

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Pulse Property Level 3, 12 Central Rd Miranda NSW 2288	Contact: Ben Pike m: 0402 707 479 ph: 02 9525 4666 fax: 02 9525 4699
co-agent vendor	Cathy Marie Doyle of 2 Huskisson Street GYMEA BAY NSW 2227	
vendor's solicitor	Kennedys Law Firm Level 3, 5 Belmore Street, Burwood NSW 2134 PO Box 2094, Burwood North NSW 2134	Contact: David Kennedy ph: 02 9199 0666 e: david@kennedyslawfirm.com
date for completion	42nd	day after the contract date (clause 15)
land (address, plan details and title reference)	2 Huskisson Street GYMEA BAY NSW 2227 Lot 66 in Deposited Plan 231537 (F/I 66/231537)	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: carpets (bedrooms only), split system air conditioning
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$
balance	\$
contract date	(if not stated, the date this contract was made)
buyer's agent	

vendor

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

witness

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

witness

Choices

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

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

Electronic transaction (clause 30)

☐ no ☒ YES

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

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full

☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

☒ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☒ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make a **GSTRW payment**
(GST residential withholding payment)

☐ NO

☐ yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of **GSTRW payment**: \$

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

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 59

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

CONDITIONS OF SALE BY AUCTION

These conditions replace 'Auction – Conditions of Sale' on Page 3 of the printed Contract.

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 *Property, Stock and Business Agents Act 2002*:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - c) The highest bidder is the purchaser, subject to any reserve price.
 - d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - g) A bid cannot be made or accepted after the fall of the hammer.
 - h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by sub-clause (1), are prescribed as applicable to and in respect of the sale by auction of residential property on rural land:
 - a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

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.

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.

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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.

SPECIAL CONDITIONS

32. The printed Clauses 1 to 31 inclusive in this Contract for Sale are amended as follows:

- (a) Printed Conditions means the 2019 edition of the standard contract for the sale and purchase of land in NSW.
- (b) Printed Condition 3 is deleted.
- (c) Printed condition 5.1 is deleted.
- (d) Printed Condition 7 is amended as follows:
 - i. Printed conditions 7.1.1 and 7.1.3 are deleted;
 - ii. The following new Printed Condition 7.1.3 is substituted:

“7.1.3 The Purchaser does not serve notice waiving the claims by the date for completion or the date occurring 10 business days after service of the claim (whichever is the earlier); and”
 - iii. By replacing the words “before completion” in the first paragraph with the words “within 28 days after the date of this contract”;
 - iv. Printed Conditions 7.2.1, 7.2.2 and 7.2.5 are deleted and “one (1) month” and “three (3) months” are replaced with “one (1) week” and “two (2) weeks” in Printed Conditions 7.2.3 and 7.2.6 respectively;
 - v. Clause 7.2.6: by adding at the end of the sentence the words “and the amount held and all net interest must be paid to the Vendor”.
- (e) Printed Conditions 8.1.1 and 8.1.2 are deleted and the following new Printed Conditions are substituted:

“8.1.1 The Vendor is unable or unwilling to comply with the requisitions;

8.1.2 The Vendor serves a notice of intention to rescind that specifies the requisitions; and”
- (f) Printed Condition 8.2 is deleted.
- (g) Printed Condition 10 is amended as follows:
 - i. Clause 10.1 by deleting the first line and replacing with “the Purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of”;
 - ii. Clause 10.1.8: by replacing the word “substance” with the word “existence”;

- iii. Clause 10.1.9: by replacing the word "substance" with the word "existence".
 - (h) Printed Condition 10.2, add the words "Improvements or finishes" after the words "inclusions".
 - (i) Printed Condition 14.5, delete "other amount" and "the land" and substitute "amount" and "the Property" respectively.
 - (j) Printed Condition 14.8 is deleted.
 - (k) Printed condition 16.5, the words "plus another 20% of that fee" are deleted.
 - (l) Printed Condition 16.8 is deleted.
 - (m) Printed Condition 19.1.2 is deleted and the following new printed conditions 19.1.2 and 19.1.3 are substituted:

"19.1.2 Only if the party provides notice of intention to rescind, being a notice that specifies the event that the party alleges then entitles it to rescind; and

19.1.3 If, within 14 days after service of the notice under Printed Condition 19.1.2, there is no agreement between the parties as to what action "other than rescission" should be taken into the event specified in the notice"
 - (n) Printed Condition 19.2.3 is deleted.
 - (o) Printed Condition 20.6, the following new Printed Condition is inserted:

"20.6.8 served on the next business day, where a document is served on a day that is not a business day"
 - (p) Printed Condition 23.9 is deleted.
 - (q) In Printed Condition 23.13 and 23.14, delete "seven days" and substitute "three (3) business days".
 - (r) Printed Conditions 24-29 are deleted.
33. These Special Conditions will prevail over the clauses in the Printed Conditions.
34. The provisions contained in this Contract, expressly or by statutory implication, comprise the whole agreement between the parties. The parties agree that no provisions are implied in their Contract or arise between them by way of any other agreement and the existence of any other agreement is expressly negated.
35. The Purchaser acknowledges that in entering into this Contract he is relying on his own inspections, knowledge and enquiries and is not relying upon warranties or representations made by or on behalf of the Vendor other than those expressly made in writing in this Contract. The Purchaser shall not make any objection or claim for compensation for any deficiency in the area of the Property, any boundary discrepancy, any drainage connected to the sewer, any zoning of the property, any financial return to be derived from the property, any improvements or alterations to the property (including any approvals

that may be required by Council), any encroachment on the Property or any non-compliance with the Local Government Act.

36. The Purchaser has inspected the Property and satisfied himself as to the nature, quality and condition of the Property and any inclusions to this Contract and accepts them in their state of repair and condition at the date of this Contract subject to all defects (if any) whether latent or patent or both at that date. The Purchaser accepts all of the fixtures, fittings, inclusions and services connected to the Property; in their current condition. The Purchaser shall not be entitled to delay completion, make any claim for compensation, or rescind or terminate the contract in respect of or arising from any of the matters described in this special condition 36. The purchaser accepts the furnishings and chattels in their present condition and state of repair. The vendor or is not liable for any loss (other than loss due to the negligent act or default of the vendor), mechanical breakdown or fair wear and tear in respect of such items occurring after the date of this contract.
37. No objection, requisition or claim for compensation shall be made by the Purchaser if on settlement it may be found that any boundary of the Property not be fenced or that any boundary fence or wall shall not be on or within such boundary.
38. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity or if this condition had not been included herein, it is agreed that:-
 - (a) if the Purchaser (or if there be more than one, any one of the Purchasers) should die or become mentally ill or be declared a bankrupt then the Vendor may by notice in writing to the Purchaser's solicitors rescind this Contract whereupon the provisions of Clause 19 hereof shall apply;
 - (b) if the Purchaser being a company shall resolve to go into liquidation or have a petition for its winding up presented or enter into any scheme or arrangement with its creditors under the Corporations Law or if a Receiver or Official Manager of it shall be appointed then the Purchaser shall be in default of an essential term hereof and the Vendor may by notice in writing to the Purchaser's solicitors terminate this Contract whereupon the provisions of Clause 9 hereof shall apply.
39. The Purchaser shall make no objection, requisition or claim for compensation whether under Clause 7 or otherwise by reason of any matter or thing referred to in the copy Sewerage Service Diagram from Sydney Water attached hereto.
40. If completion does not take place on or before the completion date for any reason not solely attributable to the vendor the purchaser must pay to the vendor interest at a rate of 10% per annum calculated on a daily basis on the price (less half the deposit actually paid) for the period from but excluding the completion date to and including the actual date of completion. It is an essential provision of this contract that any interest be paid on completion. The purchaser agrees any interest payable pursuant to this additional condition represents a genuine pre-estimate of the liquidated damages likely to be suffered by the vendor as a result of completion not taking place on or before the completion date. The vendor's right to the payment of interest is in addition to and does not restrict any other rights of the vendor under this contract.

A party entitled to serve a notice to complete may serve a notice requiring completion of this contract on a day being not earlier than 14 days after the date of service of the notice. The parties agree the period of 14 days after the date of service of the notice is sufficient to make time the essence of this contract.

41. The Vendor shall be entitled to serve a notice under Special Condition 40 even though at the date of such notice the Property may be subject to a charge for unassessed land tax.
42. The Purchaser warrants that the provisions of the Foreign Acquisition and Takeovers Act, 1975 (Cwth) do not apply to the Purchaser or to this purchase or that the Purchaser does not require the approval of the Treasurer of the Commonwealth of Australia ("FIRB") to purchase the Property. The Purchaser hereby indemnifies the Vendor against any fines, penalties, legal costs, claims, loss or damage suffered as a result of a breach of this warranty. This Special Condition shall not merge on completion of this Contract.
43. The Purchaser warrants that he was not introduced to the Property or to the Vendor by any real estate agent nor was a real estate agent the cause of the Purchaser entering into this Contract, other than the real estate agent or agents (if any) named on the front page of this Contract. The Purchaser hereby indemnifies the Vendor against all claims for commission made by any agent in respect of the sale of the Property to the Purchaser other than the agent or agents (if any) named on the front page of this Contract. This condition will not merge on completion but will continue in force for as long as necessary to give it full effect.
44. If the deposit holder is not informed before receipt of the deposit of the tax file numbers for the Vendor and the Purchaser, tax may be deducted from any interest earned on the deposit at the top marginal rate.
45. No objection, requisition or claim for compensation shall be made by the Purchaser on account of any of the following:
 - (a) any Survey Report that may be included in the contract; or
 - (b) any encroachment by a dividing fence (as defined by the Dividing Fences Act, 1951) upon the Property or any adjoining Property.
46. The Vendor does not at the time this Contract hold a Building certificate for the Property issued pursuant to the Local Government Act. The Vendor shall not be required to apply for, carry out work required by the relevant Council, or do anything else necessary for the issue of a Building certificate. This Contract shall not be conditional upon the issue of a Building certificate.
47. The Purchaser acknowledges that in the event of there being a swimming pool, either above-ground or in-ground, situated on the Property then the Vendor will not be obliged to comply with any notice which has been issued before or which issues after the date of this Contract, requiring such pool to be fenced in accordance with the Swimming Pools Act 1992 or relevant Local Government Ordinances and no objection, requisition or claim for compensation shall be made by the Purchaser in this regard.
48. The purchaser acknowledges that the vendor may prior to Completion, wish to purchase another property and the purchaser agrees that on exchange of agreements, notwithstanding the provisions of clause 3, that the deposit paid will, upon written notice from the Vendor to the purchaser, be released to the vendor or to whom the vendor's solicitor

may direct for the purpose of enabling the vendor to pay a deposit and / or stamp duty and/or the balance of the purchase price on any property the vendor may wish to purchase.

49. The deposit is 10% of the Purchase Price ("the Deposit"). Despite other provisions of this contract, if the Vendor agrees to accept on exchange of contracts a partial payment of the Deposit in the amount of 5% of the Purchase Price, ("the First Instalment") then the balance of the Deposit ("the Second Instalment") shall be payable by the Purchaser 42 days after the date of this Contract. Time is of the essence in relation to the payment of the Second Instalment. The provisions of this condition are in addition and not in substitution for the rights of the vendor under clause 9.3.2 of the Contract.
50. The vendor discloses that SEPP 28 has been repealed and that some provisions of SEPP 25 and SEPP 12 that allowed sub division of dual occupancies have been repealed, and the attached Section 149 Certificate may be inaccurate in respect of those matters.
51. The purchaser expressly warrants to the vendor that the purchaser either holds a current loan approval in an amount and upon terms which the purchaser considers to be sufficient to enable completion of this contract or that the purchaser does not require finance to complete this contract. The purchaser acknowledges that the vendor relies upon this warranty in entering into this contract and the vendor may enter into further contractual obligations in reliance upon this warranty.
52. The Land is sold as residential premises to be used predominantly for residential accommodation (not being commercial residential premises). The Purchaser warrants that the Purchaser will use and continue to use the Land as residential premises predominantly for residential accommodation (and not as commercial residential premises). If the Purchaser ceases to use the Land as residential premises predominantly for residential accommodation and GST becomes payable in respect of the sale to the Purchaser, the Purchaser must pay to the Vendor on demand an amount equal to one tenth of the Purchased Price, as damages.
53. If completion is required under the contract to occur on a date prior to 30 December in any particular calendar year but does not take place on or before 30 December of that year (and in this respect time is of the essence) as a result of a delay by the purchaser, then the purchaser must on completion by bank cheque, pay in full the vendor's liability for land tax for the following calendar year. The obligation to pay land tax in accordance with this additional condition is an essential term of this contract.
54. Notwithstanding the provisions of clause 5 hereof, the vendor shall not be required or obliged to answer any requisition on title other than those contained in the requisitions on title form annexed to this contract (and requested in writing by the purchaser from the vendor within 14 days of the date of this Contract), and the purchaser agrees not to forward any other form of requisitions on title nor make any further requisitions (unless such further requisitions arise from answers by the vendor to the requisitions referred to herein).
55. If completion of this matter does not take place at the first scheduled time and date due to the default of the purchaser, or the purchaser's mortgagee, then the purchaser shall pay all fees including agency fees and recertification fees incurred by the vendor or its mortgagee (in the minimum sum of \$275), in relation to any rearrangement of settlement. If the Vendor serves a Notice to Complete on the Purchaser as a result of the Purchaser's failure to complete the contract when due, the Purchaser shall allow on completion the

additional legal costs of the vendor incurred in the issue of the Notice, in the agreed sum of \$450 plus GST. The parties agree that a Notice to Complete shall be validly served if served by express post, facsimile or email to the defaulting party's solicitor. The parties further agree that a Notice to Complete shall be deemed to validly served by express post the following business day after the date of the posting of any Notice to Complete by express post.

56. Smoke Alarms: For the purpose of the Conveyancing (Sale of Land) Amendment (Smoke Alarms) Regulation 2006, the Vendor discloses, as far as it is aware, that the building situated on the land complies with Division 7A of Part 9 of the Environmental Planning Assessment Regulation 2000.
57. In the event that GST applies to this contract and the sale is not conducted using Property Exchange Australia ('PEXA'), the Purchaser must on completion provide to the Vendor a bank cheque payable to the Deputy Commissioner of Taxation in the GST amount specified in this contract. The Vendor is responsible for sending the cheque to the Deputy Commissioner of Taxation in payment of the GST liability.
58. Guarantee:
 - (a) This clause will apply if the Purchaser is a corporation or the Trustee of a trust.
 - (b) In this clause "guarantors" means each of the directors or trustees (as the case may be) of the Purchaser as at the date of this Contract.
 - (c) As an essential term of the Contract, the Purchaser will procure that the guarantors give in favour of the Vendor this guarantee and indemnity immediately on the date of the Contract.
 - (d) In consideration of the Vendor agreeing to enter into this Contract at the request of the guarantors, the guarantors hereby irrevocably and unconditionally guarantee to the Vendor the due and punctual performance by the Purchaser of all of the obligations and liabilities of the Purchaser to the Vendor (whether liquidated or not, whether contingent or presently approved due and whether relating to the payment of any or the performance or omission of any act or thing) ("The Obligations") that are now in existence pursuant to this Contract.
 - (e) The guarantors as a separate, additional and primary liability hereby irrevocably and unconditionally agree to indemnify the Vendor and at all times hereafter to keep the Vendor indemnified against any loss or damage suffered by the Vendor arising out of:
 - (i) Any failure by the Purchaser to duly and punctually perform the Obligations; or
 - (ii) Any obligations or liabilities that would otherwise form part of the liabilities and obligations under this Contract being void, voidable or unenforceable against or irrevocable from the Purchaser by the Vendor in full for any reason whatsoever.
 - (f) The liability of the guarantors hereunder shall be absolute and shall not subject to the execution of any other instrument or document by any person and shall not be

subject to the performance of any condition precedent or subsequent whatsoever between or among any persons whatsoever.

- (g) The liability of the guarantors hereunder shall not be affected by any act omission matter or thing whatsoever that would otherwise operate in law or in equity to reduce or release the guarantors from such liability.
- (h) This guarantee and indemnity shall be a continuing security notwithstanding any termination by the guarantors, settlement of account, intervening payment, expressed or implied revocation or any other matter or thing whatsoever and shall continue to secure to the Vendor the due and punctual payment of all of the Obligations.
- (i) The guarantor shall on demand reimburse the Vendor for, and keep the Vendor indemnified against, all expenses (including legal costs and disbursements on a solicitor/own client basis) incurred by the Vendor in connection with the enforcement, attempted enforcement or preservation of any rights under this guarantee and indemnity.

This guarantee is:

signed by the first guarantor in the presence of:

.....
First Guarantor signature

.....
Witness

Print First Guarantor's name

Print Witness name

.....

.....

Signed by the second guarantor in the presence of:

.....
Second Guarantor signature

.....
Witness

Print Second Guarantor's name

Print Witness's name

.....

.....

66W CERTIFICATE

I, _____ (Full name)

of _____ (Address)

whose name appears in Item 1 of the Schedule hereto of the address which appears in Item 2 in the Schedule hereto certifies as follows:

1. I am a solicitor currently admitted to practise in New South Wales.
2. I am giving this certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of the property described in Item 3 of the Schedule hereto from the Vendor whose name appears in Item 4 of the Schedule hereto to the Purchaser whose name appears in Item 5 of the Schedule hereto in order that there is no cooling off period in relation to that contract.
3. I do not act for the said Vendor and am not employed in the legal practice of a solicitor acting for the said Vendor nor am I a member or employee of a firm of which a solicitor acting for the said Vendor is a member or employee.
4. I have explained to the said Purchaser:
 - (a) the effect of the contract for the purchase of that property;
 - (b) the nature of this certificate;
 - (c) the effect of giving this certificate to the said Vendor, i.e. that there is no cooling off period in relation to the contract.

.....
Signature

THE SCHEDULE

ITEM 1:

ITEM 2:

ITEM 3: 2 Huskisson Street, GyMEA Bay NSW 2227 (FI 66/231537)

ITEM 4: Cathy Marie Doyle

ITEM 5:

DATED: this _____ day of _____ 2020.



LAND
REGISTRY
SERVICES



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 66/231537

SEARCH DATE	TIME	EDITION NO	DATE
21/8/2020	4:13 PM	7	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LOT 66 IN DEPOSITED PLAN 231537
AT GYMEA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP231537

FIRST SCHEDULE

CATHY MARIE DOYLE (T AE476036)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP231537 EASEMENT TO DRAIN WATER AFFECTING THE SITE
DESIGNATED (A) IN THE TITLE DIAGRAM
- 3 K640848 COVENANT
- 4 AE476037 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA
- 5 AE655446 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

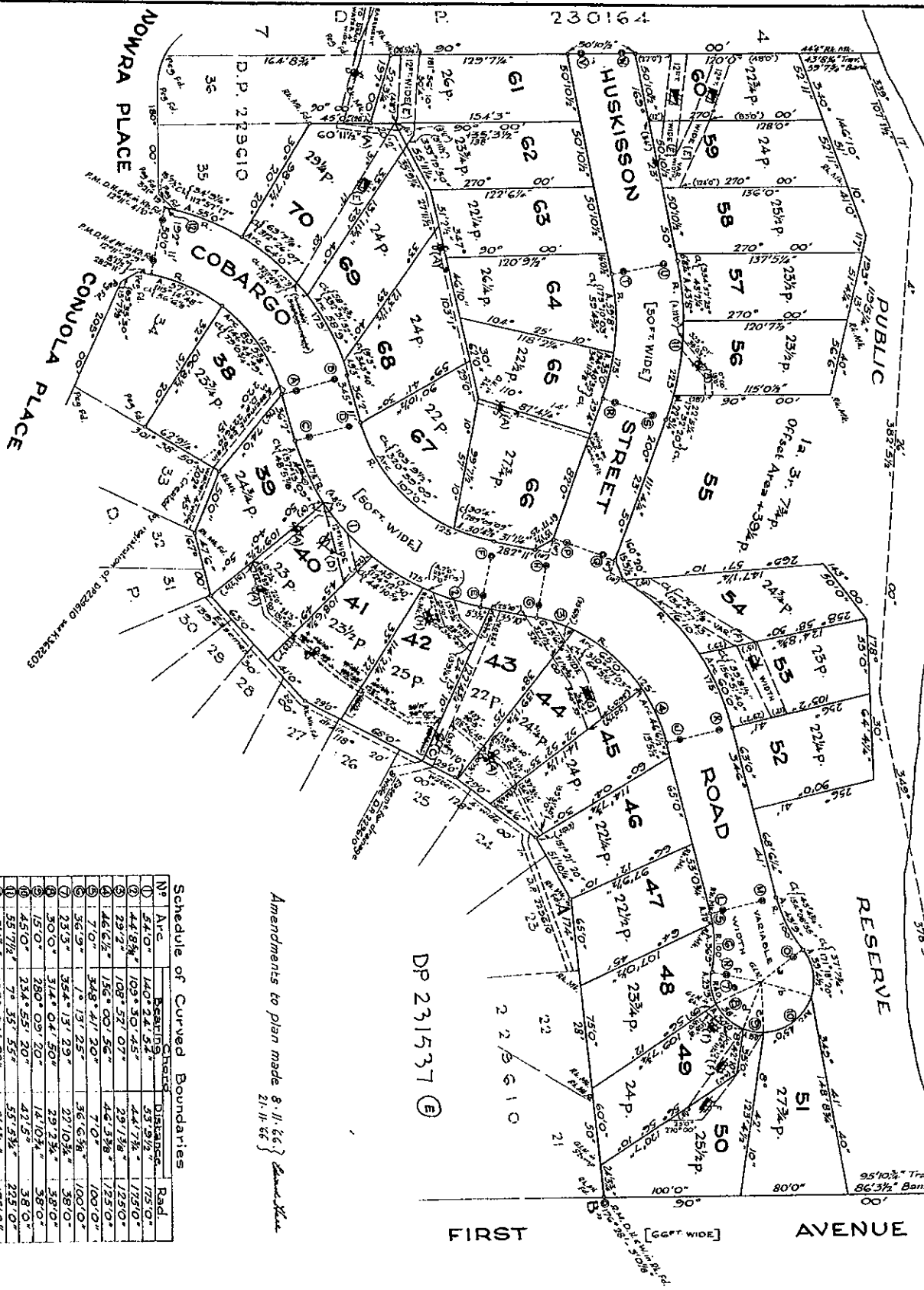
*** END OF SEARCH ***

lwkennedys

PRINTED ON 21/8/2020

LINE	BEARING	DISTANCE	N°	BEARING	DISTANCE	N°	BEARING	DISTANCE
A	23° 56' 50"	10.0'	G	12° 11' 00"	9.8'	Q	100° 23' 50"	41.1'
B	220° 52' 50"	10.0'	H	12° 11' 00"	14.4'	R	110° 23' 50"	9.6'
C	358° 50' 40"	9.6'	J	76° 41' 00"	10.0'	S	110° 23' 50"	14.0'
D	21° 27' 50"	10.0'	K	76° 41' 00"	13.9'	T	129° 23' 50"	17.9'
E	66° 41' 50"	10.0'	L	76° 41' 00"	10.5'	U	72° 23' 50"	40.8'
F	281° 45' 10"	10.0'	M	76° 41' 00"	39.2'	V	90° 00' 00"	9.6'
			N	107° 45' 10"	10.0'	W	90° 00' 00"	40.9'
			O	331° 52' 50"	10.9'			
			P	110° 23' 50"	9.6'			

- (A) Right of drainage 4' wide. (F) Right of Carriageway Variable width.
(B) Right of drainage 6' wide. (G) Right of Carriageway 15.63% wide.
(C) Right of drainage 8' wide. (H) Right of Carriageway 13.9% wide.
(D) Right of Carriageway 12.5% wide.
(E) Right of Carriageway 12.5% wide and Variable width.



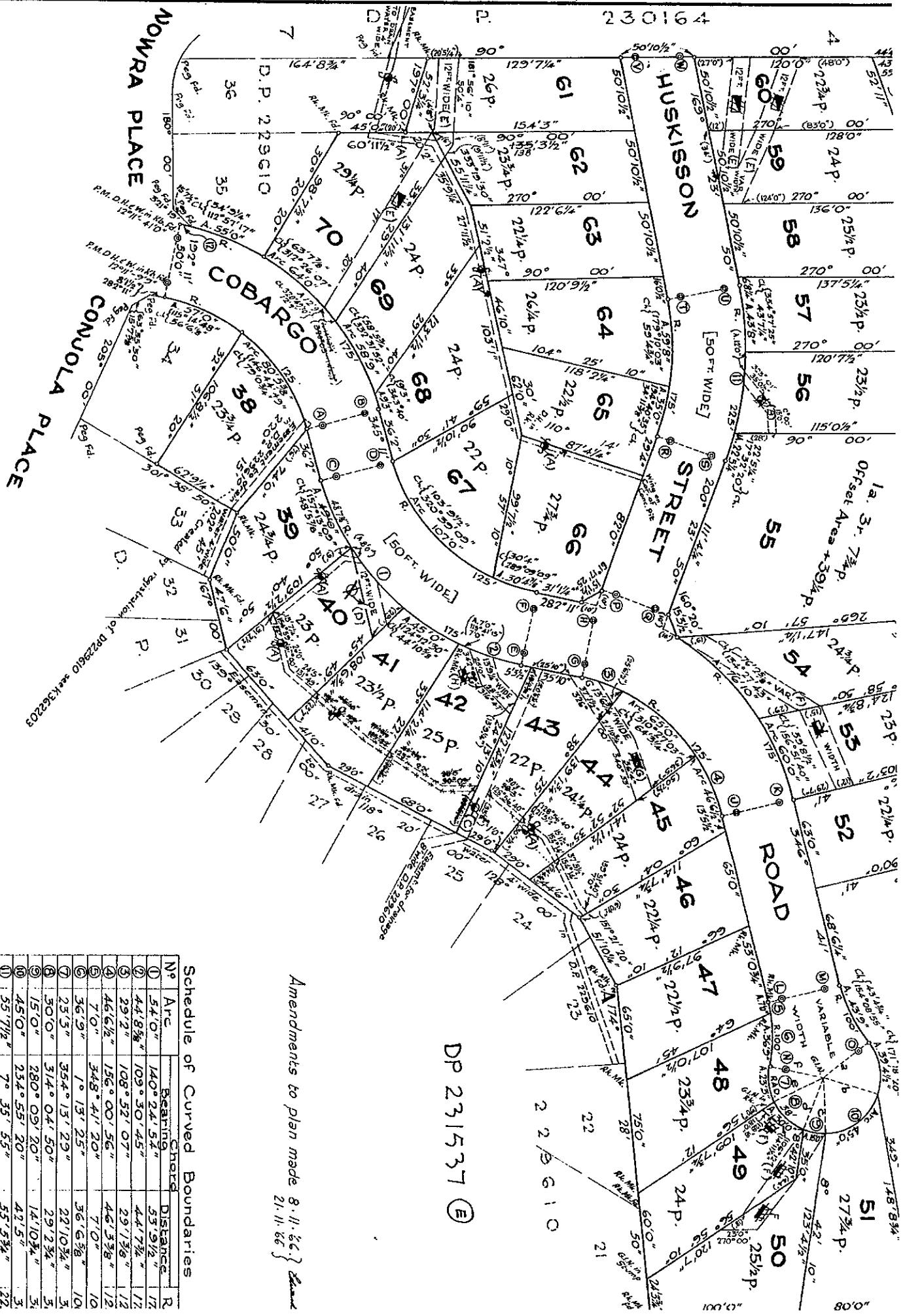
Schedule of Curved Boundaries			
N°	ARC	CHORD	RAD.
1	54.0°	140° 24' 52"	53.91"
2	44.8%	109° 30' 45"	44.71"
3	29.2°	108° 52' 07"	29.13"
4	14.61%	156° 00' 56"	46.53%
5	7.0°	348° 41' 20"	7.0°
6	36.9°	1° 13' 25"	36.63%
7	23.3°	354° 13' 23"	23.10%
8	30.0°	314° 04' 50"	29.23%
9	15.0°	280° 09' 20"	14.10%
10	45.0°	234° 55' 20"	42.5%
11	55.71%	7° 35' 55"	55.53%
12	54.4%	105° 04' 02"	54.4%

Amendments to plan made 8.11.66 { }
21.11.66 { }
D.P. 231537 E

DP231
Registered: KX2
CA 19/66 of
Title System: Torrel
Purpose: Subdivisi
Ref. Map: Suther
Last Plan: DP 229
PLAN OF SUBDIV
OF LOT 38 I
D.P. 229C10

Scale 60 Feet
Name: SUTHER
Address: GYMIA
Parish: SUTHER
County: CUMBER
Signature:
I, EDWARD HALL,
F. P. WALLIS & M.
of 147 MACQUARIE STRE
a surveyor registered under the S
enclosed, hereby certify that the re
is accurate and has been made by
me or under my supervision and in
accordance with the provisions of
the Survey Act, 1958.
Signed:
Surveyor registered under Survey
Deputy of the Registrar-General
Statement of intention to de
or public reserves or creat
easement, or restriction
(Signatures and Seals to c
provided)
It is intended to declare
50% wide and Variable
Huskisson Street 50% n
road.
Pursuant to Section 88 of
Act 1919-24, it is intended
1. The Easements to drai
2. The Easements for drai
3. The Easement for drai
4. The Right of Carriagew
5. The Right of Carriagew
and Variable width.
6. The Rights of Carriag
width.
7. The Right of Carriag
8. The Right of Carriag
width.
* Instrument filed as 1
and as set out in the acc
instrument signed by the
REF. N° 574.

WARNING, Plan Drawing only to appear in this space.



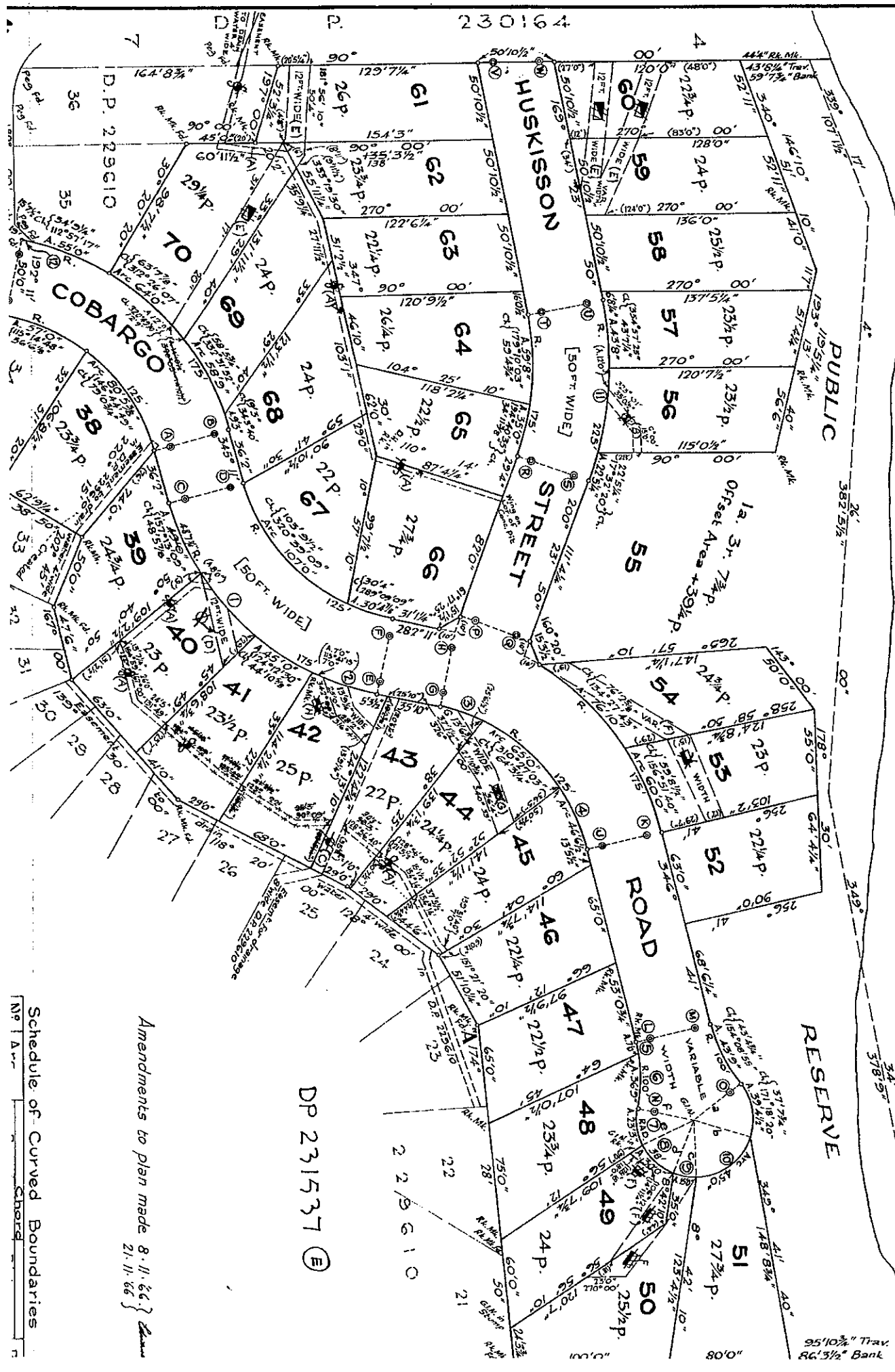
DP 231537 (E)

Amendments to plan made 8.11.66 } done

Schedule of Curved Boundaries

N°	Arc	Chord	Distance	R
1	54° 0"	140° 24' 54"	53' 9 1/2"	17
2	44° 8 3/4"	109° 30' 45"	44' 7 1/2"	17
3	29° 12"	108° 52' 07"	29' 13 3/8"	12
4	46° 6 1/2"	156° 00' 56"	46' 33 3/8"	12
5	7° 0"	348° 41' 20"	7' 0"	10
6	36° 19"	1° 13' 25"	36' 6 5/8"	10
7	23° 3'	354° 13' 29"	22' 10 3/4"	3
8	30° 0"	314° 04' 50"	29' 12 3/4"	3
9	15° 0"	280° 09' 20"	14' 10 3/4"	3
10	45° 0"	254° 55' 20"	42' 5"	3
11	55° 7 1/2"	7° 35' 55"	55' 3 3/4"	22
12	54° 3/4"	103° 04' 02"	54' 3/4"	17

WARNING, Plan Drawing only to appear in this space.



a	23° 36' 50"	A	75° 11' 00"	G	12° 11' 00"	Q	110° 23' 50"	41° 1'
b	230° 59' 50"	B	75° 11' 00"	H	12° 11' 00"	R	110° 23' 50"	9° 6'
c	358° 20' 50"	C	75° 11' 00"	J	76° 41' 00"	S	110° 23' 50"	40° 3'
d	21° 27' 50"	D	75° 11' 00"	K	76° 41' 00"	T	79° 23' 50"	9° 13'
e	66° 41' 50"	E	12° 11' 00"	L	76° 41' 00"	U	79° 23' 50"	40° 8 1/2'
f	281° 45' 10"	F	12° 11' 00"	M	76° 41' 00"	V	90° 00' 00"	9° 6'
				N	101° 45' 10"	W	30° 00' 00"	40° 9'
				O	231° 36' 50"			
				P	110° 23' 50"			

Dent's

Creek

RESERVE

ROAD

STREET

HUSKISSON

COBARGO

PUBLIC

Offset Area + 304 p.p.

1a. 3r. 734 p.p.

DP 231537

Amendments to plan made 8.11.66

Schedule of Curved Boundaries

No. 1

Chord

- (A) Easement to drain water 4' wide
- (B) Easement for drainage 6' wide
- (C) Easement for drainage 8' wide
- (D) Right of Carriageway 12ft wide
- (E) Right of Carriageway 12ft wide and Variable width.
- (F) Right of Carriageway Variab
- (G) Right of Carriageway 13 1/2'
- (H) Right of Carriageway 13 1/2'

REF. N° 57453

DP231537 (E)
Registered: 12/1/66 of 10-1-1966
This System: Torrens
Purpose: Subdivision
Ref. Map: Sutherland Sh. 18
Lot Plan: DP 229610
PLAN OF SUBDIVISION
OF LOT 38 IN
D.P. 229610.
Scale: 60 Feet to an Inch
Municipality: SUTHERLAND
County: CUMBERLAND
LOCALITY: GYMENA
EDWARD HILL
F. WALLIS & MOORE
117 MACDONALD STREET SYDNEY
I, the undersigned, being a duly qualified and licensed Surveyor, do hereby certify that the survey represented in this plan is a correct and true survey of the land shown, and that the same is in accordance with the provisions of the Survey Act, 1913, and the regulations thereunder, and that the same is in accordance with the provisions of the Survey Act, 1913, and the regulations thereunder, and that the same is in accordance with the provisions of the Survey Act, 1913, and the regulations thereunder.

OFFICE USE ONLY.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

SUBMITTERS AND SEALS ONLY.
THE COUNCIL OF THE SUTHERLAND SHIRE LIMITED WAS HERETOFORE LIMITED BY THE AUTHORITY OF THE DIRECTORS OF THE SUTHERLAND SHIRE LIMITED TO THE PRESENT DIRECTORS IN THE PRESENCE OF THE DIRECTORS.
I, the undersigned, being a duly qualified and licensed Surveyor, do hereby certify that the survey represented in this plan is a correct and true survey of the land shown, and that the same is in accordance with the provisions of the Survey Act, 1913, and the regulations thereunder, and that the same is in accordance with the provisions of the Survey Act, 1913, and the regulations thereunder, and that the same is in accordance with the provisions of the Survey Act, 1913, and the regulations thereunder.

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT DP 231537

FEET	INCHES	METRES
0	1/8	0.003
0	5/8	0.016
0	7/8	0.041
1	0	0.083
1	1/8	0.125
1	1/4	0.167
1	3/8	0.208
1	1/2	0.250
1	5/8	0.312
1	3/4	0.375
2	0	0.417
2	1/8	0.458
2	1/4	0.500
2	3/8	0.542
2	1/2	0.583
2	5/8	0.625
2	3/4	0.667
3	0	0.708
3	1/8	0.750
3	1/4	0.792
3	3/8	0.833
3	1/2	0.875
3	5/8	0.917
3	3/4	0.958
4	0	1.000
4	1/8	1.042
4	1/4	1.083
4	3/8	1.125
4	1/2	1.167
4	5/8	1.208
4	3/4	1.250
5	0	1.292
5	1/8	1.333
5	1/4	1.375
5	3/8	1.417
5	1/2	1.458
5	5/8	1.500
5	3/4	1.542
6	0	1.583
6	1/8	1.625
6	1/4	1.667
6	3/8	1.708
6	1/2	1.750
6	5/8	1.792
6	3/4	1.833
7	0	1.875
7	1/8	1.917
7	1/4	1.958
7	3/8	2.000
7	1/2	2.042
7	5/8	2.083
7	3/4	2.125
8	0	2.167
8	1/8	2.208
8	1/4	2.250
8	3/8	2.292
8	1/2	2.333
8	5/8	2.375
8	3/4	2.417
9	0	2.458
9	1/8	2.500
9	1/4	2.542
9	3/8	2.583
9	1/2	2.625
9	5/8	2.667
9	3/4	2.708
10	0	2.750
10	1/8	2.792
10	1/4	2.833
10	3/8	2.875
10	1/2	2.917
10	5/8	2.958
10	3/4	3.000
11	0	3.042
11	1/8	3.083
11	1/4	3.125
11	3/8	3.167
11	1/2	3.208
11	5/8	3.250
11	3/4	3.292
12	0	3.333
12	1/8	3.375
12	1/4	3.417
12	3/8	3.458
12	1/2	3.500
12	5/8	3.542
12	3/4	3.583
13	0	3.625
13	1/8	3.667
13	1/4	3.708
13	3/8	3.750
13	1/2	3.792
13	5/8	3.833
13	3/4	3.875
14	0	3.917
14	1/8	3.958
14	1/4	4.000
14	3/8	4.042
14	1/2	4.083
14	5/8	4.125
14	3/4	4.167
15	0	4.208
15	1/8	4.250
15	1/4	4.292
15	3/8	4.333
15	1/2	4.375
15	5/8	4.417
15	3/4	4.458
16	0	4.500
16	1/8	4.542
16	1/4	4.583
16	3/8	4.625
16	1/2	4.667
16	5/8	4.708
16	3/4	4.750
17	0	4.792
17	1/8	4.833
17	1/4	4.875
17	3/8	4.917
17	1/2	4.958
17	5/8	5.000
17	3/4	5.042
18	0	5.083
18	1/8	5.125
18	1/4	5.167
18	3/8	5.208
18	1/2	5.250
18	5/8	5.292
18	3/4	5.333
19	0	5.375
19	1/8	5.417
19	1/4	5.458
19	3/8	5.500
19	1/2	5.542
19	5/8	5.583
19	3/4	5.625
20	0	5.667
20	1/8	5.708
20	1/4	5.750
20	3/8	5.792
20	1/2	5.833
20	5/8	5.875
20	3/4	5.917

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 231537 CONTINUED

FEET	INCHES	METRES
20	5 1/4	6.229
20	6 1/4	6.250
20	7 1/4	6.271
21	0 1/2	6.300
21	1 1/2	6.342
21	2 1/2	6.383
22	0 3/4	6.417
22	1 3/4	6.458
22	2 3/4	6.499
23	0	6.542
23	1 1/4	6.583
23	2 1/4	6.625
24	0 3/4	6.667
24	1 3/4	6.708
24	2 3/4	6.750
25	0	6.792
25	1 1/4	6.833
25	2 1/4	6.875
26	0	6.917
26	1 1/4	6.958
26	2 1/4	7.000
27	0 1/2	7.042
27	1 1/2	7.083
27	2 1/2	7.125
28	0	7.167
28	1 1/4	7.208
28	2 1/4	7.250
29	0	7.292
29	1 1/4	7.333
29	2 1/4	7.375
30	0	7.417
30	1 1/4	7.458
30	2 1/4	7.500
31	0 1/2	7.542
31	1 1/2	7.583
31	2 1/2	7.625
32	0 3/4	7.667
32	1 3/4	7.708
32	2 3/4	7.750
33	0	7.792
33	1 1/4	7.833
33	2 1/4	7.875
34	0	7.917
34	1 1/4	7.958
34	2 1/4	8.000
35	0 1/2	8.042
35	1 1/2	8.083
35	2 1/2	8.125
36	0 3/4	8.167
36	1 3/4	8.208
36	2 3/4	8.250
37	0	8.292
37	1 1/4	8.333
37	2 1/4	8.375
38	0	8.417
38	1 1/4	8.458
38	2 1/4	8.500
39	0 1/2	8.542
39	1 1/2	8.583
39	2 1/2	8.625
40	0 3/4	8.667
40	1 3/4	8.708
40	2 3/4	8.750
41	0	8.792
41	1 1/4	8.833
41	2 1/4	8.875
42	0 1/2	8.917
42	1 1/2	8.958
42	2 1/2	9.000
43	0 3/4	9.042
43	1 3/4	9.083
43	2 3/4	9.125
44	0	9.167
44	1 1/4	9.208
44	2 1/4	9.250
45	0 1/2	9.292
45	1 1/2	9.333
45	2 1/2	9.375
46	0 3/4	9.417
46	1 3/4	9.458
46	2 3/4	9.500
47	0	9.542
47	1 1/4	9.583
47	2 1/4	9.625
48	0 1/2	9.667
48	1 1/2	9.708
48	2 1/2	9.750
49	0 3/4	9.792
49	1 3/4	9.833
49	2 3/4	9.875
50	0	9.917
50	1 1/4	9.958
50	2 1/4	10.000
51	0 1/2	10.042
51	1 1/2	10.083
51	2 1/2	10.125
52	0 3/4	10.167
52	1 3/4	10.208
52	2 3/4	10.250
53	0	10.292
53	1 1/4	10.333
53	2 1/4	10.375
54	0 1/2	10.417
54	1 1/2	10.458
54	2 1/2	10.500
55	0 3/4	10.542
55	1 3/4	10.583
55	2 3/4	10.625
56	0	10.667
56	1 1/4	10.708
56	2 1/4	10.750
57	0 1/2	10.792
57	1 1/2	10.833
57	2 1/2	10.875
58	0 3/4	10.917
58	1 3/4	10.958
58	2 3/4	11.000
59	0	11.042
59	1 1/4	11.083
59	2 1/4	11.125
60	0 1/2	11.167
60	1 1/2	11.208
60	2 1/2	11.250
61	0 3/4	11.292
61	1 3/4	11.333
61	2 3/4	11.375
62	0	11.417
62	1 1/4	11.458
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63	0 1/2	11.542
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63	2 1/2	11.625
64	0 3/4	11.667
64	1 3/4	11.708
64	2 3/4	11.750
65	0	11.792
65	1 1/4	11.833
65	2 1/4	11.875
66	0 1/2	11.917
66	1 1/2	11.958
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67	0 3/4	12.042
67	1 3/4	12.083
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69	2 1/2	12.375
70	0 3/4	12.417
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71	0	12.542
71	1 1/4	12.583
71	2 1/4	12.625
72	0 1/2	12.667
72	1 1/2	12.708
72	2 1/2	12.750
73	0 3/4	12.792
73	1 3/4	12.833
73	2 3/4	12.875
74	0	12.917
74	1 1/4	12.958
74	2 1/4	13.000
75	0 1/2	13.042
75	1 1/2	13.083
75	2 1/2	13.125
76	0 3/4	13.167
76	1 3/4	13.208
76	2 3/4	13.250
77	0	13.292
77	1 1/4	13.333
77	2 1/4	13.375
78	0 1/2	13.417
78	1 1/2	13.458
78	2 1/2	13.500
79	0 3/4	13.542
79	1 3/4	13.583
79	2 3/4	13.625
80	0	13.667
80	1 1/4	13.708
80	2 1/4	13.750
81	0 1/2	13.792
81	1 1/2	13.833
81	2 1/2	13.875
82	0 3/4	13.917
82	1 3/4	13.958
82	2 3/4	14.000
83	0	14.042
83	1 1/4	14.083
83	2 1/4	14.125
84	0 1/2	14.167
84	1 1/2	14.208
84	2 1/2	14.250
85	0 3/4	14.292
85	1 3/4	14.333
85	2 3/4	14.375
86	0	14.417
86	1 1/4	14.458
86	2 1/4	14.500
87	0 1/2	14.542
87	1 1/2	14.583
87	2 1/2	14.625
88	0 3/4	14.667
88	1 3/4	14.708
88	2 3/4	14.750
89	0	14.792
89	1 1/4	14.833
89	2 1/4	14.875
90	0 1/2	14.917
90	1 1/2	14.958
90	2 1/2	15.000
91	0 3/4	15.042
91	1 3/4	15.083
91	2 3/4	15.125
92	0	15.167
92	1 1/4	15.208
92	2 1/4	15.250
93	0 1/2	15.292
93	1 1/2	15.333
93	2 1/2	15.375
94	0 3/4	15.417
94	1 3/4	15.458
94	2 3/4	15.500
95	0	15.542
95	1 1/4	15.583
95	2 1/4	15.625
96	0 1/2	15.667
96	1 1/2	15.708
96	2 1/2	15.750
97	0 3/4	15.792
97	1 3/4	15.833
97	2 3/4	15.875
98	0	15.917
98	1 1/4	15.958
98	2 1/4	16.000
99	0 1/2	16.042
99	1 1/2	16.083
99	2 1/2	16.125
100	0 3/4	16.167
100	1 3/4	16.208
100	2 3/4	16.250
101	0	16.292
101	1 1/4	16.333
101	2 1/4	16.375
102	0 1/2	16.417
102	1 1/2	16.458
102	2 1/2	16.500
103	0 3/4	16.542
103	1 3/4	16.583
103	2 3/4	16.625
104	0	16.667
104	1 1/4	16.708
104	2 1/4	16.750
105	0 1/2	16.792
105	1 1/2	16.833
105	2 1/2	16.875
106	0 3/4	16.917
106	1 3/4	16.958
106	2 3/4	17.000
107	0	17.042
107	1 1/4	17.083
107	2 1/4	17.125
108	0 1/2	17.167
108	1 1/2	17.208
108	2 1/2	17.250
109	0 3/4	17.292
109	1 3/4	17.333
109	2 3/4	17.375
110	0	17.417
110	1 1/4	17.458
110	2 1/4	17.500
111	0 1/2	17.542
111	1 1/2	17.583
111	2 1/2	17.625
112	0 3/4	17.667
112	1 3/4	17.708
112	2 3/4	17.750
113	0	17.792
113	1 1/4	17.833
113	2 1/4	17.875
114	0 1/2	17.917
114	1 1/2	17.958
114	2 1/2	18.000
115	0 3/4	18.042
115	1 3/4	18.083
115	2 3/4	18.125
116	0	18.167
116	1 1/4	18.208
116	2 1/4	18.250
117	0 1/2	18.292
117	1 1/2	18.333
117	2 1/2	18.375
118	0 3/4	18.417
118	1 3/4	18.458
118	2 3/4	18.500
119	0	18.542
119	1 1/4	18.583
119	2 1/4	18.625
120	0 1/2	18.667
120	1 1/2	18.708
120	2 1/2	18.750
121	0 3/4	18.792
121	1 3/4	18.833
121	2 3/4	18.875
122	0	18.917
122	1 1/4	18.958
122	2 1/4	19.000
123	0 1/2	19.042
123	1 1/2	19.083
123	2 1/2	19.125
124	0 3/4	19.167
124	1 3/4	19.208
124	2 3/4	19.250
125	0	19.292
125	1 1/4	19.333
125	2 1/4	19.375
126	0 1/2	19.417
126	1 1/2	19.458
126	2 1/2	19.500
127	0 3/4	19.542
127	1 3/4	19.583
127	2 3/4	19.625
128	0	19.667
128	1 1/4	19.708
128	2 1/4	19.750
129	0 1/2	19.792
129	1 1/2	19.833
129	2 1/2	19.875
130	0 3/4	19.917
130	1 3/4	19.958
130	2 3/4	20.000

~~TK 641848~~ K 640848

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.



R.P. 13A, No.

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



Руб:— £ а. д.

Loiement 1 :

Endorsement	1	1
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1 3

1 1

25

INGS

181 E

100

(Trusts must not be disclosed in the transfer.)

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

I. TRELOAR REALTY PTY, LIMITED

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

(herein called transferor)
being registered as the proprietor of an estate in fee simple" in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of FIVE THOUSAND NINE HUNDRED DOLLARS

(£\$ 5,900.00) (the receipt whereof is hereby acknowledged) paid to us by

JOHN CHARLES MARKEY and PATRICIA LILLIAN MARKEY

do hereby transfer to

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

JOHN CHARLES MARKEY of 570 Port Hacking Road, Caringbah

Accountant and PATRICIA LILLIAN MARKEY his wife of the same

address as Joint Tenants.

... (herein called transferee)

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

Unless authorized by Reg. 63
Conveyancing Act, Regulations,
1961 a plan may not be
annexed to or endorsed on
this transfer form.

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

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	SUTHERLAND	PART 2	10349	68	Being Lot 66 in Deposited Plan No. 231537 ✓
		AND now being the whole			of the land in
		Certificate of Title			volume 10473 folio 197. ✓

724550

And the transferee covenant(s) with the transferor¹

And the Transferor doth hereby for himself his heirs executors administrators and assigns covenant with the Transferor its successors and assigns:-

¹ Strike out if unnecessary, or suitably adjust

(i) if any easements are to be created or any exceptions to be made; or

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

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

- (a) That no external walls of any building to be erected on the said land shall be of any other than brick, brick-veneer or stone unless such other material does not comprise more than 30% of the total area of the external walls of such building provided always that the use of fibro in such walls is entirely prohibited. In calculating the said percentage the areas of all doors and windows will not be taken into account.
- (b) That no fence or walls shall be erected along the Street frontage of the subject land nor shall any dividing fence or will be erected upon any portion of the said land for a distance of 25 feet from the Street frontage.
- (c) That no fence shall be erected on the said land to divide it from the adjoining land of the Transferor without the consent of the Transferor but such consent shall not be withheld if the fence shall be erected without expense to the Transferor and in favour of any person dealing with the Transferor such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.

The benefit of the foregoing covenant (a & b) shall be appurtenant to the residue of the land in Deposited Plan No. 231537

The benefit of the foregoing covenant (c) shall be appurtenant to the land of the transferor but only during the ownership thereof by the Transferor its successors and assigns other than purchasers on sale.

The burden of the foregoing covenant is upon the Lot hereby transferred. The above covenant or any part thereof may be released varied or modified by the transferor.

ENCUMBRANCES, &c., REFERRED TO:

Easement for drainage created by registration of D.P.229610.

¹ A very short note will suffice.

St 437-2 K 1165-2

1.563511
should read 11.563511

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

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

Execution may be proved where
the parties are resident—
(a) in any part of the British
dominions outside the State of
New South Wales by signing
or acknowledging before the
Registrar-General or Recorder
of Titles of each Possession, or
before any Judge, Notary
Public, Justice of the Peace
for New South Wales, or
Commissioner for taking aff-
davits for New South Wales,
or Mayor or Chief Officer of any
municipal or local government
corporation of such part, or
Justice of the Peace for such
part, or the Governor, Govern-
ment Resident, or Chief Sec-
retary of such part or a British
Consular Officer or Australian
Consular Officer exercising his
functions in that part or such
other person as the Chief Justice
of New South Wales may
appoint.

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

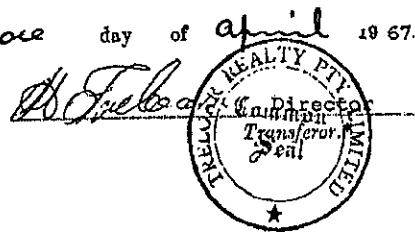
(c) in any foreign place by
signing or acknowledging before
(i) a British Consular Officer
(which includes a British
Ambassador, Envoy, Minister,
Chargé d'Affaires, Secretary of
Embassy or Legation, Consul-
General, Acting Consul General,
Consul, Acting Consul, Vice-
Consul, Acting Vice-Consul,
Pro Consul,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

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

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

Signed at Sydney the 10th day of April 1967.
The Common Seal of Treloar
Signed in my presence by the transferor
Realty Pty. Limited was hereunto
affixed by authority of the
Directors by Horace Treloar a
Director in the presence of:

H. Treloar
Acting Secretary



Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

H. Treloar
Carrville

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

H. Treloar
Transferor(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19
Signed in the presence of—

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

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

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

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

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

K 640848

~~K 641848~~

No. _____

LODGED BY

John P Cassidy
104 Cromwell St
Cromwell 523-1621

FEEs.

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 10s. 0d, where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2. Where such instrument is to be endorsed on more than one folio of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of £1 is made in each of the following:—
 - (i) Where a restrictive covenant is imposed; or
 - (ii) A new easement is created; or
 - (iii) A partial discharge of mortgage is endorsed on the transfer.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1. 6/7
2. _____
3. _____
4. _____
5. _____
6. _____

Received
Nos.
Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.

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

I,

mortgagee under Mortgage No.

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

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

Dated at _____ this _____ day of _____ 19 _____
Signed in my presence by _____

who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER
	<u>Subject to covenant</u>
Checked by	Particulars entered in Register Book.
Passed (in S.D.B.) by	
Signed by	on <u>17-4-1967</u> at <u>10 A.M.</u> Registrar-General

PROGRESS RECORD.

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



Applicant:

Mr David Kennedy
Po Box 2094
BURWOOD NORTH NSW 2134

Planning Certificate – Section 10.7 (2)(5) Certificate Environmental Planning and Assessment Act, 1979

Certificate no:	ePC:20/4104	Delivery option:	
Certificate date:	25/08/2020	Your reference:	Doyle 2021015

Property:

Lot 66 DP 231537
2 Huskisson Street GYMEA BAY NSW 2227

Zone:

* Sutherland Shire Local Environmental Plan 2015

Zone E3 Environmental Management

Notes:

- (a) The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
- (b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

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

**INFORMATION PURSUANT TO SECTION 10.7(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:

- * Sutherland Shire Local Environmental Plan 2015
- * Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).
- * SEPP (Building Sustainability Index: BASIX) 2004
- * SEPP (Exempt and Complying Development Codes) 2008
- * SEPP (Affordable Rental Housing) 2009
- * SEPP (Educational Establishments & Child Care Facilities) 2017
- * SEPP (Infrastructure) 2007
- * SEPP (Mining, Petroleum & Extractive Industries) 2007
- * SEPP No.19 - Bushland in Urban Areas
- * SEPP No.21 - Caravan Parks
- * SEPP No.33 - Hazardous and Offensive Development
- * SEPP No.50 - Canal Estate Development
- * SEPP No.55 - Remediation of Land
- * SEPP No.64 - Advertising and Signage
- * SEPP No.65 - Design Quality of Residential Apartment Development
- * SEPP No.70 - Affordable Housing (Revised Schemes)

- * SEPP (State and Regional Development) 2011
- * SEPP (State Significant Precincts) 2005
- * SEPP (Vegetation in Non-Rural Areas) 2017
- * SEPP (Concurrences and Consents) 2018
- * SEPP (Primary Production and Rural Development) 2019

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

The following Draft State Environmental Planning Policies apply: Amendments to SEPP (Infrastructure) 2007, SEPP (Mining, Petroleum Production and Extractive Industries) 2007, SEPP (Housing for Seniors or People with a Disability) 2004, SEPP (State Significant Precincts) 2005, SEPP (Exempt and Complying Development Codes) 2008, and new draft policies - SEPP Environment, SEPP Short-term Rental Accommodation, SEPP Housing Diversity and SEPP Remediation of Land.

3. The name of each development control plan that applies to the carrying out of development on the land:
 Sutherland Shire Development Control Plan 2015

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

2. Zoning and land use under relevant LEPs

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

(a) The name and number of the zone:

Sutherland Shire Local Environmental Plan 2015
Zone E3 Environmental Management

(b) Permitted without consent:

Home occupations

(c) Permitted with consent:

Bed and breakfast accommodation; Boat sheds; Dwelling houses; Environmental protection works; Flood mitigation works; Health consulting rooms; Home businesses; Home industries; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Roads; Secondary dwellings; Tank-based aquaculture

(d) Prohibited:

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item (b) or (c).

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

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

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

No

(g) Is the land in a conservation area?

No

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

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

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

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

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

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

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

3. Complying Development

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Housing Code

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

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

Housing Alterations Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

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

Container Recycling Facilities Code

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

Subdivisions Code

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

Rural Housing Code

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

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

Low Rise Housing Diversity Code

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

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

Green Field Housing Code

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

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

General Development Code

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

Demolition Code

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

Fire Safety Code

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

Inland Code

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

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

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

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual

charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

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

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

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

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

No

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

No

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

No

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

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

The land has been classified as Class 5 on the Acid Sulfate Soils Maps in the Sutherland Shire Local Environmental Plan 2015. Accordingly the land is subject to the provisions of clause 6.1 which detail the restrictions to works within this Class.

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

No

7A. Flood related development controls information

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

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

No

9. Contribution Plans

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

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

9A. Biodiversity certified land

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

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

No

10. Biodiversity stewardship sites

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

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

No

10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been

notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

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

No

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

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

No.

14. Directions under Part 3A

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

No

15. Site compatibility certificates and conditions for seniors housing

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

No

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

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

No

17. Site compatibility certificates and conditions for affordable rental housing

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

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

Is there a current site verification certificate, of which the council is aware, in respect of the land?

If so, this statement includes:

- (a) the matter certified by the certificate, and
- (b) the date on which the certificate ceases to be current (if any), and
- (c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note. A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

No

20. Loose-fill asbestos insulation

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

No

21. Affected building notices and building product rectification orders

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

No

If so, this statement includes:

- (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

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

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

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

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

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

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

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

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

Any Other Prescribed Matter

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

Additional Information

Council holds additional information relating to this property for provision in accordance with Section 10.7(5) of the Environmental

Planning and Assessment Act, 1979.

**ADDITIONAL INFORMATION PURSUANT TO SECTION 10.7(5),
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

The following additional information relating to the land is provided in good faith. The information is not exhaustive of matters likely to affect the land. Section 10.7(6) states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

This land is within an area of high Aboriginal Archaeological Sensitivity. Aboriginal objects and areas are protected by the National Parks and Wildlife Act 1974. It is an offence to damage, deface, remove or destroy or cause damage, defacement, removal or destruction of aboriginal objects and areas without the consent of the NSW Office of Environment and Heritage. Further information is available on Council and the OEH websites www.environment.nsw.gov.au.

The land may contain drainage infrastructure within an easement which is protected by statutory rights of access and maintenance. Further information is available on the Deposited Plan/Strata Plan and associated instruments.

For further information please telephone [02] 9710 0333.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Mark Carlon', with a long horizontal line extending to the right.

Mark Carlon
Manager Strategic Planning

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 –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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.
- 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.

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;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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.
- 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.

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;

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.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- 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 –
- 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
- 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*.
- 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 –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | 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; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

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*.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: CATHY MARIE DOYLE

Purchaser:

Property: 2 HUSKISSON STREET, GYMEA BAY NSW 2227

Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
18.
 - (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?

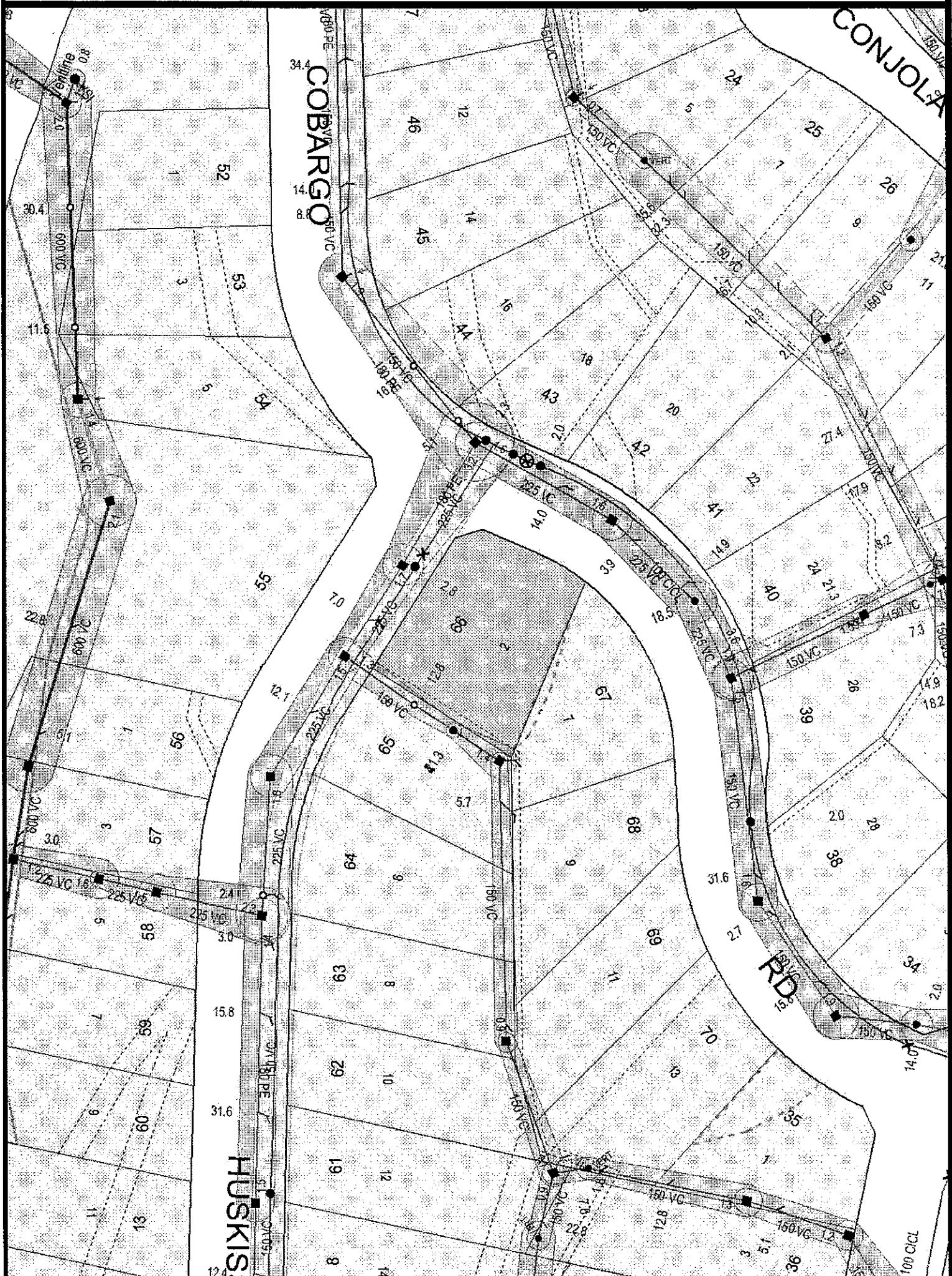
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
22. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
- (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



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.

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

MARKEY

Municipality of Sutherland

No. 815923

- Boundary Trap
- Pit
- G.I. Grease Interceptor
- Gully
- P.T. P. Trap
- R.S. Reflux Sink

SYMBOLS AND ABBREVIATIONS

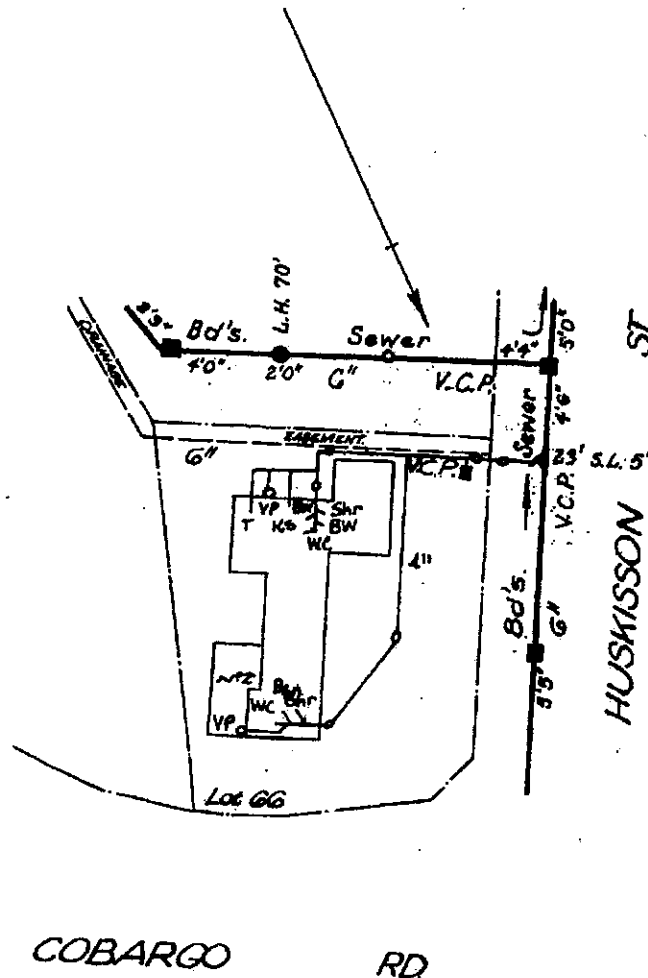
- R.V. Reflux Valve
- Vert. Vertical Pipe
- V.P. Vent. Pipe
- S.V.P. Soil Vent. Pipe
- D.C.C. Down Cast Cowl
- I.P. Induct Pipe
- M.F. Mica Flap
- T. Tube
- K.S. Kitchen Sink
- W.C. Water Closet
- B.W. Bath Waste

- Ben. Basin
- Shr. Shower
- W.I.P. Wrought Iron Pipe
- C.I.P. Cast Iron Pipe
- F.W. Floor Waste
- W.M. Washing Machine

Scale: 40 Feet To An Inch

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer



RATE No. _____ W.C.s. _____ U.C.s. _____ 19__

SHEET No. 9926

OFFICE USE ONLY

For Engineer House Services

DRAINAGE			PLUMBING	
W.C.	Supervised by	Date	Supervised by	Date
Bch.	Inspector	/ / /	Inspector	/ / /
Shr.				
Ben.				
K.S.	Examined by	Date	1259 162	
T.	Chief Inspector	/ / /	1381 275	
Pig.				
Dge. Int.	Tracing Checked	/ / /		
Dge. Ext.				

- 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.

2 Huskisson Street GYMEA BAY NSW 2227