALS.
SENT TO SURVEY BRANCH		
RECEIVED FROM RECORDS	20.2.22	
DRAFT WRITTEN	14.2.22	
DRAFT EXAMINED		
(2) DIAGRAM COMPLETE	15.2.22	
(2) DIAGRAM EXAMINED	17/2/22	
DRAFT FORWARDED		
RETD. TO RECORDS { REQUISITN.		
RETD. TO RECORDS { REGISTR.		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED		
SUPT. OF ENGROSSERS	22 FEB 1922	
DEP. REGISTRAR GENERAL		
(2) 3285	35	

VOL. 3285 FOL. 36

A 775793

£1-5-0 new D. Fee to pay

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

No Transfer can be registered until the fees are paid.

If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.

Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.

The fees on transfer are 10s., and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1918, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.

The Transfer is complete from the moment it is recorded.

Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

N.B.—All Leases granted from the Crown since 1st January, 1863, *upon lands*, UNDER THE PROVISIONS OF THE REAL PROPERTY ACT AND MUST BE DEALT WITH IN THE FORMS PRESCRIBED BY THAT ACT

FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

*OFFICE USE ONLY

COUNCIL'S CERTIFICATE

Wyong Shire Council (Name of Council)

having satisfied itself that the requirements of the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with, approves of the proposed

* strata plan of subdivision

Illustrated herein

*Consent is not required to the amendment of the building by-laws thereto.

*Consent is given on the condition (inter alia)

subject to the easements, etc, more fully referred to in section 88 of the Strata Titles Act, 1973, as amended.

Date 26-9-1995 Subdivision No 6070.

General Manager/Authorised Person

*Complete, or delete if inapplicable

THE STRATA PLAN IS PART OF A DEVELOPMENT SCHEME. THE COUNCIL IS SATISFIED THAT THE PLAN IS CONSISTENT WITH ANY CONDITIONS OF THE DEVELOPMENT CONSENT & THAT THE PLAN GIVES EFFECT TO THE STAGE OF THE DEVELOPMENT STATEMENT TO WHICH IT RELATES.

SURVEYOR'S CERTIFICATE

I ROBERT JOHN RANSON of 37 ALISON RD WYONG a surveyor registered under the Surveyors Act 1929, hereby certify that:

(1) any wall, the inner surface or any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary to a proposed lot, exists;

(2) any floor or ceiling, the upper or under surface or any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan exists;

(3) any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined, exists;

(4) any building comprising proposed lots erected on the land shown on the accompanying location plan and each proposed lot shown on the accompanying floor plan are wholly within the perimeter of the parcel * except to the extent that:

*(a) the building encroaches on a public place;

*(b) the building encroaches on land other than a public place, in respect of which encroachment no easement

*has been created or is registered ?

*or is not permitted under section 888 of the Conveyancing Act 1919.

* (5) the survey information recorded in the accompanying location plan is accurate.

Signature: [signature]

Date: 22-2-95

*Delete if inapplicable

† State whether dealing or plan, and quote registered number

This is sheet 1 of my Plan in 2 sheets.

PLAN OF SUBDIVISION OF LOT 10 S.P. 47605

LGA WYONG

Locality : GOROKAN

Parish : MUNMORAH

County : NORTHUMBERLAND

Reduction Ratio 1:400

Lengths are in metres

STRATA PLAN 50959

Registered : 6-10-1995

C.A. : No.6070 OF 26-9-1995

Purpose : STRATA PLAN OF SUBDIVISION

Ref. Map : 4512-1

Last Plan : SP47605

Name of, and *address for service of notices on, the body corporate

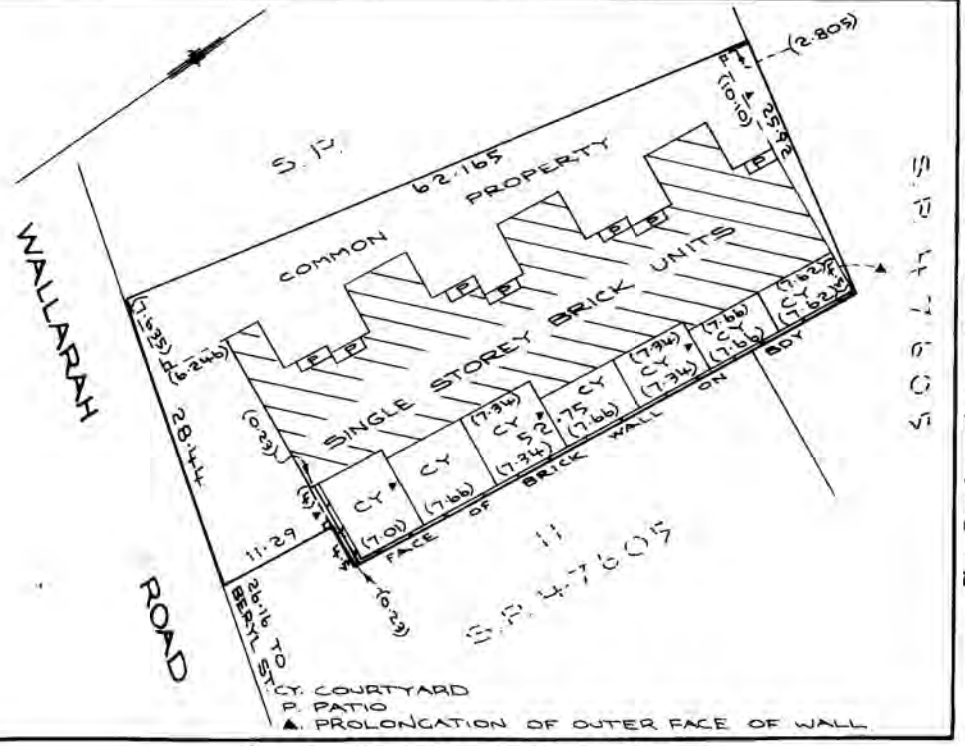
*Address required on original strata plan only.

THE PROPRIETORS OF S.P. 47605

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

D Bredahan Director
Witness
Secretary

Seal



SURVEYOR'S REFERENCE: 10223/6 "CHECKLIST"

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

N 2 0 X 7 0 0 N

Req:R224801 /Doc:SP 0050959 P /Rev:11-Oct-1995 /NSW LRS /Pgs:ALL /Prt:27-Jan-2022 12:21 /Seq:1 of 2
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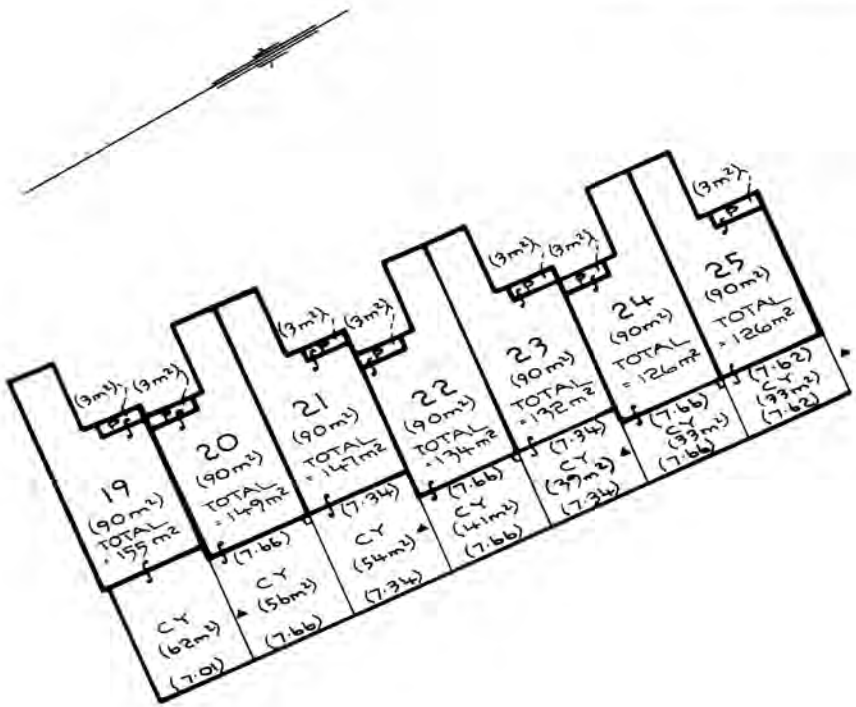
FORM 2 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet No. 2 of 2 Sheets

STRATA PLAN 50959

*OFFICE USE ONLY

SCHEDULE OF UNIT ENTITLEMENT	
LOT	ENTITLEMENT
19	100
20	100
21	100
22	100
23	100
24	100
25	100
AGGREGATE	700



CY. COURTYARD.
THE STRATUM OF A COURTYARD EXTENDS TO A DEPTH OF 2 METRES BELOW AND TO A HEIGHT OF 4 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE UNIT TO WHICH THEY ARE APPURTENANT

P. PATIO
THE PATIOS ARE LIMITED BY THE EDGE OF CONCRETE AND ARE ROOFED.

▲ PROLONGATION OF OUTER FACE OF BRICKWALL

Reduction Ratio 1: 300 Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 10223/6

Req:R224801 /Doc:SP 0050959 P /Rev:11-Oct-1995 /NSW LRS /Pgs:ALL /Prt:27-Jan-2022 12:21 /Seq:2 of 2
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FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

*OFFICE USE ONLY

COUNCIL'S CERTIFICATE

Wyong Shire Council (Name of Council)

having satisfied itself that the requirements of the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with, approves of the proposed

* strata plan of subdivision

illustrated hereon

*Delete the reference to the commencement of the building proposed in the application and the reference to the date by which the building is to be completed.

*Delete if inapplicable

Date 26-9-1995 Subdivision No. 6071.

(General Manager/Authorised Person)

*Complete, or delete if inapplicable

THE STRATA PLAN IS PART OF A DEVELOPMENT SCHEME. THIS COUNCIL IS SATISFIED THAT THE PLAN IS CONSISTENT WITH ANY CONDITIONS OF THE DEVELOPMENT CONSENT & THAT THE PLAN GIVES EFFECT TO THE STAGE OF THE DEVELOPMENT STATEMENT TO WHICH IT RELATES.

SURVEYOR'S CERTIFICATE

I, ROBERT JOHN RANSON of 37 ALISON RD WYONG, a surveyor registered under the Surveyors Act 1929, hereby certify that:

(1) any wall, the inner surface, or any part of which, corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists,

(2) any floor or ceiling, the upper or under surface or any part of which forms a boundary of a proposed lot shown in the accompanying floor plan exists,

(3) any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined, exists,

(4) any building comprising proposed lots erected on the land shown on the accompanying location plan and each proposed lot shown on the accompanying floor plan are wholly within the perimeter of the parcel *except to the extent that:

(a) the building encroaches on a public place,

(b) the building encroaches on land other than a public place, in respect of which encroachment an appropriate easement

*has been created by registered *it is to be created under section 888 of the Conveyancing Act 1919,

*(5) the survey information recorded in the accompanying location plan is accurate.

Signature: [signature]

Date 23-2-95

*Delete if inapplicable

† State whether dealing or plan, and quote registered number

This is sheet 1 of my Plan in 2 sheets.

PLAN OF SUBDIVISION OF LOT 11 S.P. 47605

LGA WYONG

Locality : GOROKAN

Parish : MUNMORAH

County : NORTHUMBERLAND

Reduction Ratio 1: 400

Lengths are in metres

STRATA PLAN 50960

Registered : 10-10-1995

C.A. N° 6071 OF 26-9-95

Purpose : STRATA PLAN OF SUBDIVISION

Ref. Map : U4512 - 1*

Last Plan : SP47605

Name of, and *address for service of notices on, the body corporate

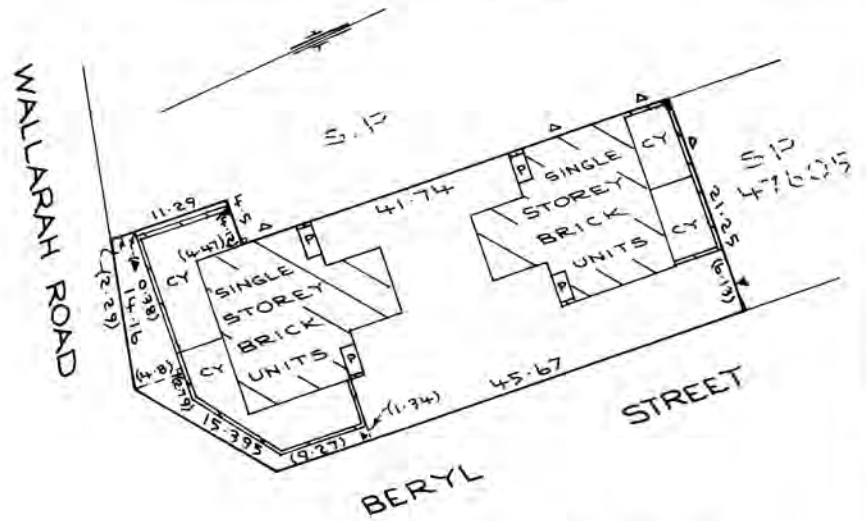
*Address required on original strata plan only

THE PROPRIETORS OF S.P. 47605

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

[signature] Director

[signature] Secretary



10 20 30 40 50 60 Table of mm 100 110 120 130 140 150 160

SURVEYOR'S REFERENCE: 10223-7 "CHECKLIST"

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

N 0 2 0 X 4 0 0 N

Req:R224802 /Doc:SP 0050960 P /Rev:16-Oct-1995 /NSW LRS /Pgs:ALL /Prt:27-Jan-2022 12:21 /Seq:1 of 2
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FORM 2

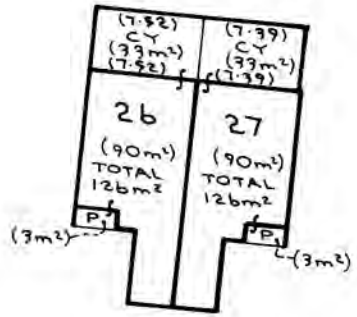
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

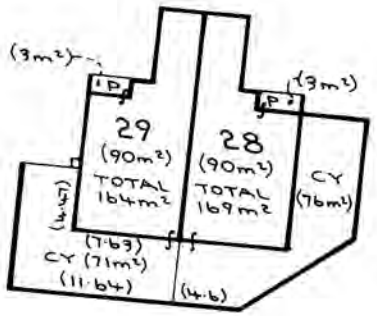
Sheet No. 2 of 2 Sheets

STRATA PLAN 50960

*OFFICE USE ONLY

SCHEDULE OF UNIT ENTITLEMENT	
LOT	ENTITLEMENT
26	100
27	100
28	100
29	100
AGGREGATE	400





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P. PATIO
THE PATIOS ARE LIMITED BY THE EDGE OF CONCRETE AND ARE ROOFED.

Reduction Ratio 1: 300

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 10223-7

Reg:R224802 /Doc:SP 0050960 P /Rev:16-Oct-1995 /NSW LRS /Pgs:ALL /Prt:27-Jan-2022 12:21 /Seq:2 of 2
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InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

SECTION 10.7(2) PLANNING CERTIFICATE

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

Fee Paid:	$62.00
Receipt No:	
Receipt Date:	8 June 2023
Property Address:	16/4 Beryl Street, GOROKAN NSW 2263
Property Description:	Lot 16 SP 49123
Property Owner:	Est Late Ms P E A Young
Certificate No:	62901
Reference No:	YOUNG.189183:245203
Date of Issue:	09-Jun-2023

The information contained within this certificate relates to the land.

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

1	NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

(1) Environmental Planning Instruments and Development Control Plans which apply to the land

Central Coast Local Environmental Plan 2022

Central Coast Development Control Plan 2022

State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

(2) Proposed Environmental Planning Instruments and Draft Development Control Plans which will apply to the land and is or has been the subject of community consultation or public exhibition

Proposed Standard Instrument (Local Environmental Plans) Order 2006 Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021
Proposed State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
Proposed State Environmental Planning Policy (Housing) 2021
Proposed State Environmental Planning Policy (Planning Systems) 2021

2	ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

(a) Identity of the Zone

Lot 16 SP 49123

R1 General Residential

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

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

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

(iii) development which is prohibited within the zone.

(c) Whether additional permitted uses apply to the land

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

(d) Development Standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house

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

(e) Land includes or comprises critical habitat

No

(f) Land is in a conservation area

No

(g) Item of environmental heritage is situated on the land

None

3 CONTRIBUTION PLANS

The land is subject to the Gorokan District Development Contributions Plan.

This land is subject to the Central Coast Regional Section 7.12 Development Contributions Plan 2019

This land is subject to Shire wide Infrastructure, Services and Facilities Development Contributions Plan.

4 COMPLYING DEVELOPMENT

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

HOUSING CODE

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

RURAL HOUSING CODE

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

LOW RISE HOUSING DIVERSITY CODE

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

GREENFIELD HOUSING CODE

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

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

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

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

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

INDUSTRIAL AND BUSINESS BUILDINGS CODE

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

CONTAINER RECYCLING FACILITIES CODE

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

SUBDIVISIONS CODE

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

DEMOLITION CODE

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

FIRE SAFETY CODE

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

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

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

5 EXEMPT DEVELOPMENT

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

GENERAL EXEMPT DEVELOPMENT CODE

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

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

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

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

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

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

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

No

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

No

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

No

In this section—

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

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

7	LAND RESERVED FOR ACQUISITION

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

Nil

8	ROAD WIDENING AND ROAD ALIGNMENT

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

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

(b) ENVIRONMENTAL PLANNING INSTRUMENT

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

(c) COUNCIL RESOLUTIONS

The land is not affected by road widening or road re-alignment under the above.

The property is adjacent to a State Road under the control of Transport for New South Wales (TfNSW) and may be affected by an existing road widening scheme. Any enquiries to TfNSW (Roads) formerly known as RMS regarding this matter should be lodged via the following portal https://myrta.com/opis/index.jsp or through the Central Register of Restrictions (CRR) via a conveyancer or agency.

9	FLOOD RELATED DEVELOPMENT CONTROLS

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

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

(3) In this section—

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

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

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

10	COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

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

The land is classed as being Acid Sulfate Soil Class 5

In this section—

adopted policy means a policy adopted—

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

11	BUSH FIRE PRONE LAND

The information currently available to Council indicates that this land **is not** bush fire prone land (as defined in the Act).

12	LOOSE-FILL ASBESTOS INSULATION

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

13	MINE SUBSIDENCE

The land **IS NOT WITHIN** a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

14	PAPER SUBDIVISION INFORMATION

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

Nil

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

Not applicable

Words and expressions used in this clause have the same meaning as they have in Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning and Assessment Act 1979*.

15	PROPERTY VEGETATION PLANS

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

16	BIODIVERSITY STEWARDSHIP SITES

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

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

17	BIODIVERSITY CERTIFIED LAND

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

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

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

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

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

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

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

In this section—

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

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

20	WESTERN SYDNEY AEROTROPOLIS

Not applicable to Central Coast Local Government Area

21	DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

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

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

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

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

NOTE

CONTAMINATED LAND MANAGEMENT ACT 1997

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

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

No

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

No

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

No

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

No

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

No

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

Karen Hansen
Signed on Behalf of Central Coast Council

LAND USE TABLE

Zone R1 General Residential

Central Coast Local Environmental Plan 2022

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To promote best practice in the design of multi dwelling housing and other similar types of development.
- To ensure that non-residential uses do not adversely affect residential amenity or place unreasonable demands on services.

2 Permitted without consent

Home occupations; Recreation areas

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Boat sheds; Car parks; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Hostels; Hotel or motel accommodation; Information and education facilities; Jetties; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Serviced apartments; Sewage reticulation systems; Shop top housing; Signage; Tank-based aquaculture; Water recycling facilities; Water reticulation systems; Water storage facilities

4 Prohibited

Any development not specified in item 2 or 3

ABN 73 149 644 003
5 October 2022

Ezystep Conveyancing
2/317 Main Rd
TOUKLEY NSW 2263

Dear Sir/Madam

Property: Lot 16 SP 49123
16/4 Beryl Street, GOROKAN NSW 2263
Your Reference: YOUNG SALE:222284

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

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

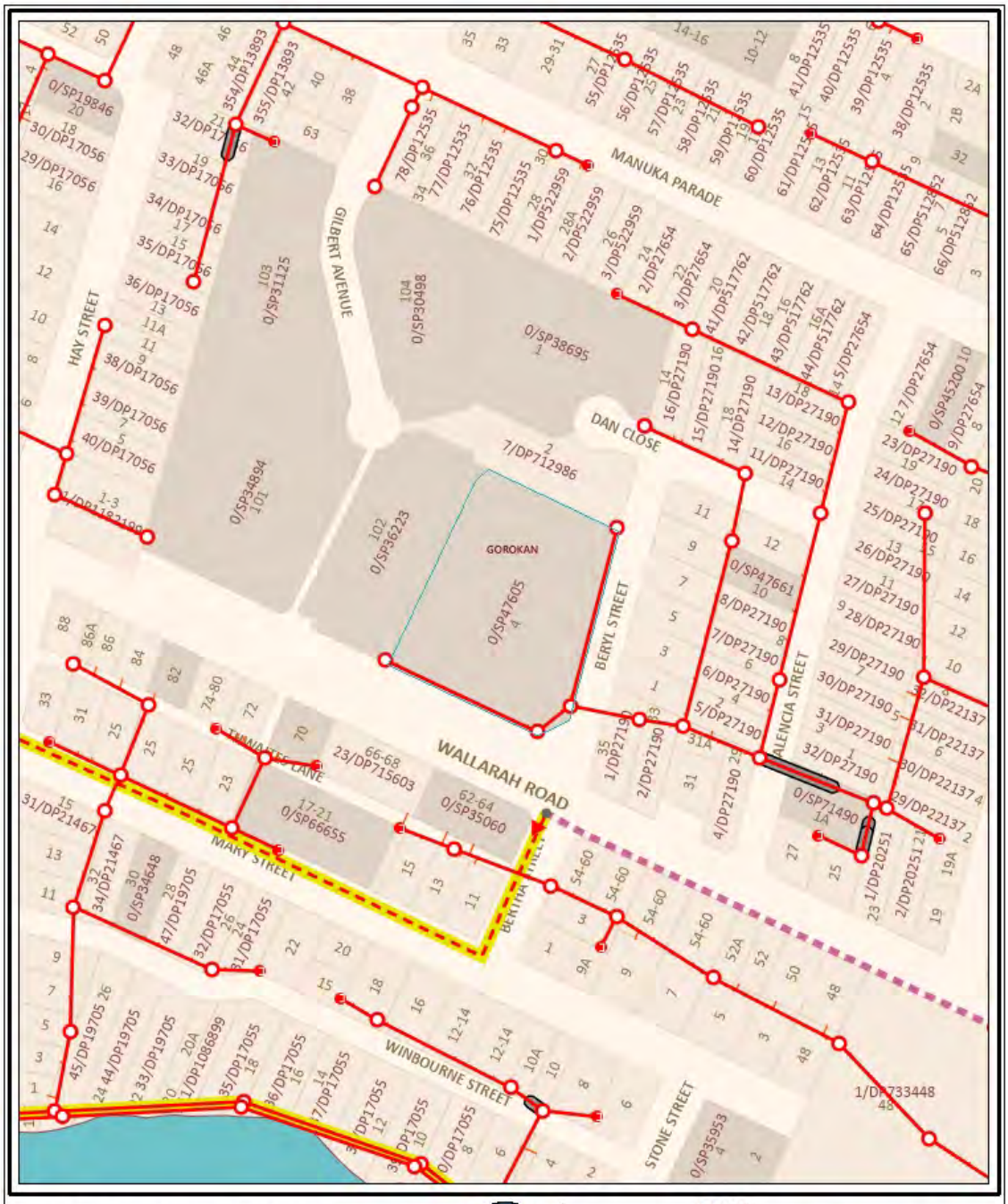
The above property is part of original SP 47605.

If you have any further enquiries regarding this diagram, please contact Customer Contact on 1300 463 954.

Yours faithfully

M Walsh
Signed on Behalf of Central Coast Council

Attach



Warning Note for Underground Plant Locations

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

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

Central Coast Council

Sewer Mains Diagram

Not to Scale

Issue Date: 05/10/2022

Legend

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

ABN 73 149 644 003
Your Ref: YOUNG SALE:222284

5 October 2022

Ezystep Conveyancing
2/317 Main Rd
TOUKLEY NSW 2263

Dear Sir/Madam

16/4 Beryl Street, GOROKAN NSW 2263
Lot 16 SP 49123

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

Should you require any further information regarding this matter, please contact Central Coast Council's Customer Services Section on 1300 463 954.

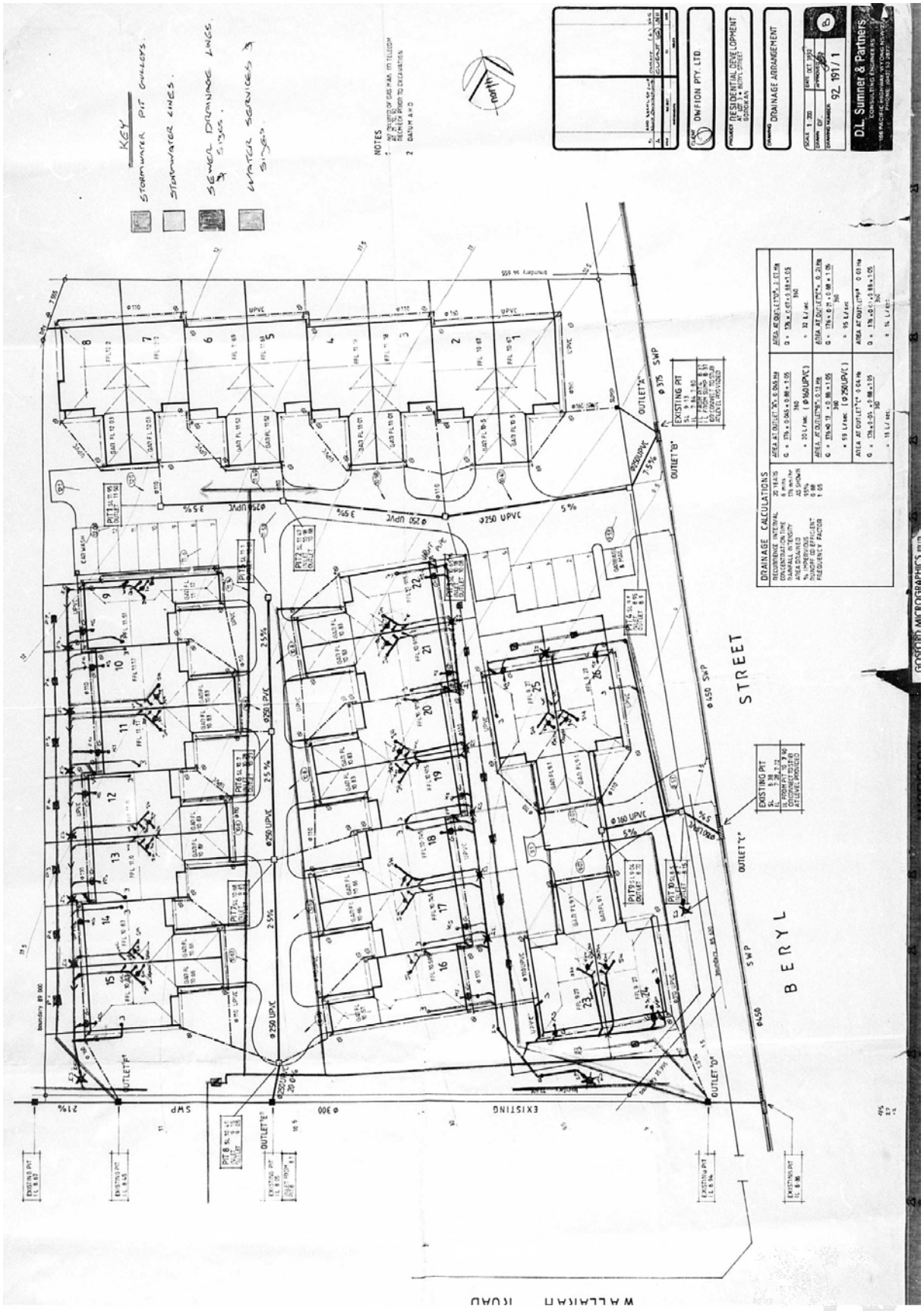
Yours faithfully



Jenny Downing
Signed on Behalf of Central Coast Council

Attachment:

16/4 Beryl Street, GOROKAN NSW 2263
Lot 16 SP 49123



STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: NSW TRUSTEE AND GUARDIAN
Purchaser:
Property: 16/4 Beryl Street GOROKAN NSW 2263
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
   (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015* (NSW) (*Act*).
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
    (a) to what year has a return been made?
    (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
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. In respect of the Property and the common property:
    (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
    (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

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(c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

(d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of that Act 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 or any alternative indemnity product under the *Home Building Act 1989* (NSW).

(f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.

(g) Has any work been carried out by the vendor on the Property or the common property? If so:
  (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
  (ii) does the vendor have any continuing obligations in relation to the common property affected?

17. Is the vendor aware of any proposals to:
(a) resume the whole or any part of the Property or the common property?
(b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
(c) deal with, acquire, transfer, lease or dedicate any of the common property?
(d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
(e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
(f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
(g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?

18.
(a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common 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 or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?

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

20.
(a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
(b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
(b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
(c) Is the vendor aware of:
  (i) any road, drain, sewer or storm water channel which intersects or runs through them?
  (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
  (iii) any latent defects in them?

(d) Has the vendor any notice or knowledge of them being affected by the following:
   (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
   (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
   (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
   (iv) any realignment or proposed realignment of any road adjoining them?
   (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding? If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?

22.
(a) If a licence 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
   (ii) whether the licensor holds any deposit, bond or guarantee.
(b) In relation to such licence:
   (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
   (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
25. Are there any:
   (a) orders of the Tribunal;
   (b) notices of or investigations by the Owners Corporation;
   (c) notices or orders issued by any Court; or
   (d) notices or orders issued by the Council or any public authority or water authority,

   affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
   (a) a collective sale of the strata scheme; or
   (b) a redevelopment of the strata scheme (including a strata renewal proposal)?

   If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
   (a) who has been appointed to each role;
   (b) when does the term or each appointment expire; and
   (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.

36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the Act relating to:
    (a) insurances;
    (b) fire safety;
    (c) occupational health and safety;
    (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
    (e) the preparation and review of the 10 year plan for the capital works fund; and
    (f) repair and maintenance.
43. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
49. 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.
50. 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.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

54. If the Contract is an off the plan contract:
    (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
    (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
    (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.

Enquiry ID	3926986
Agent ID	81429403
Issue Date	08 Jun 2023
Correspondence ID	1766202475
Your reference	YOUNG.189183

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

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

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
S49123/16	Unit 16, 4 BERYL ST GOROKAN 2263	$60 513	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2023 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

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/taxes/land/clearance.

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.

NSW TRUSTEE AND GUARDIAN
C/o VIET NGO
160 MARSDEN ST
PARRAMATTA NSW 2150

Our reference: 2410287869538
Phone: 13 28 66

7 April 2020

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

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

Reference number	2410287869538
Vendor name	NSW TRUSTEE AND GUARDIAN
Vendor address	160 MARSDEN ST PARRAMATTA NSW 2150
Clearance certificate period	1 April 2020 to 1 April 2025

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

Yours sincerely

Tim Dyce
Deputy Commissioner of Taxation

NEED HELP?

You can find out more about foreign resident capital gains withholding on our website at ato.gov.au/FRCGW

CONTACT US

If you have any questions, contact us between 8:00am and 5:00pm Australian Eastern Standard Time, Monday to Friday on:

› **13 28 66** if located in Australia, or
› **+61 2 6216 1111** if located outside Australia and ask for **13 28 66**.

Certificate

NSW GOVERNMENT | NSW Trustee & Guardian

NSW Trustee and Guardian Act 2009 (Section 122(1)) (New South Wales)

I certify that Patricia Ellen Ann Young
late of RICHMOND
in the State of New South Wales, Pensioner
died 24 October 2022,
and that Probate of the Will dated 14 March 2011 of the said deceased was granted to NSW Trustee and Guardian the sole executor named in the said Will, by the Supreme Court of New South Wales on 01 March 2023.

As witness my hand and the seal of NSW Trustee and Guardian,
this 08 March 2023.

NSW TRUSTEE AND GUARDIAN

AUTHORISED SIGNATORY
Name: Ve Singh
Position: Principal Client Service Officer

SECTION 122(1) provides that this form of certificate shall be admissible in any legal proceedings and is evidence of the death of the deceased person and of any of the matters stated in the certificate and of the authority of NSW Trustee and Guardian to act as administrator or executor.

Important Information about the Section 122 Certificate

The following information is provided to explain why NSW Trustee & Guardian's section 122 Certificate is sufficient evidence for you and why you do not require personal identification from NSW Trustee & Guardian staff.

Section 122

Section 122 of the *NSW Trustee and Guardian Act 2009* provides that a certificate signed by the Chief Executive Officer or a person authorised by the Chief Executive Officer stating that, NSW Trustee & Guardian has been granted probate or letters of administration of an estate of a deceased person on a specified date, and the name, residence and occupation of the deceased person, despite any Act or other law to the contrary, is evidence of NSW Trustee & Guardian's authority to act, evidence of the death of the person and of any other matters stated in the certificate.

NSW Trustee & Guardian

NSW Trustee & Guardian is a statutory body with the status, privileges and immunities of the Crown in right of the State of NSW under section 6 of the *NSW Trustee and Guardian Act 2009*.

NSW Trustee & Guardian has such functions as are conferred or imposed on it by or under the *NSW Trustee and Guardian Act 2009* or any other Act. NSW Trustee & Guardian may do all such supplemental, incidental or consequential acts as may be necessary or expedient for the exercise of its functions. Persons are employed in the Public Service to enable NSW Trustee & Guardian to exercise its functions under section 10 of the *NSW Trustee and Guardian Act 2009*.

The Chief Executive Officer of NSW Trustee & Guardian is appointed by the Governor of NSW and is responsible for the day to day management of the affairs of NSW Trustee & Guardian under section 7 of the *NSW Trustee and Guardian Act 2009*.

Delegation and Authorised Persons

The Chief Executive Officer may delegate to an authorised person any of the Chief Executive Officer's functions including the function to sign documents under section 9 of the *NSW Trustee and Guardian Act 2009*.

The occupants of the following positions are an "authorised person" for the function of signing a certificate pursuant to section 122 of the *NSW Trustee and Guardian Act 2009* :

- Director
- Senior Manager
- Manager
- Principal Client Service Officer

Additional Information

Pursuant to section 44 of the *Probate & Administration Act 1898*, upon a grant of probate or administration, all real and personal property of the deceased person vests in the executor or administrator. In this case, the executor/administrator is NSW Trustee & Guardian, which has the legal right to obtain information about such assets, collect the assets and deal with them according to the terms of the Will or in accordance with the NSW laws of intestacy.

While the production of the section 122 Certificate is sufficient evidence, Part 4.15 of the *Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007* makes provision for customers who are not able to provide identity documents usually required for identification procedures. AUSTRAC recommends a flexible approach be taken to identifying customers who do not have conventional ID. One alternative identification form cited by AUSTRAC is government correspondence that shows the customer's name.