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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 69151756	NSW DAN:
vendor's agent			Phone:
			Fax:
co-agent			Ref:
vendor	AMAL SAMIRA VRAGALIS		
	101 Ryde Road PYMBLE NSW 2073		
vendor's solicitor	CK Lawyers Group Pty Ltd		Phone: 02 9687 6000
	Suite 9 Level 2 410 Church St PARRAMATTA NSW 2150		Fax: 02 9687 5239
			Ref: 29535
date for completion	42 days after the contract date	(clause 15)	Email: reception@cklawyers.com.au
land (Address, plan details and title reference)	45A CARNARVON DR FRENCHS FOREST NSW 2086 LOT 492 IN DEPOSITED PLAN 857417 492/857417		
	☐ VACANT POSSESSION ☑ Subject to existing tenancies		
improvements	☐ HOUSE ☐ garage ☐ carport ☑ home unit ☐ carspace ☐ storage space ☐ none ☐ other:		
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:		

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

inclusions	☐ blinds	☐ dishwasher	☐ light fittings	☐ stove
	☐ built-in wardrobes	☐ fixed floor coverings	☐ range hood	☐ pool equipment
	☐ clothes line	☐ insect screens	☐ solar panels	☐ TV antenna
	☐ curtains	☐ other:		

exclusions

purchaser

purchaser's solicitor — Phone: / Fax: / Ref: / Email:

price $

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

balance $

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

buyer's agent

vendor **witness**

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

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares **witness**

Choices

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

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

Electronic transaction (clause 30) ☐ no ☐ YES

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

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

land tax is adjustable ☐ NO ☐ yes

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: $

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *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

- [x] 1 property certificate for the land
- [x] 2 plan of the land
- [ ] 3 unregistered plan of the land
- [ ] 4 plan of land to be subdivided
- [ ] 5 document that is to be lodged with a relevant plan
- [ ] 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- [ ] 7 additional information included in that certificate under section 10.7(5)
- [x] 8 sewerage infrastructure location diagram (service location diagram)
- [x] 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*
- [x] 15 lease (with every relevant memorandum or variation)
- [ ] 16 other document relevant to tenancies
- [ ] 17 licence benefiting the land
- [ ] 18 old system document
- [ ] 19 Crown purchase statement of account
- [ ] 20 building management statement
- [ ] 21 form of requisitions
- [ ] 22 *clearance certificate*
- [x] 23 land tax certificate

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- [ ] 59

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

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

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

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

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

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

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

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COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

2. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
   (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
   (b) the fifth business day after the day on which the contract was made—in any other case.

3. There is NO COOLING OFF PERIOD:
   (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
   (b) if the property is sold by public auction, or
   (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
   (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.

4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

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

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

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

6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.

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

8. The purchaser should arrange insurance as appropriate.

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

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

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

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

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by giving cash (up to $2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

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

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

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2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
3.4 The vendor must approve a replacement *deposit-bond* if –
3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and
3.4.2 it has an expiry date at least three months after its date of issue.
3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
3.5.2 the deposit is paid in full under clause 2.
3.6 Clauses 3.3 and 3.4 can operate more than once.
3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
3.9 The vendor must give the purchaser the *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
4.1.1 the form of transfer; and
4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

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

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.

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7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

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;

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10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

12.2 to apply (if necessary in the name of the vendor) for –

12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or

12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

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

13 Goods and services tax (GST)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

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

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

13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

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

14.2 The *parties* must make any necessary adjustment on completion.

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

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

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

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

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

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

14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –

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

14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

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

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

15 Date for completion

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

16 Completion

• Vendor

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

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

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

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

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

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

• Purchaser

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

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

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

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

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

16.10 On completion the deposit belongs to the vendor.

• Place for completion

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

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

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

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

16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

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

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

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

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

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

18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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.

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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

23.2.1 'change', in relation to a scheme, means –

- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;

23.2.3 'contribution' includes an amount payable under a by-law;

23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;

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

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23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

• Adjustments and liability for expenses

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

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

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

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

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

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

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

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

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

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

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

23.9 However, the purchaser can *rescind* if –

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

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

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

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• Notices, certificates and inspections

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

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

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

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

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

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

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

• Meetings of the owners corporation

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

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

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

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24 Tenancies

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

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

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

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

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

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

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

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

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

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

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- a proper notice of the transfer (an attornment notice) addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

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

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

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

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25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

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

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

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

26 Crown purchase money

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

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

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

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

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.

27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

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

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29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

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

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

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

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

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

30 Electronic transaction

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

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

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

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

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

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

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

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

30.3.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

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

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

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

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

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

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

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

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

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

30.5.1 create an *Electronic Workspace*;

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

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

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

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

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

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

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

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

30.7.1 join the *Electronic Workspace*;

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

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

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

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30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.

30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.

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

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

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

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

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electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price;
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ECNL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

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

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

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

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

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

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

32 Residential off the plan contract

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

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

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

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

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

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

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SPECIAL CONDITIONS

"PROPERTY"

BETWEEN: **AMAL SAMIRA VRAGALIS**

"as VENDOR"

AND **"as PURCHASER"**

32. DISCHARGE OF MORTGAGE ETC

The vendor shall not be required to register prior to completion any Mortgage or Mortgages, Writ or Writs registered on the Title to the subject property and/ or remove any Caveat or Caveats and the purchaser shall accept on completion a Discharge of any such Mortgage or Mortgages, Writ or Writs or a withdrawal of Caveat or Caveats in duly registrable form together with an allowance for the registration fees payable to the land and Property Information.

33. WHOLE OF AGREEMENT

The purchaser acknowledges that the purchaser does not rely in this contract upon any warranty or representation made except as are expressly provided herein and has relied entirely upon the purchaser's inspection of the property and the purchaser's own enquires relating thereto. Further in so far as there is any inconsistency between these special conditions and the printed standard clauses 1 to 31, these special conditions shall prevail.

34. CONDITION OF THE PROPERTY

34.1 The purchaser warrants to the vendor that:

(i) None of the vendor, the vendor's agent nor any other person on behalf of either of them has made any warranty or representation to the Purchaser or any other person(s) on behalf of the Purchaser in respect of the property other than as expressly disclosed in this contract;

(ii) Because of the purchaser's own inspection and enquiries, the purchaser is satisfied as to the nature, quality, condition and state of repair of the property, accepts the property as it is and subject to all defects (latent and patent) and all dilapidation and infestation and is satisfied as to the purposes for which the property may be used;

(iii) The Purchaser agrees that the Vendor makes no warranty or promise that any improvements, additions or structures upon the subject property comply with the provisions of the Local Government Act or the Regulations or any other Acts or Regulations or the Swimming Pools Act 1992, or Regulations. The Vendor made no warranty or promise that any improvement, structure or addition to or upon the land sold is fit for habitation or for any other purpose.

34.2 The purchaser may not make any objection, requisition or claim or delay completion of or rescind or terminate this contract because of anything relating to or connected with:

(i) The nature, quality, condition or state of repair of the property including, without limitation, defects (latent or patent), dilapidation or infestation of the property or the fact that the improvements erected on the property may not comply with the Rules and Regulations of the Local Government Area or the Local Government Act , the Local Environment Plan or the Development Control Plan or any Ordinances made thereunder; or

(ii) The purposes for which the property may be used; or

(iii) Infestation, mechanical breakdown or reasonable wear and tear which may affect the property between the date of this contract and completion; or

(iv) The roof or surface water drainage from the property being connected to a sewerage service; or

(v) There being or not being an easement or other right in respect of a service referred to in clause 10.1.2; or

(vi) Any matter disclosed in this contract.

and shall not require the vendor to carry out any work on or in respect thereof.

35. AGENTS COMMISSION INDEMNITY

The purchaser warrants that the purchaser has not been introduced to the property by any real estate agent other than the real estate agent disclosed in this contract and hereby agrees to indemnify the vendor against any claim action, suit or demand for agents commission that may be made against the vendor and arising out of completion of this contract and should it be proved that the purchaser was so introduced by such an agent. This clause shall not merge on completion.

36. COMPLETION

(i) The time for completion of this contract shall be 42 days from the contract date unless indicated otherwise on the front page of contract (herein after referred to as the "Completion Date"). Should either party be unable to complete this contract by the completion date then the other shall, at any time thereafter be at liberty to make time of the essence of this contract by serving a Notice to Complete, of not less than 14 days' duration, requiring completion within the time set out in that Notice. The 14 day period is deemed to be sufficient and reasonable.

(ii) The vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoing until the time of completion of this contract. The vendor shall not be deemed to be unable, not ready or unwilling to complete this contract by reason of the existence of any charge of the property for any rate, tax or outgoing and shall be entitled to serve a Notice to Complete on the purchaser notwithstanding that, at the time such Notice is issued or at any time thereafter, there is a charge on the property for any rate, tax or outgoing.

37. LIQUIDATED DAMAGES

(i) If the purchaser does not complete this contract by the day stipulated for completion (the "Completion Date") then the purchaser must pay to the vendor on completion or termination (whichever first occurs), in addition to the balance of the purchase price, interest on that balance of the purchase price at the rate of ten per centum (10%) per annum calculated from the day stipulated for completion until the day of completion but excluding the day of the actual completion or termination. The interest calculated on daily balances and adjustments, must be made as at the earliest of the completion date, the date possession is given to the purchaser and the date of actual completion. The purchaser shall not require the vendor to complete this contract until such payment is made and such payment is a genuine assessment by the parties of the loss and expense thereby suffered by the vendor. Furthermore, the purchaser agrees to pay as an adjustment on settlement the sum of $330 (inclusive of GST) representing agreed expenses incurred by the vendor's solicitors for the drafting, engrossing and serving of a notice to complete upon the purchaser.

(ii) Payment of interest and the agreed expenses of the vendor under this clause is an essential term of this contract.

(iii) The purchaser need not pay interest under this clause for any period that the purchaser's failure to complete is caused solely by the vendor.

38. DEATH OR MENTAL ILLNESS

Without any matter negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included in this contract, should a party (or if more than one, any of them) prior to completion die or become mentally ill, then the other party may rescind this contract by notice in writing to the other party and thereupon this contract shall forthwith be at an end and the provision of clause 19 hereof shall apply.

39. PURCHASERS WARRANTY

(i) The purchaser warrants that:

(a) The purchaser (and if more than one than each of them) is ordinarily resident in Australia within the meaning of the Foreign Takeovers Act 1975;

(b) The provision/s of the Foreign Takeovers Act 1975 requiring the obtaining of consent to this transaction do not apply to the purchaser or this purchase.

(ii) In the event of there being such a breach of this warranty whether deliberately or unintentionally the purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof.

(iii) This warranty shall not merge on completion.

40. AMENDMENTS TO PRINTED FORM CLAUSES

The following clauses in the printed form of the Contract shall be amended as follows:

(i) The definition of "settlement cheques" in Clause 1 is omitted and replaced by the following:

"Settlement cheque – an unendorsed cheque drawn on its own funds by a bank that carries on business in Australia and made payable to the person to be paid; or if authorised in writing by the vendor or the vendor's solicitor, some other cheque"

(ii) Clause 5.2 by adding at the end "and only in the form of the attached requisitions, but nothing will prevent the Purchaser from making further requisitions provided they are made in accordance with this contract:"

(iii) Clause 7.1.1 is amended by substituting "5% of the price" with "$1.00"

(iv) Clause 7.1.3 is amended by substituting "14 days" with "7" days

(v) Clause 7.2.1 substitute "$1.00" in place of "10%"

(vi) Clause 8.1.1 by deleting "on reasonable grounds,"

(vii) Clause 8.2.2 is deleted.

(viii) Clause 11.2 by adding "but only if the vendor has agreed to do so in writing prior to the Purchaser complying with the work order" at end of the clause.

(ix) Clause 16.5 delete the words "plus another 20% of that fee"

(x) Clause 16.7 delete the words "cash (up to $2,000.00)

(xi) Clause 16.8 is deleted.

(xii) Clause 23.13 & 23.14 replace "7" with "3"

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(xiii) Clause 23.16 add "provided the purchaser notifies the vendor in writing"

(xiv) Clause 24.1.1 by deleting "paid" and substituting "unpaid and any allowance will be made in favour of the Vendor equivalent to the total amount payable but unpaid up to the adjustment date

(xv) Clause 24.1.2 by substituting "purchaser" with "vendor", "vendor" with "purchase" and vendor's" with "purchaser's".

(xvi) Clause 24.3.3 is deleted.

41. INVESTMENT OF DEPOSIT

If this contract provides for the investment of the deposit the parties must promptly advise the deposit holder of their respective tax file numbers and do all things reasonably necessary to facilitate the investment of the deposit.

42. EARLY RELEASE OF DEPOSIT

Notwithstanding any other term or condition to the contrary contained herein it is mutually agreed that the vendors agent is authorised to release to the vendor the deposit paid hereunder on exchange of contracts PROVIDED THAT such monies so released shall only be used by the vendor to assist in the purchase of real property or for the payment of stamp duty in respect of such property and shall only be paid into the trust account of a licensed real estate or solicitor or to the Office of State Revenue and shall not be further released without the consent of the purchaser until completion.

43. PAYMENT OF DEPOSIT

In the event;

(i) The purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and

(ii) The purchaser has paid a deposit of less than ten per centum (10%) of the purchase price; and

(iii) The vendor terminates this contract;

Then the vendor shall be entitled to recover from the purchaser an amount equal to ten per centum (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this shall be in addition to and shall not be limited to any remedies available to the vendor herein contained or implied notwithstanding any rule or equity to the contrary. This special condition shall not merge on completion of this contract.

44. CONSUMER CREDIT (NSW) ACT, 1995

(i) The Purchaser warrants to the Vendor that the Purchaser has at the date hereof obtained approval for credit to finance the purchase of the property on terms which are reasonable to the Purchaser or that credit is not required to pay for the subject property.

(ii) The Purchaser acknowledges that as a consequence of the warranty herein given by the Purchaser this contract cannot be subject to termination pursuant to any section or provision of the Consumer Credit (NSW) Act 1995.

45. SURVEY REPORT

If a survey report is attached to this contract;

(i) The purchaser acknowledges that no objection or requisition shall be raised nor claim for compensation made in respect of any encroachment (including fences) forming part of the property which encroach onto the land adjoining the property; and

(ii) The vendor will not be required to show any compliance with the provisions of the Local Government Act or any Regulations, Ordinances, instruments or schemes thereunder.

46. BUILDING CERTIFICATE

If a building certificate under section 149D of the Environmental Planning and Assessment Act is attached to this contract, the purchaser shall not be entitled to make any requisitions, objection or claim for compensation in respect of any matter arising thereon.

In the event that the Purchaser applies to the Local Council for a Building Certificate, any work required to be carried out in order to bring the property to a standard acceptable to the said Council shall be carried out by the Purchaser at the Purchaser's expense. The Purchaser cannot require the Vendor to comply with any work any legislation or remedy any reason for council's refusal to issue a certificate pursuant to the Purchaser's application for building certificate.

47. SUBJECT TO SERVICES

The purchaser will take title subject to existing water, sewerage and drainage, gas and electricity, telephone or other installations, services and utilities. The purchaser will make no requisition, objection or claim for compensation in respect of:

i. the nature, location, availability or non-availability of any of them;
ii. any of them being a joint service with any other property;
iii. any service for any other property or any connections for any other property which pass through the property;
iv. any sewer or water main or connection which passes through in or over the property;
v. any manhole or vent on the property; and

the absence of any rights or easements in respect of any of those installations or services or utilities, or in respect of the mains, pipes or connections to and from the property for them.

48. DEPOSIT BOND

This clause applies if the purchaser delivers a Bond to the vendor instead of paying the deposit under clause 2.1 ("Deposit and other payments before completion"). The Bond must:

(a) be in a form acceptable to the vendor (acting reasonably); and

(b) be for period contemplated in clause 15 ("Completion date")

(i) Instead of paying the deposit under clause 2.1 ("Deposit and other payments before completion"), the purchaser may deliver a Bond to the vendor on or before the date of this Contract.

(ii) On completion the purchaser must pay the vendor in cash or by unendorsed bank cheque the amount of the deposit.

(iii) If the Vendor gives the purchaser a notice in writing claiming forfeiture of the deposit, the purchaser must pay to the vendor within five days of receiving that notice the amount of the deposit.

(iv) If the purchaser does not comply with clause 46(ii) or clause 46(iii):

(a) the purchaser is immediately, without notice, in breach of an essential obligation under this contract; and

(b) the vendor may demand payment from the issuer of the Bond of the amount stipulated in the Bond and:

(i) the amount payable by the purchaser under the clause 45(ii) if the purchaser has not complied with that clause; or

(ii) the amount payable by the purchaser under clause 45(iii) if the purchaser has not complied with that clause.

49. GUARANTEE AND INDEMNITY – PURCHASER A CORPORATION

In consideration of the Vendor entering into this contract with a Purchaser purporting to be a corporation, at the request of the person/s in whose presence the common seal of the Purchaser purports to have been affixed or the person/s who sign this contract on behalf of the Purchaser ("guarantor") the guarantor (if more than one jointly and severally) hereby:

(i) Warrants that the Purchaser is incorporated;

(ii) Guarantees to the Vendor the observance by the Purchaser of the terms of this contract;

(iii) Indemnifies and agrees at all times hereafter to keep indemnified the Vendor from and against all damages and losses which the Vendor may suffer arising directly or indirectly out of any breach by the Purchaser of any of the provisions of this contract;

(iv) Agrees that the indemnity in sub - paragraph (iii) herein shall continue and the guarantor shall remain liable to the Vendor under the indemnity notwithstanding that as a consequence of such breach the Vendor has exercised any of its rights under this contract notwithstanding that the Purchaser may be wound up and notwithstanding that the guarantee in this clause may for any reason whatsoever be unenforceable in whole or part.

(v) This clause shall not merge on completion

50. GST

(i) Notwithstanding anything else herein contained, and the information supplied by the vendor in good faith as to whether or not GST applies to this transaction, if the vendor notifies the purchaser that the vendor has to pay GST In relation to any amount disclosed in this contract, the purchaser will immediately pay on demand any amount of GST which it is considered will apply to this contract (or amount referred to in this contract).

(v) It shall be sufficient proof and notification to the purchaser if the vendor issues:

(a) A letter from the Australian Taxation Commissioner stating that the vendor has to pay GST or;
(b) A Tax Invoice stipulating all relevant amounts and the applicable GST.

(iii) This clause shall not merge on completion.

51. SETTLEMENT FEE

(i) It is hereby agreed between the parties if completion of this matter is not effected in accordance with the contract, for each settlement date made by the purchaser and cancelled, through no fault of the vendor, the sum of $110.00 including GST is to be paid by the purchaser to the vendor's solicitors upon completion.

52. SETTLEMENT VENUE

If the purchaser requires the vendor to settle at a location other than the vendor's mortgagee's office or the vendor's solicitor office then the purchaser must pay a $110.00 settlement fee to the vendor's solicitor on completion.

53. VENDOR DISCLOSURE

(i) The vendor discloses that SEPP28 has been repealed and that some provisions of SEPP25 and SEPP12 that allowed subdivision of dual occupancies have been repealed and the attached Section 149 Council Zoning Certificate may be inaccurate in respect of these matters.

(iii) The vendor discloses that the subject property may be bush fire prone land. The purchaser shall make no requisition objection or claim for compensation in regards to this disclosure.

54. CERTIFICATES & REPORTS

The vendor is not required to hand over on settlement the original Survey Report or any Certificate if it is not in the possession of the vendor.

55. AFFECTATION BY ELECTRICITY COMISSION

If the property is situated within an area over which the Electricity Commission of New South Wales holds a Petroleum Exploration Licence for oil and gas pursuant to the Petroleum Act 1955 (and in particular Sections 47, 49 and 50) THEN the purchaser acknowledges being made aware of that Licence and the purchaser must satisfy itself in all respects in relation to the Licence and may not make any objection, requisition or claim for compensation or delay completion or terminate or rescind this Agreement because of or in connection with that Licence.

56. NO REPRESENTATION AS TO FITNESS FOR ANY PURPOSE

The vendor does not represent that the property is fit or suitable for any particular purpose and the purchaser cannot raise any objection, requisition or claim for compensation as to the suitability (or lack of suitability) of the property for any particular purpose. The purchaser warrants that it has inspected the land and has undertaken its own due diligence enquiries in relation to the suitability of the land for the purchaser's purpose and has not relied on any representation made by the vendor or the vendor's agent or any one on the vendor's behalf in entering into this contract; this warranty shall not merge on completed.

57. VACANT POSSESSION / TENANCY

(a) In the event that the subject property is sold subject to Vacant Possession and the Vendor/Tenant is currently residing in the subject property and is unable to vacate on the due date, the Purchaser agrees to give the Vendor/Tenant an extra 21 days after the completion date to vacate the subject property and that a Notice to Complete cannot be served on the Vendor or Vendor's solicitor before the expiry of the said 21 days; and/or

(b) In the event that the subject property is sold subject to Vacant Possession and that there is currently a residential tenancy agreement annexed to the Contract, the Purchaser agrees and acknowledges the following:

i. At the Purchaser's request, the agent or the Vendor's Solicitor will only give notice to the tenants after the expiry of the cooling off period and that the agreed amount of the deposit money has been paid to the agent or the Vendor's trust account

ii. The tenants will be given at least 35 days to vacate the subject property after the expiry of the cooling off period;

iii. The Purchaser or the Purchaser Solicitor cannot serve the Vendor with a Notice to Complete on or before the expiry date of the Notice to the tenants.

(c) If the property is subject to any existing tenancies:

i. The vendor does not warrant that the tenant will continue to remain in the property;

ii. If the lease has expired and the purchaser requires vacant possession, the purchaser must inform the vendor's solicitor in writing that he requires vacant possession within three (3) days after the date of the exchange of contract; and

iii. The purchaser cannot make any claim, objection, requisition, rescind or terminate the contract, or delay completion if the vendor is unable to provide the purchaser with vacant possession on completion as stipulated in this contract of sale.

58. TRANSFER

Should the purchaser fail to serve the Transfer at least seven (7) days prior to completion date, the purchaser must pay to the vendor $220.00, being a genuine expense of the vendor to expedite the execution of the Transfer.

59. LAND TAX ADJUSTMENT

For the purpose of the Land Tax Adjustment required pursuant to this Contract, it is hereby agreed that he amount in respect to which the adjustment will be made will be a proportion of the total Land Tax payable by the Vendors in respect of the land comprised in Folio Identifiers without taking into consideration any statutory threshold.

60. IMPROVEMENTS

Unless specifically disclosed otherwise elsewhere in the Contract,

60.1 The purchaser acknowledges that the vendor did not erect any improvements on the property and have no knowledge as to who erected those improvements (if any) or whether that person held an appropriate licence or similar authority.

60.2 The purchaser may not make a requisition or claim, delay completion of, or rescind or terminate this contract because the vendor is unable to give the purchaser information concerning the identity of the person who erected the improvements or whether that person was licensed or otherwise authorised.

61. SWIMMING POOL

61.1 The vendor does not warrant that the swimming pool (if any) complies with the requirements of the Swimming Pool Act 1992 or Regulations made thereunder.

61.2 The purchaser acknowledges that after the date of this Contract, he/she is/are the party responsible for attending to the requirements necessary for compliance with the Swimming Pool Act 1992 or regulations made thereunder including and not limited to fencing, signage and access.

62. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING PAYMENTS

In the event that this sale is a property with a value of $750,000.00 dollars or more then:

62.1 Clearance Certificate or Variation:

(i) The vendor must immediately advise the purchaser whether a clearance certificate or variation notice from the Australian Taxation Office will be provided.
(ii) A clearance certificate or variation must be given at least 7 days prior to settlement.

62.2 Withholding and Remission of Payment:

(i) If the vendor gives a clearance certificate, the purchaser must not withhold any amount.
(ii) If the vendor gives the purchaser a variation notice, the purchaser must withhold the amount specified in that notice.

(iii) In the event that the vendor does not provide a clearance certificate or a variation notice prior to settlement then the purchaser must withhold 12.5% of the purchase price on account of the Foreign Resident Capital Gains Withholding Payment.

(iv) The purchaser must remit to the Australian Taxation Office any amount withheld on account of the Foreign Resident Capital Gains Withholding Payment as soon as possible following settlement.

62.3 Compliance Costs:

The vendor must pay to the purchaser costs of $330 as an adjustment on settlement for withholding and remittance of the Foreign Resident Capital Gains Withholding Payment.

62.4 Vendor to Indemnify Purchaser:

In the event that for any reason the purchaser becomes liable to pay an amount to the Australian Taxation Office on account of a liability arising out of the obligations of the vendor and purchaser under the Taxation Administration Act 1953 then the vendor indemnifies and holds harmless the purchaser from all amounts for which the purchaser becomes liable.

CK LAWYERS

LAND REGISTRY SERVICES **Title Search** InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 492/857417

SEARCH DATE	TIME	EDITION NO	DATE
5/6/2020	11:45 AM	8	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 492 IN DEPOSITED PLAN 857417
AT FRENCHS FOREST
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP857417

FIRST SCHEDULE

AMAL SAMIRA VRAGALIS (T AJ277434)

SECOND SCHEDULE (13 NOTIFICATIONS)

1		RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2	DP808175	RESTRICTION(S) ON THE USE OF LAND
3	DP857417	RIGHT OF CARRIAGEWAY AND EASEMENT TO DRAIN WATER 4 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
4	DP857417	RIGHT OF CARRIAGEWAY AND EASEMENT TO DRAIN WATER 4 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
5	DP857417	EASEMENT TO DRAIN WATER AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
6	DP857417	EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
7	DP857417	EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES AND PIT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8	DP857417	EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES APPURTENANT TO THE LAND ABOVE DESCRIBED
9	DP857417	EASEMENT FOR SERVICES 4 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
10	DP857417	EASEMENT FOR STORMWATER DETENTION AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
11	DP857417	RESTRICTION(S) ON THE USE OF LAND
12	2097752	CROSS EASEMENTS (S181 B CONVEYANCING ACT, 1919) AFFECTING THE PARTY WALL(S) SHOWN ON THE COMMON BOUNDARY OF LOTS 491 & 492 IN DP857417
13	AJ277435	MORTGAGE TO WESTPAC BANKING CORPORATION

END OF PAGE 1 - CONTINUED OVER

FOLIO: 492/857417 PAGE 2

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: 05/06/2020 11:45:40

/Seq:R159354 /Doc:DP 0857417 P /Rev:08-Mar-1996 /NSW LRS /Pgs:ALL /Prt:05-Jun-2020 11:45 /Seq:1 of 1
Office of the Registrar-General /Src:INFOTRACK /Ref:29535

PLAN FORM 2

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

Crown Lands Office Approval

PLAN APPROVED Authorised Officer

Land District

Paper No.

Field Book pages

Council Clerk's Certificate

I hereby certify that :-

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

*(b) the requirements of Part 3 Division 2 of the † Water Board Act 1987 and Water Supply Authorities Act 1987

have been complied with by the applicant in relation to the proposed Subdivision

(insert "new road", "subdivision" or "consolidated lot") set out hereon

Subdivision No. 9741

Date 5 February 1996

Signature Authorised Person

Council File No. SD 8707

* This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operation of the metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board

† Delete if inapplicable

SURVEYOR'S REFERENCE 7388

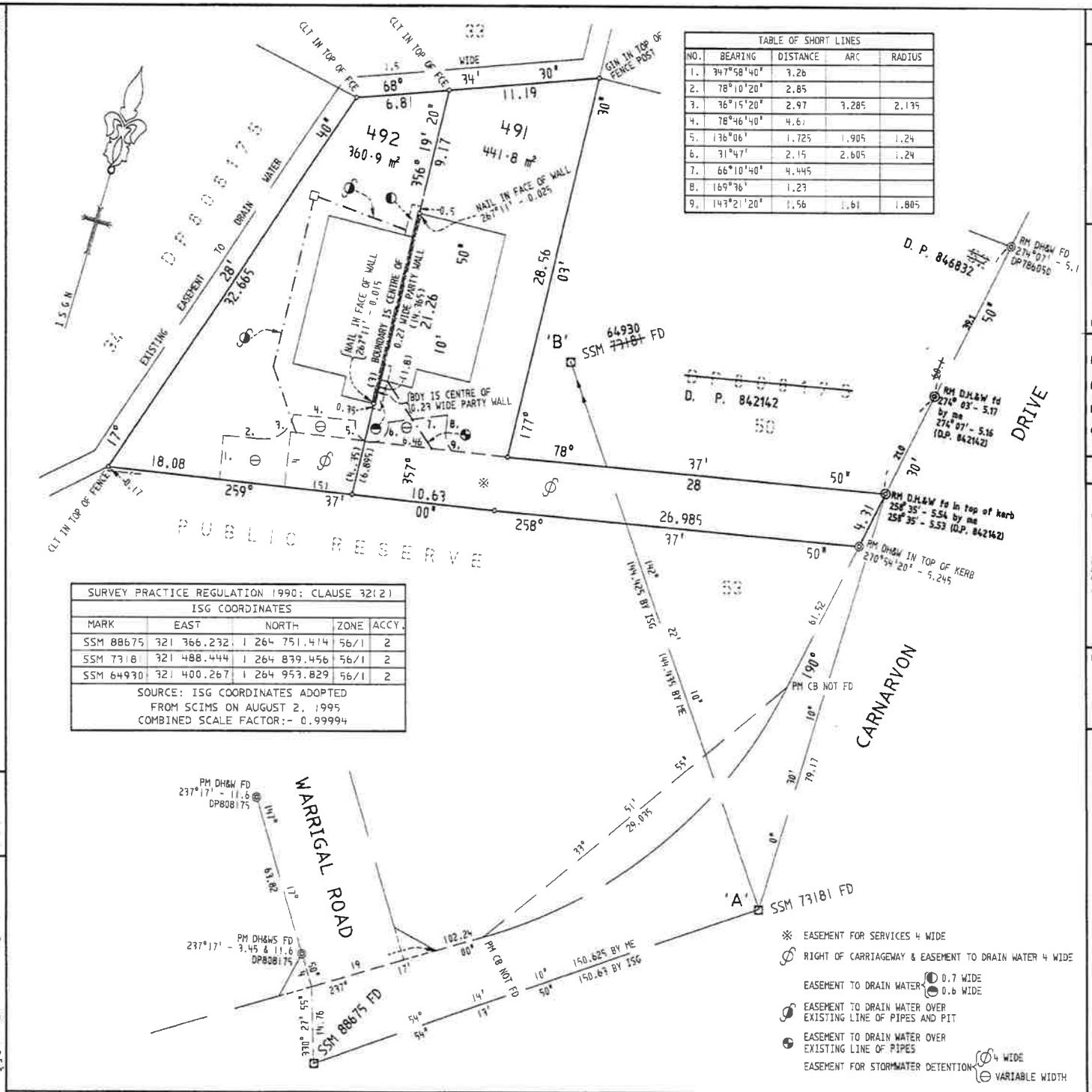

TABLE OF SHORT LINES				
NO.	BEARING	DISTANCE	ARC	RADIUS
1.	347°58'40"	3.26		
2.	78°10'20"	2.85		
3.	76°15'20"	2.97	3.285	2.135
4.	78°46'40"	4.61		
5.	136°06'	1.725	1.905	1.24
6.	31°47'	2.15	2.605	1.24
7.	66°10'40"	4.445		
8.	169°36'	1.23		
9.	143°21'20"	1.56	1.61	1.805

SURVEY PRACTICE REGULATION 1990: CLAUSE 32(2)

ISG COORDINATES

MARK	EAST	NORTH	ZONE	ACCY.
SSM 88675	321 366.232	1 264 751.414	56/1	2
SSM 7318	321 488.444	1 264 839.456	56/1	2
SSM 64930	321 400.267	1 264 953.829	56/1	2

SOURCE: ISG COORDINATES ADOPTED FROM SCIMS ON AUGUST 2, 1995
COMBINED SCALE FACTOR:- 0.99994

※ EASEMENT FOR SERVICES 4 WIDE

RIGHT OF CARRIAGEWAY & EASEMENT TO DRAIN WATER 4 WIDE

EASEMENT TO DRAIN WATER 0.7 WIDE / 0.6 WIDE

EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES AND PIT

EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES

EASEMENT FOR STORMWATER DETENTION 4 WIDE / VARIABLE WIDTH

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

7388L

DP 857417

Registered: 7.3.1996

C.A.: No. 9741 OF 5-2-1996

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U1860-5*

Last Plan: D.P. 808175

PLAN

OF SUBDIVISION OF LOT 49 IN DP808175

Lengths are in metres. Reduction Ratio 1:200

L.G.A. WARRINGAH

Locality: FRENCHS FOREST

Parish: MANLY COVE

County: CUMBERLAND

~~This is sheet 1 of my plan in sheets~~

(Delete if inapplicable)

I, PAUL BARRY BYRNE of 67 WATERLOO ST NARRABEEN

a surveyor registered under the Surveyors Act, as amended, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Practice Regulations, 1933 and any special requirements of the Department of Lands, and was completed on

* 22/12/1994 & 27/7/1995

Signature

Surveyor registered under Surveyors Act, 1929, as amended.

Datum Line of Azimuth 'A' - 'B'

*Insert date of survey.

Plans used in preparation of survey/compilation.

DP 808175

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT, IT IS INTENDED TO CREATE:-

1. RIGHT OF CARRIAGEWAY & EASEMENT TO DRAIN WATER 4 WIDE
2. EASEMENT TO DRAIN WATER
3. EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES & PIT
4. EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES
5. EASEMENT FOR SERVICES 4 WIDE
6. EASEMENT FOR STORMWATER DETENTION
7. RESTRICTION AS TO USER

ADDITIONS MADE IN L.T.O. AT SURVEYORS REQUEST

ieq:R159355 /Doc:DP 0857417 B /Rev:08-Mar-1996 /NSW LRS /Pgs:ALL /Prt:05-Jun-2020 11:45 /Seq:1 of 4
) Office of the Registrar-General /Src:INFOTRACK /Ref:29535

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

DP 857417

Subdivision of Lot 49
in Deposited Plan 808175
covered by Council Clerk's
Certificate No. 9741 of 5.2.1996

PART 1

Full names and addresses of the proprietor of the land:

Craig Anthony Peel of 45 Carnarvon Drive, Frenchs Forest and
Humphrey Lam of 45 Carnarvon Drive, Frenchs Forest

1. Identity of Easement or Restriction Firstly Referred to in abovementioned Plan:

Right of Carriageway and Easement to Drain Water 4 Wide.

Schedule of Lots etc. Affected

Lots Burdened	Lots, Name of Road or Authority Benefited
491	492
492	491

2. Identity of Easement or Restriction Secondly Referred to in abovementioned Plan:

Easement to Drain Water

Schedule of Lots etc. Affected

Lots Burdened	Lots, Name of Road or Authority Benefited
491	492
492	491

3. Identity of Easement or Restriction Thirdly Referred to in abovementioned Plan:

Easement to Drain Water Over Existing Line of Pipes and Pit.

Schedule of Lots etc. Affected

Lots Burdened	Lots, Name of Road or Authority Benefited
492	491

4. Identity of Easement or Restriction Fourthly Referred to in abovementioned Plan:

Easement to Drain Water Over Existing Line of Pipes

Schedule of Lots etc. Affected

Lots Burdened	Lots, Name of Road or Authority Benefited
491	492

REGISTERED 7.3.1996

WARRINGAH COUNCIL

Authorised Person

Req:R159355 /Doc:DP 0857417 B /Rev:08-Mar-1996 /NSW LRS /Pgs:ALL /Prt:05-Jun-2020 11:45 /Seq:2 of 4
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

DP 857417

Subdivision of Lot 49
in Deposited Plan 808175
covered by Council Clerk's
Certificate No. 9741 of 5.2.1996

5. Identity of Easement or Restriction Fifthly Referred to in abovementioned Plan: Easement for Services 4 Wide.

Schedule of Lots etc. Affected

Lots Burdened	Lots, Name of Road or Authority Benefited
491	492

6. Identity of Easement or Restriction Sixthly Referred to in abovementioned Plan: Easement for Stormwater Detention

Schedule of Lots etc. Affected

Lots Burdened	Lots, Name of Road or Authority Benefited
491 & 492	Warringah Council

7. Identity of Easement or Restriction Seventhly Referred to in abovementioned Plan: Restriction as to User

Schedule of Lots etc. Affected

Lots Burdened	Lots, Name of Road or Authority Benefited
491	492
492	491

PART 2

2. TERMS OF EASEMENT OR RESTRICTION SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

An Easement To Drain Water as set out in Part III Schedule IV A of the Conveyancing Act over existing Roof Guttering, Downpipe and Drainage Line located within the said easement.

WARRINGAH COUNCIL

Authorised Person

leq:R159355 /Doc:DP 0857417 B /Rev:08-Mar-1996 /NSW LRS /Pgs:ALL /Prt:05-Jun-2020 11:45 /Seq:3 of 4
) Office of the Registrar-General /Src:INFOTRACK /Ref:29535

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

DP 857417

Subdivision of Lot 49
in Deposited Plan 808175
covered by Council Clerk's
Certificate No. 9741 of 5-2-1996

5. TERMS OF EASEMENT OR RESTRICTION FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him to make, layout, construct, erect, install, carry, maintain and use through, above or and under the servient tenement all drains, pipes, conduits, poles, wires or other equipment and materials necessary to provide and carry all or any of water, sewerage, gas, electric light, telephone and/or other domestic services to and from the said tenement PROVIDED THAT the said drains, pipes, conduits, wires and/or other equipment and materials shall be laid in such a position so as to cause as little interference as possible with the Right Of Carriageway hereby reserved TOGETHER WITH the right for the grantee and every person authorised by him with any tools, implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such equipment or any part thereof to such extent as may be necessary PROVIDED THAT the grantee and the person authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and/or free access to the dominant tenement and will restore without delay that surface as nearly as practicable to it's original condition and this easement shall not be released, varied or modified without the written consent of Sydney Water.

6. TERMS OF EASEMENT OR RESTRICTION SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

An easement to drain water for detention storage over the structure located within the easement as shown on the accompanying plan. The registered proprietors for the time being of both lots 491 & 492 will maintain the stormwater detention system and keep such system in good and substantial repair and working order and the cost of such maintenance and repair shall be shared equally between them.

7. TERMS OF EASEMENT OR RESTRICTION SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

a) The registered proprietor for the time being of a lot hereby burdened shall at all times maintain that part of the party wall shown on the accompanying plan as contained within that lot to ensure retention of the structural and weatherproof integrity of the party wall.
b) No part of the exterior of the improvements erected on the lot hereby burdened shall be painted a substantially different colour than its present colour without the prior consent of the owner for the time being of the lot having benefit of this restriction.

The Authority empowered to release, vary or modify the easement(s) and/or restriction(s) firstly to sixthly inclusive created hereby shall be Warringah Council.

WARRINGAH COUNCIL

Authorised Person

Req:R159355 /Doc:DP 0857417 B /Rev:08-Mar-1996 /NSW LRS /Pgs:ALL /Prt:05-Jun-2020 11:45 /Seq:4 of 4
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

DP 857417

Subdivision of Lot 49
in Deposited Plan 808175
covered by Council Clerk's
Certificate No. 9741 of 5.2.1996

The persons or persons having the right to release vary or modify the easement(s) and/or restriction(s) seventhly created hereby shall be the Registered Proprietor for the time being of the benefiting lot.

Signed in my presence by the said)
CRAIG ANTHONY PEEL)
who is personally known to me)

.....
Witness

.....

Signed in my presence by the said)
HUMPHREY LAM)
who is personally known to me)

.....
Witness

.....

Approved by Warringah Council

.....
Council Clerk

REGISTERED 7.3.1996

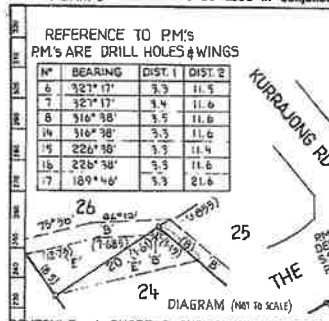
WARRINGAH COUNCIL
.....
Authorised Person

.eq:R159356 /Doc:DP 0808175 P /Rev:07-Nov-1992 /NSW LRS /Pgs:ALL /Prt:05-Jun-2020 11:46 /Seq:1 of 2
Office of the Registrar-General /Src:INFOTRACK /Ref:29535

PLAN FORM 3 To be used in conjunction with Plan Form 2 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION * OFFICE USE ONLY

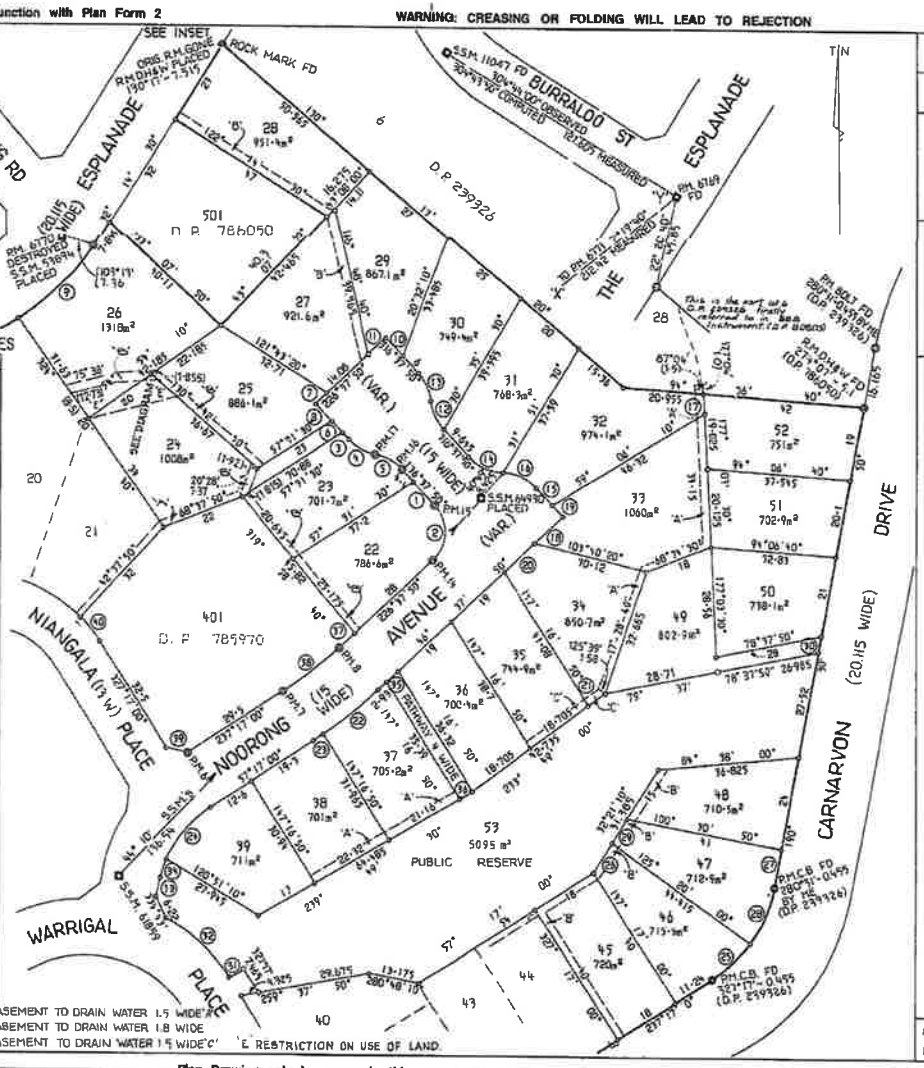
REFERENCE TO P.M.'s
P.M.'s ARE DRILL HOLES & WINGS

N°	BEARING	DIST. 1	DIST. 2
6	327° 17'	3.3	11.5
7	327° 17'	3.4	11.6
8	316° 38'	3.5	11.6
14	316° 38'	3.3	11.6
15	226° 38'	3.3	11.4
16	226° 38'	3.3	11.6
17	189° 46'	3.3	21.6



SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	136° 38'	8·1		
2	181° 37' 50"	14·14	15·71	10
3	136° 38'	2·405		
4	118° 12'	7·905	8·045	12·5
5	118° 12'	7·905	8·045	12·5
6	136° 38'	4·075		
7	226° 38'	4		
8	136° 38'	6·02		
9	45° 15' 10"	27·415	27·65	60·89
10	316° 38'	6·5		
11	226° 38'	6.92		
12	335° 04'	7·905	8·045	12·5
13	335° 04'	7·905	8·045	12·5
14	293° 51'	9·68	9·94	12·5
15	316° 38'	6		
16	293° 51'	9·68	9·94	12·5
17	177° 04'	5		
18	46° 38'	10		
19	316° 38'	4		
20	46° 37' 50"	11		
21	233° 49'	6·5		
22	51° 12' 40"	18·36	18·38	115
23	56° 32'	3	3	115
24	40° 14' 00"	17·595	17·855	30
25	226° 24' 00"	13·77	13·855	36·57
26	32° 21'	9		
27	190° 34' 30" SC	10		
28	203° 00' 50"	15·875	16	36·57
29	32° 21'	7·385		
30	190° 34' 30" SC	4·31		
31	237° 17'	4		
32	312° 48' 00"	22·51	22·75	45
33	13° 38'	4·935		
34	18° 24'	4·995	5	30
35	46° 38'	4·07		
36	239° 49'	4·005		
37	226° 38'	5·5		
38	231° 57' 30"	18·565	18·59	100
39	282° 17'	5·655		
40	320° 20'	7·98	8	33



'A' EASEMENT TO DRAIN WATER 1.5 WIDE 'A'
'B' EASEMENT TO DRAIN WATER 1.8 WIDE
'C' EASEMENT TO DRAIN WATER 1.5 WIDE 'C'
'E' RESTRICTION ON USE OF LAND.

Plan Drawing only to appear in this space

DP 808175

Registered: 22.2.91

This is sheet 2 of my plan in 2 sheets dated 18th December 1990

Surveyor registered under Surveyors Act 1929

This is sheet of the plan of sheets covered by my Certificate No. of

Council Clerk

Signatures and seals only

LINE 27 & 30 AMENDED IN LTO AT SURVEYORS REQUEST

Reduction Ratio 1: 800
Lengths are in metres

SURVEYOR'S REFERENCE 1423/4

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

	10	20	30	40	50	60	70 Table of mm	110	120	130	140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 8th March, 1991

2

.eq:R159356 /Doc:DP 0808175 P /Rev:07-Nov-1992 /NSW LRS /Pgs:ALL /Prt:05-Jun-2020 11:46 /Seq:2 of 2
, Office of the Registrar-General /Src:INFOTRACK /Ref:29535

PLAN FORM 2

Plan Drawing only to appear in this space

*OFFICE USE ONLY

DP 808175 (6)

Registered: 22-2-1991

C.A.:

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U1860-2#, 5#

Last Plan: DP785970 ; DP786050 DP786051

PLAN OF SUBDIVISION OF
LOT 302 D.P.788051
LOT 402 D.P.786970
LOT 502 D.P.788050

Lengths are in metres. Reduction Ratio 1:800

~~Mun./Shire~~ ~~City~~: WARRINGAH

Locality: FRENCHS FOREST

Parish: MANLY COVE

County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets.
(Delete if inapplicable)

I, KENT GRANVILLE JONES
of CRAIG & JAMESES, 11 BRIDGE ST, EPPING 2121
a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Practice Regulations, 1933 and any special requirements of the Department of Lands, and was completed on
the 18th December, 1990
Signature: [signature]
Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line 'AB' Azimuth: X-Y
Bearing: Absolute
Height Datum: Adopted
Absent data of survey

Plans used in preparation of survey/compilation.

D.P 29 6326 D.P.786050
D.P.785970 D.P.786051

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

SIGNED BY ME PAUL FARNILL AS DELEGATE OF THE LAND AND HOUSING CORPORATION AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF THE REVOCATION OF SUCH DECEGATION.

[signature]

LINE 21 AMENDED IN LTO AT SURVEYOR'S REQUEST

STATEMENTS OF INTENTION (CONTINUED)

WHERE ANY LOT SHOWN HEREIN ABUTTS A NON-TIDAL STREAM OR ROAD, THE TITLE EXTENDS ONLY TO THE BOUNDARY OF THE STREAM OR ROAD AND NOT TO THE MIDDLE LINE THEREOF.

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages .....

Council Clerk's Certificate

I hereby certify that –

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

†(b) the requirements of Part 3 Division 2 of the † Water Board Act 1987 and † Water Supply Authorities Act 1987

have been complied with by the applicant in relation to the proposed ..... (Insert "new road", "subdivision" or "consolidation") set out herein

Subdivision No. .....

Date .....

(Signature) ..... Council Clerk

Council File No. .....

* This part of certificate to be deleted where the application is only for a consolidation lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.

† Delete if inapplicable.

SURVEY PRACTICE REGULATION 1990 : CLAUSE 32(2)

MARK	I.S.G. CO-ORDINATE EASTING	NORTHING	ZONE	ACC
P.M. 6769	321 349.193	1 265 113.046	56/1	5
P.M. 6771	321 183.357	1 264 980.321	56/1	2
S.S.M. 11047	321 244.330	1 265 185.798	56/1	2

SOURCE: I.S.G. CO-ORDINATES ADOPTED FROM N.S.W. LANDS DEPARTMENT AT 6th DEC. 1990

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	237°17'	5		
2	159°06'	8·515		
3	324°30'	3		
4	192°17'	5·655		
5	324°30'	6·62		
6	106°13'40"	39·41	42·995	30
7	249°57'	7·49	7·5	45
8	82°14'	9·32		
9	147°17'	8		
10	181°32'	6·61		
11	209°26'40"	15·34	15·415	45
12	232°33'	6·26		
13	261°49'50"	11·195	11·17	45
14	50°05'	8·805	9	12·5
15	49°43'	8·66	8·845	12·5
16	108°38'00"	24·98	26·985	20
17	95°59'40"	10·65	11	12·5
18	140°33'	8·315	8·48	12·5
19	262°19'30"	11		
20	187°29'10"	11·545	12	12·5
21	341°52'50"	8		
22	113°51'00"	11·46		
23	228°52'	4·29	4·31	12·5
24	80°51'50"	25·115	25·195	152·4
25	262°38'10"	11·695	12·165	12·5
26	292°35'	3	3	99
27	270°15'	8·66	8·845	12·5
28	74°15'	4	4	60·89
29	270°23'10"	17·295	17·5	99
30	65°19'10"	14·96	15	60·89
31	299°29'10"	15·865	16·02	99
32	147°17'	5		
33	282°17'	5·655		
34	231°57'30"	18·565	18·59	100
35	320°20'	7·98	8	99
36	109°37'50"	22·82	23·07	45
37	45°16'20"	16·79	16·87	45

REFERENCE TO P.M's
P.M's ARE DRILL HOLES & WINGS

No.	BEARING	DIST. 1	DIST. 2
1	237°17'	3.45	11.6
2	237°17'	3.45	11.6
3	153°37'	3.4	–
	155°10'	–	11.5
4	203°56'	5.1	17.485
5	283°38'	3.4	11.55
6	327°17'	3.3	11.5
7	327°17'	3.4	11.6
8	516'38'	3.5	11.6
9	237°17'	3.4	10.2
10	237°17'	3.4	9.5
11	195°59'	3.4	9.6
12	159°59'	3.45	9.8
13	119°26'50"	3.45	21.6

'A' EASEMENT TO DRAIN WATER 1.5 WIDE 'A'.
'B' EASEMENT TO DRAIN WATER 1.8 WIDE.
'C' EASEMENT TO DRAIN WATER 1.5 WIDE 'C'.
'D' EASEMENT TO DRAIN WATER VAR. WIDTH.
'E' RESTRICTION ON USE OF LAND.

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SEC 81 OF THE PUBLIC WORKS ACT AND SEC 15 (5) OF THE HOUSING ACT 1978 IT IS INTENDED TO PROCLAIM AS PUBLIC HIGHWAY: –
1) WARRIGAL ROAD
2) NOORONG AVENUE
3) MIANGALA PLACE
4) PATHWAY 4 WIDE

PURSUANT TO SEC 15 (2) OF THE HOUSING ACT 1978, IT IS INTENDED TO DEDICATE LOT 53 AS PUBLIC RESERVE.

PURSUANT TO SEC 88B. OF THE CONVEYANCING ACT 1919 AND IN TERMS OF THE ACCOMPANYING INSTRUMENT, IT IS INTENDED TO CREATE :-
1) EASEMENT TO DRAIN WATER 1.5 WIDE 'A'
2) EASEMENT TO DRAIN WATER 1.8 WIDE
3) EASEMENT TO DRAIN WATER 1.5 WIDE 'C'
4) EASEMENT TO DRAIN WATER VAR. WIDTH
5) RESTRICTION ON USE OF LAND
6) RESTRICTION ON USE OF LAND
7) RESTRICTION ON USE OF LAND
8) RESTRICTION ON USE OF LAND
9) RESTRICTION ON USE OF LAND
10) RESTRICTION ON USE OF LAND

(CONTINUED IN SIGNATURES COLUMN.)

SURVEYOR'S REFERENCE: 1423/4

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 8th March, 1991

eq:R159357 /Doc:DP 0808175 B /Rev:03-Nov-1992 /NSW LRS /Pgs:ALL /Prt:05-Jun-2020 11:46 /Seq:1 of 4
Office of the Registrar-General /Src:INFOTRACK /Ref:29535

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in Metres — Sheet 3 of 8 Sheets

Plan: DP 808175 — Subdivision of Lot 302 D.P.786051, Lot 402 D.P.785970, Lot 502 D.P.786050 and ~~Easement to Drain Water over part of Lot 6 D.P. 239326~~ 4

PART I

Full name and address of Proprietor of land: N.S.W. LAND & HOUSING CORPORATION, 23 - 31 Moore Street, LIVERPOOL, N.S.W. 2170

6. Identity of Restriction sixthly referred to in abovementioned plan. — RESTRICTION ON USE OF LAND

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Name of Authority Benefited
5 to 11 inclusive	Council of the Shire of Warringah
34 to 40 inclusive	" " " " "
43 to 50 inclusive	" " " " "

7. Identity of Restriction seventhly referred to in abovementioned plan. — RESTRICTION ON USE OF LAND

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Name of Authority Benefited
17	Council of the Shire of Warringah
18	" " " " "
19	" " " " "
20	" " " " "

8. Identity of Restriction eighthly referred to in abovementioned plan. — RESTRICTION ON USE OF LAND

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Name of Authority Benefited
24	Council of the Shire of Warringah
26	" " " " "

REGISTERED 22-2-91

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in Metres — Sheet 4 of 8 Sheets

Plan: DP 808175 — Subdivision of Lot 302 D.P.786051, Lot 402 D.P.785970, Lot 502 D.P.786050 and ~~Easement to Drain Water over part of Lot 6 D.P. 239326~~ 4

PART I

Full name and address of Proprietor of land: N.S.W. LAND & HOUSING CORPORATION, 23 - 31 Moore Street, LIVERPOOL, N.S.W. 2170

9. Identity of Restriction ninthly referred to in abovementioned plan. — RESTRICTION ON USE OF LAND

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Name of Authority Benefited
17	Council of the Shire of Warringah
18	" " " " "
19	" " " " "
20	" " " " "
26	" " " " "
28	" " " " "

10. Identity of Restriction tenthly referred to in abovementioned plan. — RESTRICTION ON USE OF LAND

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lots Benefited
Each lot except Lot 53	Every other lot except Lot 53

REGISTERED 22-2-91

2

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10 20 30 40 50 60 70 Table of mm 110 120 130 140

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.eg:R159357 /Doc:DP 0808175 B /Rev:03-Nov-1992 /NSW LRS /Pgs:ALL /Prt:05-Jun-2020 11:46 /Seq:2 of 4
. Office of the Registrar-General /Src:INFOTRACK /Ref:29535

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in Metres — Sheet 1 of 8 Sheets

Plan: DP808175 — Subdivision of Lot 302 D.P.786051, Lot 402 D.P.785970, Lot 502 D.P.786050 ~~and Easement to Drain Water over part of Lot 6 D.P. 239326~~

PART I

Full name and address of Proprietor of land: N.S.W. LAND & HOUSING CORPORATION, 23 - 31 Moore Street, LIVERPOOL, N.S.W. 2170

1. Identity of Easement firstly referred to in abovementioned plan. — EASEMENT TO DRAIN WATER 1.5 WIDE 'A'

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lots Benefited
3	2
4	Lot 301 D.P.786051
5	4 and Lot 301 D.P.786051
15	16
21	Lot 401 D.P.785970
24	Lot 401 D.P.785970
32	Part Lot 6 D.P.239326
33	32 & Part Lot 6 D.P.239326
34	32, 33 & Part Lot 6 D.P.239326
37	38, 39
38	39
42	41
43	41, 42
44	41, 42, 43

THE BODY OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE SHIRE OF WARRINGAH. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

2. Identity of Easement secondly referred to in abovementioned plan. — EASEMENT TO DRAIN WATER 1.8 WIDE

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lots or Name of Authority Benefited
15	Council of the Shire of Warringah
22	23, 24, 25, 26, 20, 19, 18, 17
23	24, 25, 26, 20, 19, 18, 17
24	25, 26, 20, 19, 18, 17
25	26, 20, 19, 18, 17
26	20, 19, 18, 17
27	Council of the Shire of Warringah
28	" " " " "
45	" " " " "
46	" " " " "
47	" " " " "
48	" " " " "

REGISTERED 22-2-91 ~~22-10-91~~

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in Metres — Sheet 2 of 8 Sheets

Plan: DP808175 — Subdivision of Lot 302 D.P.786051, Lot 402 D.P.785970, Lot 502 D.P.786050 ~~and Easement to Drain Water over part of Lot 6 D.P. 239326~~

PART I

Full name and address of Proprietor of land: N.S.W. LAND & HOUSING CORPORATION, 23 - 31 Moore Street, LIVERPOOL, N.S.W. 2170

THE BODY OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE EASEMENT SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE SHIRE OF WARRINGAH. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

3. Identity of Easement thirdly referred to in abovementioned plan. — EASEMENT TO DRAIN WATER 1.5 WIDE 'C'

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lots Benefited
15	14
34	35, 36
35	36

THE BODY OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE EASEMENT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE SHIRE OF WARRINGAH. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

4. Identity of Easement fourthly referred to in abovementioned plan. — EASEMENT TO DRAIN WATER VAR. WIDTH

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Name of Authority Benefited
8	Council of the Shire of Warringah

THE BODY OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE EASEMENT FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE SHIRE OF WARRINGAH. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

5. Identity of Restriction fifthly referred to in abovementioned plan. — RESTRICTION ON USE OF LAND

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lots Benefited
Each lot except Lot 53	Every other lot except Lot 53

REGISTERED 22-2-91 ~~23-10-91~~

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10 20 30 40 50 60 70 Table of mm 110 120 130 140

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in Metres

Plan:

DP 808175

Subdivision of Lot 302 D.P.786051, Lot 402 D.P.785970, Lot 502 D.P.786050 ~~and Easement to Drain Water over part of Lot 6 D.P. 239326~~

PART II

Full name and address of Proprietor of land:

N.S.W. LAND & HOUSING CORPORATION, 23 - 31 Moore Street, LIVERPOOL, N.S.W. 2170

5. Terms of Restriction on Use of Land fifthly referred to in abovementioned plan

a) Not more than one main building shall be erected on each lot burdened and such building shall not be used or permitted to be used other than as a private residential dwelling provided that duplex units or dual occupancies shall be allowed subject to the requirements of the responsible authority and further provided that nothing in this clause shall prevent the erection of one main building on any allotment arising out of the resubdivision of one or more of the lots burdened.

b) No garage or outbuilding shall be erected or permitted to remain on each lot burdened except until after or concurrently with the erection of any main building thereon.

c) Without the prior consent in writing of the New South Wales Land and Housing Corporation which the Corporation may in its complete discretion withhold or grant either unconditionally or subject to any conditions whatsoever no building or structure shall be erected on any lot burdened having external walls other than new materials and any such building shall not be of a prefabricated or a temporary structure or of a kit-type construction or which has been transported to or re-assembled on such a lot.

d) No fence shall be erected on each lot burdened, closer to the street than the house building line, as fixed by the responsible Shire, Municipal or City Council.

e) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.

f) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

REGISTERED 22-2-91

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in Metres

Plan:

DP 808175

Subdivision of Lot 302 D.P.786051, Lot 402 D.P.785970, Lot 502 D.P.786050 ~~and Easement to Drain Water over part of Lot 6 D.P. 239326~~ 4

PART II

Full name and address of Proprietor of land:

N.S.W. LAND & HOUSING CORPORATION, 23 - 31 Moore Street, LIVERPOOL, N.S.W. 2170

g) No sanitary convenience erected on each lot burdened shall be detached or separated from any building erected thereon except where otherwise required by the responsible authority in which event such sanitary convenience shall not be erected in a conspicuous place or position on the said lot and if the building or structure in which the said sanitary convenience is situate is visible from the street or streets to which the said lot fronts then the same shall be suitably screened.

h) No earth clay stone gravel soil or sand shall be excavated carried away or removed from each lot burdened except so far as may be reasonably necessary for the erection in accordance with the covenants herein contained of any building or swimming pool on the said lot or for any purpose incidental or ancillary thereto.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE TERMS OF THE RESTRICTION ON USE OF LAND FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES LAND AND HOUSING CORPORATION.

6. Terms of Restriction on Use of Land sixthly referred to in the abovementioned plan.

The level of the upper surface of the floor of any habitable dwelling on the land hereby burdened shall not be less than the level related to the Australian Height Datum set out in the table below.

Lot No.	A.H.D. Level	Lot No.	A.H.D. Level
5	85.2	38	82.8
6	86.6	39	83.4
7	87.2	40	83.3
8	87.2	43	82.7
9	86.7	44	82.4
10	85.9	45	82.1
11	85.0	46	81.8
34	81.4	47	81.6
35	81.7	48	81.5
36	82.0	49	81.3
37	82.4	50	80.8

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE TERMS OF THE RESTRICTION ON USE OF LAND SIXTHLY REFERRED TO IN ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES AND AND HOUSING CORPORATION OR THE COUNCIL OF THE SHIRE OF WARRINGAH. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

REGISTERED 22-2-91

3

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10 20 30 40 50 60 70 Table of mm 110 120 130 140

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eq:R159357 /Doc:DP 0808175 B /Rev:03-Nov-1992 /NSW LRS /Pgs:ALL /Prt:05-Jun-2020 11:46 /Seq:3 of 4
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in Metres

Plan:

DP 808175

Subdivision of Lot 302 D.P.786051, Lot 402 D.P.785970, Lot 502 D.P.786050 and ~~Easement to Drain Water over part of Lot 6 D.P. 239326~~

PART II

Full name and address of Proprietor of land:

N.S.W. LAND & HOUSING CORPORATION, 23 - 31 Moore Street, LIVERPOOL, N.S.W. 2170

7. Terms of Restriction on Use of Land seventhly referred to in the abovementioned plan.

(a) No vehicular access to or from The Esplanade shall be permitted to or from the land hereby burdened.

(b) No structure shall be erected on the land marked 'F' on the abovementioned plan of subdivision.

(c) No earthworks or change in existing ground level or change to the existing overland stormwater flow paths will be permitted on the land marked 'E' on the abovementioned plan of subdivision.

THE BODY OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE RESTRICTION ON USE OF LAND SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE SHIRE OF WARRINGAH. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

8. Terms of Restriction on Use of Land eighthly referred to in the abovementioned plan.

(a) No structure shall be erected on the land marked 'E' on the abovementioned plan of subdivision.

(b) No earthworks or change in existing ground level or change to the existing overland stormwater flow paths will be permitted on the land marked 'E' on the abovementioned plan of subdivision.

THE BODY OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE RESTRICTION ON USE OF LAND SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE SHIRE OF WARRINGAH. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

9. Terms of Restriction on Use of Land ninthly referred to in the abovementioned plan.

Any building application made to the Council of the Shire of Warringah in respect of the land hereby burdened shall be accompanied by a report from a consulting geotechnical engineer approved by Council detailing any likely adverse effect the building and development may have on the stability of the land, together with recommendations to any necessary stabilisation methods. Where stabilisation measures are in the form of retaining structures, special footings and the like, designs shall be certified by a practising structural engineer approved by Council.

THE BODY OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE RESTRICTION ON USE OF LAND SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE SHIRE OF WARRINGAH. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

REGISTERED 22-2-91 to 22-10-91

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in Metres

Plan:

DP808175

Subdivision of Lot 302 D.P.786051, Lot 402 D.P.785970, Lot 502 D.P.786050 and ~~Easement to Drain Water over part of Lot 6 D.P. 239326~~

PART II

Full name and address of Proprietor of land:

N.S.W. LAND & HOUSING CORPORATION, 23 - 31 Moore Street, LIVERPOOL, N.S.W. 2170

10. Terms of Restriction on Use of Land tenthly referred to in the abovementioned plan.

No building works are to be commenced on the lot hereby burdened unless a statement and/or land management plan has been submitted and approved by Council.

The statement and plan shall include all details of any proposed clearing, earthworks, demolition, replanting, sediment control measures and siteworks of any nature.

The submission is to be made a minimum of seven (7) days, but not exceeding thirty (30) days prior to the commencement of any work or disturbance to the land and must be to the satisfaction of the Shire Engineer.

THE BODY OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE RESTRICTION ON USE OF LAND SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE SHIRE OF WARRINGAH. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

SIGNED BY ME PAUL FARNILL)
AS DELEGATE OF THE NEW SOUTH WALES)
LAND AND HOUSING CORPORATION WHO)
HEREBY DECLARES THAT HE HAS NO)
NOTICE OF THE REVOCATION OF THE)
DELEGATION)
IN THE PRESENCE OF)

NEW SOUTH WALES LAND AND HOUSING CORPORATION
By its Delegate

REGISTERED 22-2-91 to 22-10-91

4

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10 20 30 40 50 60 70 Table of mm 110 120 130 140

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Form number:
97-01T
Licence number:
10V/0096/95

① TRANSFER

Real Property Act 1900

2097752 B

Office of State Revenue use only

N.S.W. STAMP DUTY
190496 6032 14 20110155 4/02 $10.00

(A) **LAND TRANSFERRED**
Show no more than 20 References to Title.
If appropriate, specify the share transferred.

Lot 492 D.P. 857417

(B) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone
1W	H. LAM 45A Carnarvon Drive Frenchs Forest 2086 REFERENCE (max. 15 characters):

(C) **TRANSFEROR** HUMPHREY LAM
CRAIG ANTHONY PEEL

(D) acknowledges receipt of the consideration of NIL
and as regards the land specified above transfers to the Transferee an estate in fee simple

(E) subject to the following **ENCUMBRANCES** 1. ..... 2. ..... 3. .....

(F) **TRANSFEREE**

T TS (s713 LGA) TW (Sheriff)	HUMPHREY LAM ~~TENANCY:~~

(G)

(H) We certify this dealing correct for the purposes of the Real Property Act 1900. **DATE** 19.4.1996
Signed in my presence by the Transferor who is personally known to me.

[signature]
Signature of Witness

SIU PING TSANG
Name of Witness (BLOCK LETTERS)

45A Carnarvon Dr. Frenchs Forest
Address of Witness

H. LAM [signature]
Signature of Transferor

Signed in my presence by the Transferee who is personally known to me.

[signature]
Signature of Witness

Siu Ping TSANG
Name of Witness (BLOCK LETTERS)

45A Carnarvon Dr. Frenchs Forest
Address of Witness

H. LAM
Signature of Transferee

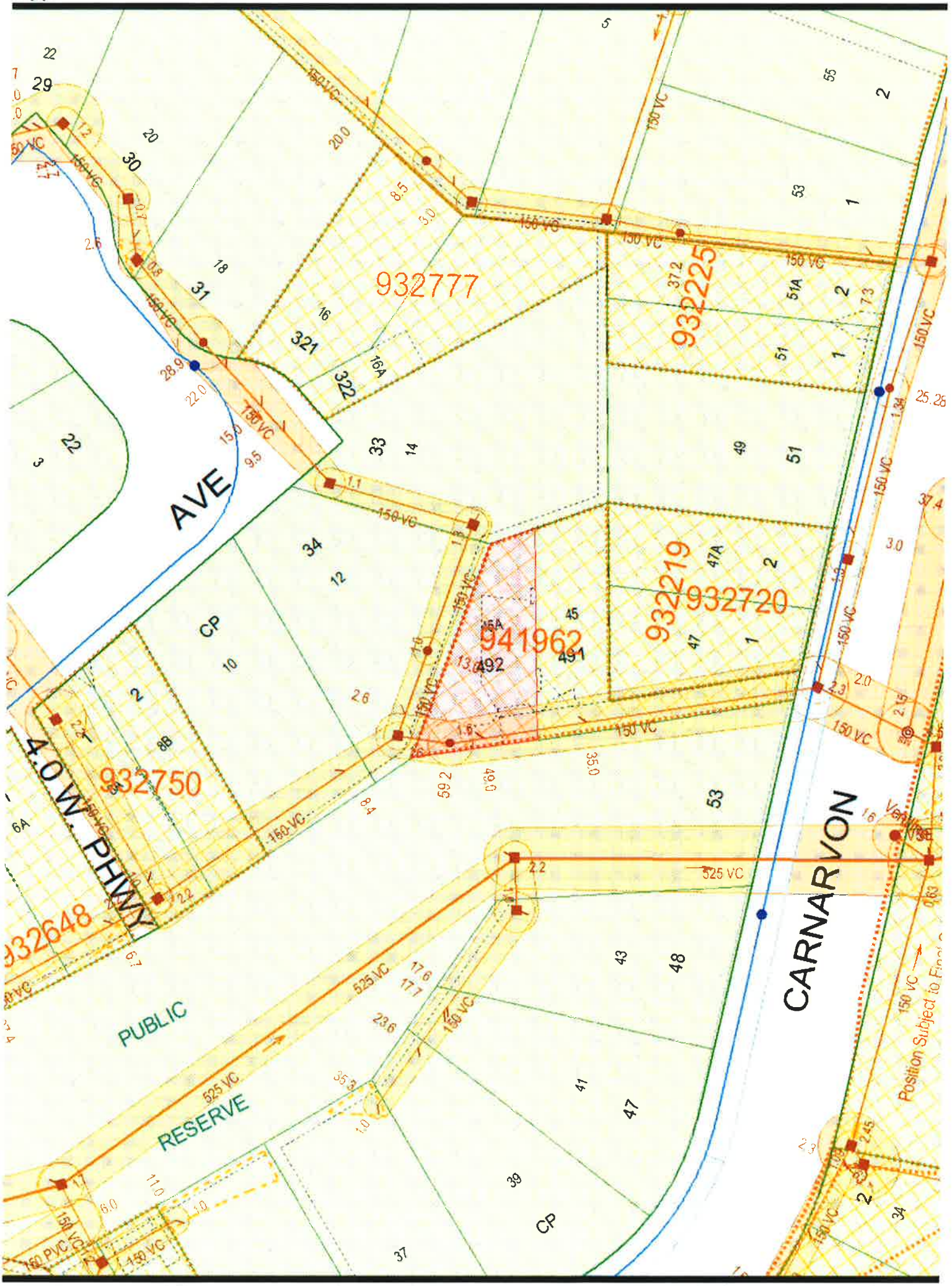
NB: if applicable, indicate that the signatory is the transferee's solicitor and show the solicitor's full name.

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE AVAILABLE FROM THE LAND TITLES OFFICE

CHECKED BY (office use only) [initials]

0196LTO

Application No. 10452592 Created on Jun 5, 2020 12:27:20 PM



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

Application No. 10452593

Copy of Diagram No. 7681/09

M.W.S. & D.B.

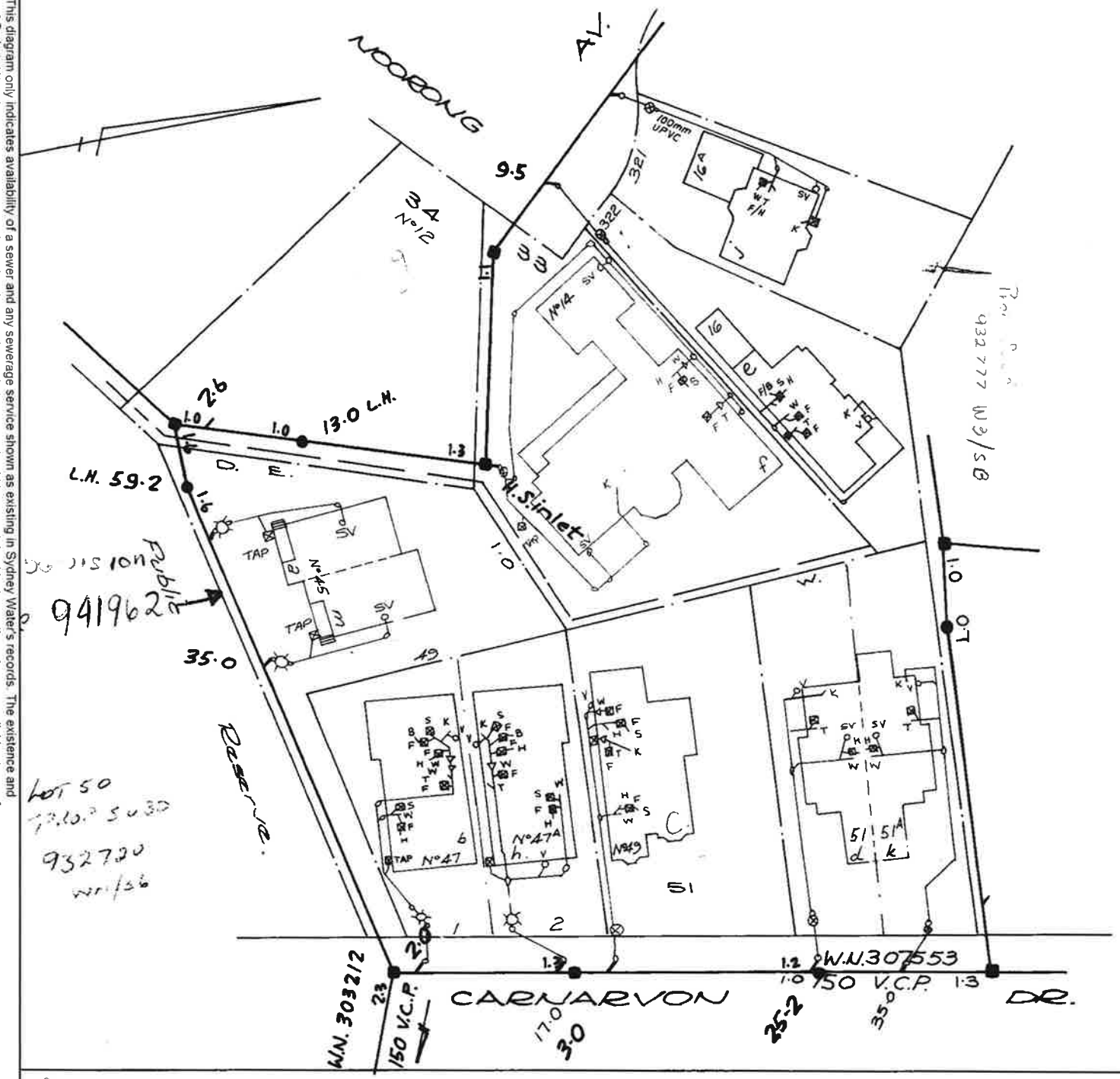
SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF WARRINGAH

SUBURB OF Frenchs Forest

Scale: Approx. 1:500

Distances/depths in metres pipe diameters in millimetres


MOORONG AV.
100mm UPVC
9.5
321
322
W.S.
W.S.
W.S.

NSW GOVERNMENT | Revenue

Enquiry ID	3270568
Agent ID	81429403
Issue Date	05 Jun 2020
Correspondence ID	1708092265
Your reference	29535

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D857417/492	45A CARNARVON DRVE FRENCHS FOREST 2086	$652 000

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2020 tax year.

Yours sincerely,



Cullen Smythe

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.

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.


landtax@revenue.nsw.gov.au

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

Residential Tenancies Regulation 2010 Schedule 1 Standard Form Agreement (Clause 4(1))

Standard form from 30 October 2016

Residential tenancy agreement

NSW GOVERNMENT | Fair Trading

Landlord Name (1):

Amal Samira Vragalis

Landlord Name (2):

Address for service of notices (can be an agent's address):

3/14 Frenchs Forest Road
Frenchs Forest NSW
Postcode: 2086

Telephone number (of landlord or agent): 02 9452 3444

Tenant's Name (1):

Adrian Scott

Tenant's Name (2):

Tenant's Name (3):

Add all other tenants here:

Address for service of notices (if different to address of premises):

Postcode:

Telephone number/s: Adrian - 0420 404 309 Narumon - 0420 404 487

Landlord's agent:

Skyline Real Estate Pty Ltd

Address for service of notices:

3/14 Frenchs Forest Road
Frenchs Forest NSW
Postcode: 2086

Telephone number/s: 02 9452 3444

Premises:

(a) location

45a Carnarvon Drive, Frenchs Forest NSW 2086

(b) inclusions

Insert inclusions, for example a common parking space or furniture provided. Attach a separate list if necessary.

Term:

The term of this agreement is 12 ~~weeks~~/months/~~years~~, *For a fixed term agreement insert the term. Otherwise leave blank or write 'periodic'*

starting on 24/08/2019 and ending on 23/08/2020

Rent: $ 835.00 a week ☑ fortnight ☐ payable in advance starting on 24/08/2019

The method by which the rent must be paid:

~~(a) to _____ at _____~~

by cash or cheque, or

(b) into the following account, or any other account nominated by the landlord:

BSB number: 182 222 account number: 30 444 1363

account name: Skyline Real Estate Rent Trust

payment reference: 100102 , or

~~(c) as follows: _____~~

Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

RENTAL BOND [*Cross out if there is not going to be a bond*]:

A rental bond of $ 3,340.00 must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

IMPORTANT INFORMATION

Maximum number of occupants

No more than 3 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs: Multisparx Electrical Telephone: 9939 0958

Plumbing repairs: DY Plumbers Telephone: 0408 265 798

Other repairs: _____ Telephone: _____

Water usage

Will the tenant be required to pay separately for water usage? ☑ Yes ☐ No

If yes, see clauses 11 and 12.

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises? ☐ Yes ☑ No

If yes, see clause 35.

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is signed.

Tenancy laws

The *Residential Tenancies Act 2010* and the Residential Tenancies Regulation 2010 apply to this agreement. Both the landlord and the tenant must comply with these laws.

The Agreement

Right to occupy the premises

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under '*Premises*'.
2. The landlord agrees to give the tenant:
   - 2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
   - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

Rent

3. **The tenant agrees**:
   - 3.1 to pay rent on time, and
   - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
   - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees**:
   - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
   - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
   - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
   - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
   - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
   - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
   - 4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.

Rent increases

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note: Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. **The landlord and the tenant agree**:
   - 6.1 that the increased rent is payable from the day specified in the notice, and
   - 6.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
   - 6.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the NSW Civil and Administrative Tribunal.

Rent reductions

7. **The landlord and the tenant agree** that the rent abates if the residential premises:
   - 7.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
   - 7.2 cease to be lawfully usable as a residence, or
   - 7.3 are compulsorily appropriated or acquired by an authority.

8. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

Payment of council rates, land tax, water and other charges

9. **The landlord agrees** to pay:
   - 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
   - 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
   - 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
   - 9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
   - 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
   - 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
   - 9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
   - 9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.
10. **The tenant agrees** to pay:
   - 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
   - 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
   - 10.3 all charges for pumping out a septic system used for the residential premises, and
   - 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
   - 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
     - 10.5.1 are separately metered, or
     - 10.5.2 are not connected to a water supply service and water is delivered by vehicle.
11. **The landlord agrees** that the tenant is not required to pay water usage charges unless:
   - 11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
   - 11.2 the landlord gives the tenant at least 21 days to pay the charges, and
   - 11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
   - 11.4 the residential premises have the following water efficiency measures:
     - 11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
     - 11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,
     - 11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.
12. **The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

Possession of the premises

13. **The landlord agrees**:
   - 13.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
   - 13.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

Tenant's right to quiet enjoyment

14. **The landlord agrees**:
   - 14.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having

superior title to that of the landlord (such as a head landlord), and

14.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

14.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

Use of the premises by tenant

15. **The tenant agrees**:

15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and

15.2 not to cause or permit a nuisance, and

15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

16. **The tenant agrees**:

16.1 to keep the residential premises reasonably clean, and

16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

17. **The tenant agrees**, when this agreement ends and before giving vacant possession of the premises to the landlord:

17.1 to remove all the tenant's goods from the residential premises, and

17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and

17.4 to remove or arrange for the removal of all rubbish from the residential premises, and

17.5 to make sure that all light fittings on the premises have working globes, and

17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Landlord's general obligations for residential premises

18. **The landlord agrees**:

18.1 to make sure that the residential premises are reasonably clean and fit to live in, and

18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

18.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

18.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

Urgent repairs

19. **The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding $1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and

19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and

19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note: The type of repairs that are urgent repairs are defined as follows:

(a) a burst water service,

(b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,

(c) a blocked or broken lavatory system,

(d a serious roof leak,

(e) a gas leak,

(f) a dangerous electrical fault,

(g flooding or serious flood damage,

(h serious storm or fire damage,

(i) a failure or breakdown of the gas, electricity or water supply to the premises,

(j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,

(k) any fault or damage that causes the premises to be unsafe or insecure.

Sale of the premises

20. **The** landlord **agrees**:

20.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

20.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

21. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

22. **The landlord and tenant agree**:

22.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

22.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

Landlord's access to the premises

23. **The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

23.2 if the NSW Civil and Administrative Tribunal so orders,

23.3 if there is good reason for the landlord to believe the premises are abandoned,

23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

23.10 if the tenant agrees.

24. **The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:
    24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
    24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
    24.3 must, if practicable, notify the tenant of the proposed day and time of entry.
25. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
26. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

Alterations and additions to the premises

27. **The tenant agrees**:
    27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
    27.2 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
    27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
    27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
28. **The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

Locks and security devices

29. **The landlord agrees**:
    29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
    29.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
    29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
    29.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the NSW Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
    29.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.
30. **The tenant agrees**:
    30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the NSW Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
    30.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
31. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the NSW Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

Transfer of tenancy or sub-letting by tenant

32. **The landlord and tenant agree** that:
    32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
    32.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or

sub-letting the whole of the residential premises, and

32.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

32.4 without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note: Clauses 32.3 and 32.4 do not apply to social tenancy housing agreements.

33. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

Change in details of landlord or landlord's agent

34. **The landlord agrees**:

34.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and

34.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

34.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

Copy of certain by-laws to be provided

[Cross out if not applicable]

35. **The landlord agrees** to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 1996, the Strata Schemes (Leasehold Development) Act 1986, the Community Land Development Act 1989 or the Community Land Management Act 1989.

Mitigation of loss

36. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

Rental bond

[Cross out this clause if no rental bond is payable]

37. **The landlord agrees** that where the landlord or the landlord's agent applies to the Rental Bond Board or the NSW Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

Smoke alarms

38. **The landlord agrees** to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.

39. **The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Swimming pools

~~*[Cross out this clause if there is no swimming pool]*~~

40. ~~**The landlord agrees** to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.~~

~~*[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 1996) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]*~~

40A. **The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:

40A.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and

40A.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Loose-fill asbestos insulation

40B. **The landlord agrees**:

40B.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

40B.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

Additional terms

[Additional terms may be included in this agreement if:

(a) both the landlord and tenant agree to the terms, and

(b) they do not conflict with the *Residential Tenancies Act 2010*, the Residential Tenancies Regulation 2010 or any other Act, and

(c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

Additional term—break fee

[Cross out this clause if not applicable]

41. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount:

41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or

41.2 if the fixed term is for more than 3 years, [specify amount]:

This clause does not apply if the tenant terminates the residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

Note: Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

42. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term is limited to the amount specified in clause 41 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Additional term—pets

[Cross out this clause if not applicable]

43. The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.

44. ~~The landlord agrees that the tenant may keep the following animals on the residential premises:~~

45. The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.

Insert any other agreed additional terms here. Attach a separate page if necessary.

Annexure 1 (Special Conditions) As per original lease agreement
No smoking inside the premises
Skyline Real Estate obligated to perform open inspections 3 weeks prior to vacate date.

Notes

1. Definitions

In this agreement:

landlord means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant.

landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

(a) the letting of residential premises, or

(b) the collection of rents payable for any tenancy of residential premises.

LFAI Register means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

rental bond means money paid by the tenant as security to carry out this agreement.

residential premises means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

tenancy means the right to occupy residential premises under this agreement.

tenant means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

3. Ending a fixed term agreement

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the NSW Civil and Administrative Tribunal if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

Signed by the landlord/agent

Name of landlord/agent

Skyline Real Estate P/L

Signature of landlord/agent

on the 27 day of July 20 19.

in the presence of (witness)

Name of witness

Sanja M. Durdenc

Signature of witness

Signed by the tenant (1)

Name of tenant

Adrian Scott

Signature of tenant

on the 27 day of JUNE 2019.

in the presence of (witness)

Name of witness

NARCMON SCOTT.

Signature of witness

Signed by the tenant (2)

Name of tenant

Signature of tenant

on the day of 20__

in the presence of (witness)

Name of witness

Signature of witness

Signed by the tenant (3) and any other tenants

Name of tenant/s

Signature of tenant/s

on the day of 20__

in the presence of (witness)

Name of witness

Signature of witness

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the *New tenant checklist* published by NSW Fair Trading.

Signature of tenant/s

For information about your rights and obligations as a landlord or tenant, contact:

(a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or

(b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or

(c) your local Tenants Advice and Advocacy Service at www.tenants.org.au