

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 86440734	NSW DAN:
vendor's agent	SINGER RESIDENTIAL 78 RAILWAY Crescent Jannali NSW 2226		Phone: 0295288738 Fax: Ref:
co-agent			
vendor	Murray Stuart Burrows, Sarah Irene Burrows 86 Novara Cres Como NSW 2226		
vendor's solicitor	Seaside Conveyancing 64 Lord Street Port Macquarie NSW 2444		Phone: 0265838365 Fax: 02 6583 8397 Ref: 99621
date for completion	3 month after the date of this contract (clause 15)		Email: davwill@bigpond.net.au
land	86 Novara Cres Como NSW 2226		
(Address, plan details and title reference)	Lot 33 in DP 11817 33/11817		
	☒ VACANT POSSESSION ☐ Subject to existing tenancies		
improvements	☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:		
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:		

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

inclusions	☒ blinds	☒ dishwasher	☒ light fittings	☒ stove
	☒ built-in wardrobes	☒ fixed floor coverings	☒ range hood	☐ pool equipment
	☒ clothes line	☒ insect screens	☐ solar panels	☒ TV antenna
	☒ curtains	☒ other: S/S A/C & remotes, Auto garage doors x 2 & remotes		
	Pool table & accessories, Storage cupboards			
exclusions	Wall units in lounge room, Outdoor furniture			
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
			Ref:	
price	\$		Email:	
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$ 0.00			
contract date			(if not stated, the date this contract was made)	

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

99621

86440734

List of Documents

General	Strata or community title (clause 23 of the contract)
☒ 1 property certificate for the land	☐ 32 property certificate for strata common property
☒ 2 plan of the land	☐ 33 plan creating strata common property
☐ 3 unregistered plan of the land	☐ 34 strata by-laws
☐ 4 plan of land to be subdivided	☐ 35 strata development contract or statement
☐ 5 document that is to be lodged with a relevant plan	☐ 36 strata management statement
☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	☐ 37 strata renewal proposal
☐ 7 additional information included in that certificate under section 10.7(5)	☐ 38 strata renewal plan
☒ 8 sewerage infrastructure location diagram (service location diagram)	☐ 39 leasehold strata - lease of lot and common property
☒ 9 sewer lines location diagram (sewerage service diagram)	☐ 40 property certificate for neighbourhood property
☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	☐ 41 plan creating neighbourhood property
☐ 11 <i>planning agreement</i>	☐ 42 neighbourhood development contract
☐ 12 section 88G certificate (positive covenant)	☐ 43 neighbourhood management statement
☐ 13 survey report	☐ 44 property certificate for precinct property
☐ 14 building information certificate or building certificate given under <i>legislation</i>	☐ 45 plan creating precinct property
☐ 15 lease (with every relevant memorandum or variation)	☐ 46 precinct development contract
☐ 16 other document relevant to tenancies	☐ 47 precinct management statement
☐ 17 licence benefiting the land	☐ 48 property certificate for community property
☐ 18 old system document	☐ 49 plan creating community property
☐ 19 Crown purchase statement of account	☐ 50 community development contract
☐ 20 building management statement	☐ 51 community management statement
☒ 21 form of requisitions	☐ 52 document disclosing a change of by-laws
☐ 22 <i>clearance certificate</i>	☐ 53 document disclosing a change in a development or management contract or statement
☐ 23 land tax certificate	☐ 54 document disclosing a change in boundaries
Home Building Act 1989	☐ 55 information certificate under Strata Schemes Management Act 2015
☐ 24 insurance certificate	☐ 56 information certificate under Community Land Management Act 1989
☐ 25 brochure or warning	☐ 57 disclosure statement - off the plan contract
☐ 26 evidence of alternative indemnity cover	☐ 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
☐ 27 certificate of compliance	☐ 59
☐ 28 evidence of registration	
☐ 29 relevant occupation certificate	
☐ 30 certificate of non-compliance	
☐ 31 detailed reasons of non-compliance	

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

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.

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</i> by a <i>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 – • 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</i> by the <i>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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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;

- 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.

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;

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 –

- 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*.

<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*.
- 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*.

6 DISABILITY, DEATH, LIQUIDATION ETC

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the parties at law or in equity if this clause had not been included herein it is agreed that if prior to completion either party (or any one of them if more than one) shall:-

- A) Die or
- B) Become a mentally ill person or mentally disordered person in accordance with the relevant criteria set out in Chapter 3 of the Mental Health Act 1990, or a protected person under the Protected Estates Act 1983; or
- C) Being a company which is declared bankrupt or enter into any Scheme of Arrangement or make any assignment for the benefit of creditors or if a company shall resolve to enter into any scheme or arrangement with its creditors under the Corporations Act 2001 or if a Receiver or Official Manager of it shall be appointed,

Then either party shall thereafter may rescind this contract forthwith by notice in writing to the unaffected party named herein without affecting its rights flowing from such default AND in such event the provisions of clause 19 shall apply to the rescission

7 PURCHASERS DEFAULT

In the event that the Purchaser is in default and the Vendor has terminated the contract the Purchaser undertakes:

- 7.1. To cause the deposit holder to release the deposit to the vendor
- 7.2. To cause the issuer of the bond or guarantee to pay the guarantee amount to the vendor
- 7.3. Not to lodge a caveat for notification on any certificate of title to the property
- 7.4. Clause 9.1 is amended by adding the word "including the right to sue the purchaser for the unpaid balance of deposit as a separate claim to 9.3".

8 REDUCED DEPOSIT

The deposit is the amount shown on the front page of the Contract of Sale of Land. If the Vendor agrees to accept a lesser sum he/she does so on the condition that the balance of the deposit is paid on or before the completion date.

The parties agree that the full 10 percent (10%) deposit shall be paid by the purchaser as follows;

- i. As to the sum of \$0.00 on or before the date of this contract;
- ii. As to the further sum of \$0.00 payable by 4:30pm on the INSERT
DATE or such later date as agreed to by the vendor in writing.

If the purchasers fail to pay the sum on demand by the vendor, the vendor may recover the balance of the deposit from the purchasers as a debt together with interest at the rate of Nine percent (9%) per annum from the date of demand until the date of payment in full of the balance of the deposit and interest.

GUARANTEE

1. "Guarantor" means:-
of

Date of Birth:

2. "Guaranteed Money" means all amounts which at any time for any reason or circumstance are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories), by the purchaser to the vendor in connection with the contract or any transaction contemplated by it, or arising as a result of it, whether at law, in equity, under statute or otherwise.
3. The Guarantor acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the Vendor.
4. The guarantor unconditionally and irrevocably guarantees payment to the Vendor of the Guaranteed Money and unconditionally and irrevocably guarantees the due and punctual performance of the Guaranteed Obligations.
5. If the purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this contract, then the guarantor agrees to pay the Guaranteed Money to the vendor on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.
6. As a separate undertaking, the Guarantor indemnifies the vendor against:
 - a. All liability or loss arising from, and any costs, charges or expenses incurred in connection with the Guaranteed Money not being recoverable from the Guarantor for from the purchaser because of any circumstances whatsoever; and
 - b. All liability or loss arising from, and any costs, charges or expenses incurred in connection with the Guaranteed Obligations not being duly and punctually performed because of any circumstance whatsoever.
7. This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity. The Guarantor waives any rights it has of first requiring the vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the purchaser or any other person before claiming from the Guarantor under this guarantee and indemnity.
8. The liabilities under this guarantee and indemnity of the Guarantor as a Guarantor, Principal debtor or indemnifier and the rights of the vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including without limitation, one or more of the following:-
 - a. The vendor or another person granting time or other indulgence to, compounding or comprising with or releasing the purchaser; or
 - b. Acquiescence, delay acts, omissions or mistakes on the part of the vendor; or

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Murray Stuart Burrows and Sarah Irene Burrows**
Purchaser:
Property: 86 Novara Cres, Como NSW 2226
Dated: 16 August 2021

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 must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. 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

10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. 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

12. 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.
13. 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.
14.
 - (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*.
15. 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?
16. 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*?



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 33/11817

SEARCH DATE	TIME	EDITION NO	DATE
16/8/2021	11:32 PM	5	22/9/2018

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

LAND

LOT 33 IN DEPOSITED PLAN 11817
AT COMO
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP11817

FIRST SCHEDULE

MURRAY STUART BURROWS
SARAH IRENE BURROWS
AS JOINT TENANTS

(CN AJ11289)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A898940 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 AE721443 MORTGAGE TO TEACHERS MUTUAL BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 16/8/2021



CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 11817

FEET	INCHES	METRES
-	9	0.23
5	6 1/2	1.995
8	5	2.565
20	9 1/2	6.535
25	8	7.215
30	4 1/2	9.26
40	-	12.19
40	0 1/2	12.205
40	1	12.215
40	1 1/4	12.225
40	1 3/4	12.235
40	2 1/2	12.255
40	3	12.27
40	3 1/4	12.275
40	3 3/4	12.285
40	4	12.295
40	4 1/2	12.305
40	6	12.345
40	6 1/2	12.355
40	8 1/2	12.41
40	9	12.42
40	11 1/2	12.485
41	-	12.495
41	3	12.575
41	3 1/2	12.585
41	7	12.675
41	7 1/2	12.685
41	11 1/2	12.79
42	-	12.8
42	1 3/4	12.845
42	2	12.85
42	4 1/4	12.91
42	4 3/4	12.92
42	10 1/4	13.06
42	10 3/4	13.075
43	4 3/4	13.225
43	5	13.235
43	7	13.285
45	1 1/4	13.75
45	4 1/4	13.825
51	11 1/4	15.83
55	-	16.765
55	0 1/2	16.775
57	3	17.45
57	6	17.525
60	-	18.29
60	0 1/2	18.3
60	4	18.59
60	4 1/2	18.4
61	8 1/2	18.61
61	9	18.62
62	5 3/4	19.045
64	1	19.535
65	2 1/2	19.875
65	9 1/4	20.045
66	-	20.115
67	0 1/4	20.43
70	-	21.335
70	0 1/2	21.35
70	10 3/4	21.61
73	-	22.25
74	10 3/4	22.83
75	3	22.935
75	4 3/4	22.98
77	9	23.7
79	3 1/2	24.17
79	5 1/8	24.21
79	6 1/2	24.245
80	0 1/2	24.395
80	6	24.535
80	10 1/2	24.65
80	11 1/2	24.675
81	8	24.89
90	-	27.43
97	6	29.72
97	8	29.77
99	7 3/4	30.37



CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 11817 CONTINUED

AC RD P	SQ M
-- 20 1/2	518.5
-- 22	556.4
-- 22 3/4	575.4
-- 23	581.7
-- 23 1/2	594.4
-- 24	607
-- 24 1/2	619.7
-- 25	632.3
-- 25 1/4	638.6
-- 25 1/2	645
-- 26 1/4	663.9
-- 26 1/2	670.3
-- 26 3/4	676.6
-- 27	682.9
-- 27 1/4	689.2
-- 27 1/2	695.6
-- 27 3/4	701.9
-- 28 1/4	714.5
-- 28 1/2	720.8
-- 29	733.5
-- 29 3/4	752.5
-- 30	758.8
-- 30 1/4	765.1
-- 30 1/2	771.4
-- 30 3/4	777.8
-- 31	784.1
-- 31 1/2	796.7
-- 31 3/4	803
-- 32	809.4
-- 32 1/4	815.7
-- 32 1/2	822
-- 32 3/4	828.3
-- 33	834.7
-- 34	860

appointed together with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said Eva Popie
Hooper may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No. 50590 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease No. 50590 subject to all the provisoes conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company Limited was hereunto affixed at Sydney this *fourteenth* day of *December* 192*7*.

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this *fourteenth* day of *December* 192*7* and such Directors thereupon signed this Transfer in the presence of—

In witness whereof
[Signature]

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

SIGNED in my presence by the said

EVA POPPIE MCGILL

personally known to me—

who is

[Signature]
Solicitor for the Plaintiff
whose signature occurred to be
obtained without delay

Memorandum of Transfer of
4a. ~~12. 36/40~~ p. Lots 53 to 56 incl.
Lots 64, 65 and part Lot 63 + 66.
16 and 77 D. P. 2106.
Village Corns. Shires of Sutherland
and Cumberland

Lodged by

MINTER, SIMPSON & Co.,
SYDNEY.

(Excepting preserving mines etc)

THE HOLT SUTHERLAND COMPANY LIMITED

Transferor.

Eva Poprie Hooper Transferee.

Particulars entered in the Register Book, Vol. 739

Folio 191 of Vol. 1776 folio 27. row

Leases Nos 50890 and 128912.

the 17 day of April, 1923,
at minutes 12 o'clock

in the noon.

S. H. H. H.
Registrar General.

18 APR 1923

DATE	INITIALS
17/4/23	EB
18/4/23	Aut
19/4/23	Aut
20/4/23	Aut
21/4/23	Aut
22/4/23	Aut
23/4/23	Aut
24/4/23	Aut
25/4/23	Aut
26/4/23	Aut
27/4/23	Aut
28/4/23	Aut
29/4/23	Aut
30/4/23	Aut
1/5/23	Aut
2/5/23	Aut
3/5/23	Aut
4/5/23	Aut
5/5/23	Aut
6/5/23	Aut
7/5/23	Aut
8/5/23	Aut
9/5/23	Aut
10/5/23	Aut
11/5/23	Aut
12/5/23	Aut
13/5/23	Aut
14/5/23	Aut
15/5/23	Aut
16/5/23	Aut
17/5/23	Aut
18/5/23	Aut
19/5/23	Aut
20/5/23	Aut
21/5/23	Aut
22/5/23	Aut
23/5/23	Aut
24/5/23	Aut
25/5/23	Aut
26/5/23	Aut
27/5/23	Aut
28/5/23	Aut
29/5/23	Aut
30/5/23	Aut
31/5/23	Aut
1/6/23	Aut
2/6/23	Aut
3/6/23	Aut
4/6/23	Aut
5/6/23	Aut
6/6/23	Aut
7/6/23	Aut
8/6/23	Aut
9/6/23	Aut
10/6/23	Aut
11/6/23	Aut
12/6/23	Aut
13/6/23	Aut
14/6/23	Aut
15/6/23	Aut
16/6/23	Aut
17/6/23	Aut
18/6/23	Aut
19/6/23	Aut
20/6/23	Aut
21/6/23	Aut
22/6/23	Aut
23/6/23	Aut
24/6/23	Aut
25/6/23	Aut
26/6/23	Aut
27/6/23	Aut
28/6/23	Aut
29/6/23	Aut
30/6/23	Aut
1/7/23	Aut
2/7/23	Aut
3/7/23	Aut
4/7/23	Aut
5/7/23	Aut
6/7/23	Aut
7/7/23	Aut
8/7/23	Aut
9/7/23	Aut
10/7/23	Aut
11/7/23	Aut
12/7/23	Aut
13/7/23	Aut
14/7/23	Aut
15/7/23	Aut
16/7/23	Aut
17/7/23	Aut
18/7/23	Aut
19/7/23	Aut
20/7/23	Aut
21/7/23	Aut
22/7/23	Aut
23/7/23	Aut
24/7/23	Aut
25/7/23	Aut
26/7/23	Aut
27/7/23	Aut
28/7/23	Aut
29/7/23	Aut
30/7/23	Aut
31/7/23	Aut
1/8/23	Aut
2/8/23	Aut
3/8/23	Aut
4/8/23	Aut
5/8/23	Aut
6/8/23	Aut
7/8/23	Aut
8/8/23	Aut
9/8/23	Aut
10/8/23	Aut
11/8/23	Aut
12/8/23	Aut
13/8/23	Aut
14/8/23	Aut
15/8/23	Aut
16/8/23	Aut
17/8/23	Aut
18/8/23	Aut
19/8/23	Aut
20/8/23	Aut
21/8/23	Aut
22/8/23	Aut
23/8/23	Aut
24/8/23	Aut
25/8/23	Aut
26/8/23	Aut
27/8/23	Aut
28/8/23	Aut
29/8/23	Aut
30/8/23	Aut
31/8/23	Aut
1/9/23	Aut
2/9/23	Aut
3/9/23	Aut
4/9/23	Aut
5/9/23	Aut
6/9/23	Aut
7/9/23	Aut
8/9/23	Aut
9/9/23	Aut
10/9/23	Aut
11/9/23	Aut
12/9/23	Aut
13/9/23	Aut
14/9/23	Aut
15/9/23	Aut
16/9/23	Aut
17/9/23	Aut
18/9/23	Aut
19/9/23	Aut
20/9/23	Aut
21/9/23	Aut
22/9/23	Aut
23/9/23	Aut
24/9/23	Aut
25/9/23	Aut
26/9/23	Aut
27/9/23	Aut
28/9/23	Aut
29/9/23	Aut
30/9/23	Aut
1/10/23	Aut
2/10/23	Aut
3/10/23	Aut
4/10/23	Aut
5/10/23	Aut
6/10/23	Aut
7/10/23	Aut
8/10/23	Aut
9/10/23	Aut
10/10/23	Aut
11/10/23	Aut
12/10/23	Aut
13/10/23	Aut
14/10/23	Aut
15/10/23	Aut
16/10/23	Aut
17/10/23	Aut
18/10/23	Aut
19/10/23	Aut
20/10/23	Aut
21/10/23	Aut
22/10/23	Aut
23/10/23	Aut
24/10/23	Aut
25/10/23	Aut
26/10/23	Aut
27/10/23	Aut
28/10/23	Aut
29/10/23	Aut
30/10/23	Aut
31/10/23	Aut
1/11/23	Aut
2/11/23	Aut
3/11/23	Aut
4/11/23	Aut
5/11/23	Aut
6/11/23	Aut
7/11/23	Aut
8/11/23	Aut
9/11/23	Aut
10/11/23	Aut
11/11/23	Aut
12/11/23	Aut
13/11/23	Aut
14/11/23	Aut
15/11/23	Aut
16/11/23	Aut
17/11/23	Aut
18/11/23	Aut
19/11/23	Aut
20/11/23	Aut
21/11/23	Aut
22/11/23	Aut
23/11/23	Aut
24/11/23	Aut
25/11/23	Aut
26/11/23	Aut
27/11/23	Aut
28/11/23	Aut
29/11/23	Aut
30/11/23	Aut
1/12/23	Aut
2/12/23	Aut
3/12/23	Aut
4/12/23	Aut
5/12/23	Aut
6/12/23	Aut
7/12/23	Aut
8/12/23	Aut
9/12/23	Aut
10/12/23	Aut
11/12/23	Aut
12/12/23	Aut
13/12/23	Aut
14/12/23	Aut
15/12/23	Aut
16/12/23	Aut
17/12/23	Aut
18/12/23	Aut
19/12/23	Aut
20/12/23	Aut
21/12/23	Aut
22/12/23	Aut
23/12/23	Aut
24/12/23	Aut
25/12/23	Aut
26/12/23	Aut
27/12/23	Aut
28/12/23	Aut
29/12/23	Aut
30/12/23	Aut
31/12/23	Aut

3443 72

2/11/23/14/24

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

Zone R2 Low Density Residential

(b) Permitted without consent:

Home occupations

(c) Permitted with consent:

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

(d) Prohibited:

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

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

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

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

No

(g) Is the land in a conservation area?

No

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

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

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

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

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.

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?

This land has been wholly or partly identified as bush fire prone land under the Rural Fire Service's Bush Fire Prone Land Mapping for the Sutherland Shire. Chapter 40 of Sutherland Shire Development Control Plan 2015 sets controls for the development of Bush Fire Prone Land.

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

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?

Some of the land to which this certificate relates is bushfire prone land as defined under the Environmental Planning and Assessment Act 1979.

12. Property Vegetation Plans

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

Additional Information

Council's records indicate that there is no other relevant information in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Division 6.7 Building information certificates.

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

Asset Information

Legend

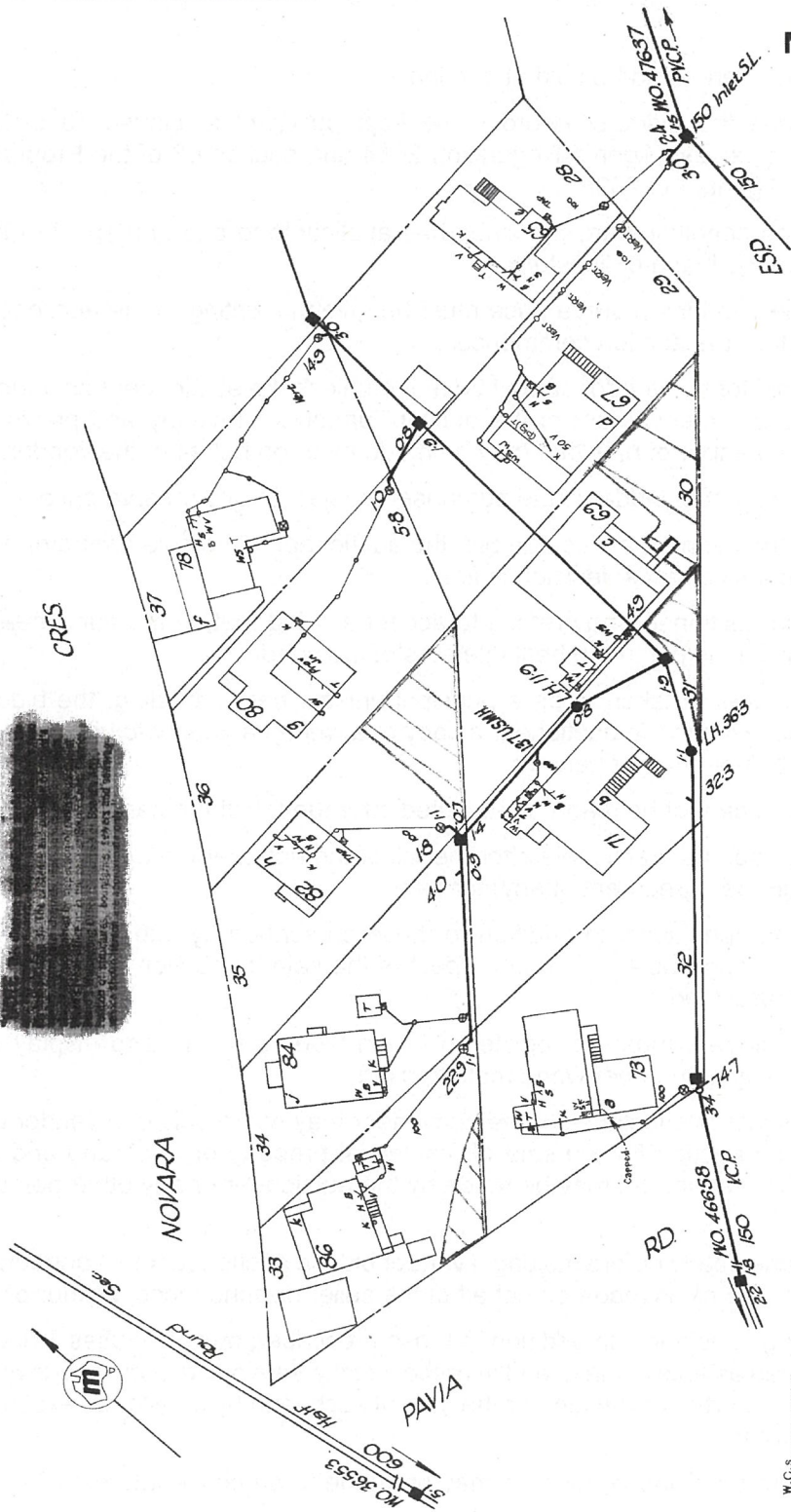
Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
		Private Mains	
		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Sewer Service Diagram

Application Number: 8000972062



No. 0485903

SEWERAGE SERVICE SHEET Municipality of Sutherland Scale 1:500 Distances/depths in metres; pipe diameters in millimetres		W.C.S. & D.B. for House Services Engineer	
SYMBOLS AND ABBREVIATIONS Boundary Trap IP Induct Pipe Inspection Shaft MF Mica Flap Pit T Tubs Grease Interceptor K Kitchen Sink Gully W Water Closet P Trap B Bath Waste Reflux Valve H Handbasin Cleaning Eye S Shower O V Vent Pipe WIP Wrought Iron Pipe O V Vent Pipe CIP Cast Iron Pipe O V Vent Pipe F Floor Waste DC Down Cast Cowl M Washing Machine		PLUMBING Supervised by _____ Date _____ Inspector _____ 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.	
BRANCH OFFICE Date _____ Outfall _____ Drainer _____ Plumber _____ Boundary Trap _____ #/is not required		DRAINAGE Supervised by _____ Date _____ Inspector _____ Examined by _____ Chief Inspector _____ Tracing Checked _____ Dye. Int. _____ Dye. Ext. _____	

W.C.S.
U.C.S.

f 23.7.73

Disclaimer

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

-
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

Home Warranty Insurance Certificate of Insurance



Home Warranty
Insurance Fund

QBE Insurance (Australia) Ltd
Level 3, 85 Harrington St
SYDNEY NSW 2000
Phone: 1300 790 723
Fax: 02 8275 9330
ABN: 78 003 191 035
AFS License No: 239545



Policy Number BNRR47789BWI-3

SARAH & MURRAY BURROWS
86 NOVADA CRESCENT
COMO 2226

Name of Intermediary
SAVILL HICKS CORPORATION P/L
P O BOX 523
MILSONS POINT NSW 1565

Account Number
BN0004795
Date Issued
09/04/2014

Policy Schedule Details

Certificate in Respect of Insurance

Residential Building Work by Contractors

A contract of insurance complying with sections 92 and 96 of the Home Building Act 1989 has been issued by QBE Insurance (Australia) Limited as agent for and on behalf of the NSW Self Insurance Corporation (SICorp) (ABN 97 369 689 650) who is responsible for management of the Home Warranty Insurance Fund.

In Respect of	ALTERATIONS AND ADDITIONS STRUCTURAL
At	LOT 33,86 NOVADA CRESCENT COMO NSW 2226
Carried Out By	BUILDER KOSUB CONSTRUCTIONS PTY LTD ABN: 70 121 157 417
Declared Contract Price	\$197,332.00
Contract Date	13/03/2014
Builders Registration No.	U 188275C
Building Owner / Beneficiary	SARAH & MURRAY BURROWS

Subject to the Act and the Home Building Regulation 2004 and the conditions of the insurance contract, cover will be provided to the Building Owner/Beneficiary named in the domestic building contract and to the successors in title to the Building Owner/Beneficiary or the immediate successor in title to the contractor or developer who did the work and subsequent successors in title.

Signed for and on behalf of NSW Self Insurance Corporation (SICorp)

Jason Bourne
National Manager - Builders Warranty

IMPORTANT NOTICE:

In addition to this certificate of insurance, a policy wording which outlines the terms and conditions of the cover provided is available from the HWIF website. To access that policy wording visit www.homewarranty.nsw.gov.au

Home Warranty Insurance Certificate of Insurance



Home Warranty
Insurance Fund

QBE Insurance (Australia) Ltd
Level 3, 85 Harrington St
SYDNEY NSW 2000
Phone: 1300 790 723
Fax: 02 8275 9330
ABN: 78 003 191 035
AFS License No: 239545



Policy Number BNRR47789BWI-3

SARAH & MURRAY BURROWS
86 NOVADA CRESCENT
COMO 2226

Name of Intermediary
SAVILL HICKS CORPORATION P/L
P O BOX 523
MILSONS POINT NSW 1565

Account Number
BN0004795
Date Issued
09/04/2014

Policy Schedule Details

Certificate in Respect of Insurance

Residential Building Work by Contractors

A contract of insurance complying with sections 92 and 96 of the Home Building Act 1989 has been issued by QBE Insurance (Australia) Limited as agent for and on behalf of the NSW Self Insurance Corporation (SICorp) (ABN 97 369 689 650) who is responsible for management of the Home Warranty Insurance Fund.

In Respect of	ALTERATIONS AND ADDITIONS STRUCTURAL
At	LOT 33,86 NOVADA CRESCENT COMO NSW 2226
Carried Out By	BUILDER KOSUB CONSTRUCTIONS PTY LTD ABN: 70 121 157 417
Declared Contract Price	\$197,332.00
Contract Date	13/03/2014
Builders Registration No.	U 188275C
Building Owner / Beneficiary	SARAH & MURRAY BURROWS

Subject to the Act and the Home Building Regulation 2004 and the conditions of the insurance contract, cover will be provided to the Building Owner/Beneficiary named in the domestic building contract and to the successors in title to the Building Owner/Beneficiary or the immediate successor in title to the contractor or developer who did the work and subsequent successors in title.

Signed for and on behalf of NSW Self Insurance Corporation (SICorp)

Jason Bourne
National Manager - Builders Warranty

IMPORTANT NOTICE:

In addition to this certificate of insurance, a policy wording which outlines the terms and conditions of the cover provided is available from the HWIF website. To access that policy wording visit www.homewarranty.nsw.gov.au



Occupation Certificate

issued under the *Environmental Planning and Assessment Act 1979*

Type of Certificate	Final Certificate - occupation/use of a new building
----------------------------	--

Applicant	
Name & Address	Sarah I Cable, Murray S Burrows 86 Novara Crescent COMO NSW 2226

Subject Land	
Address	86 Novara Crescent COMO NSW 2226

Lot no, DP/MPS, etc vol/fol	Lot 33 DP 11817
-----------------------------	-----------------

Relevant Application Nos.		
& determination dates	CUA23730	31 March 2015
	DA13/0127 (as amended)	6 February 2015

Building Details	Whole – Alterations & Additions
-------------------------	---------------------------------

BCA Class(es)	1a
----------------------	----

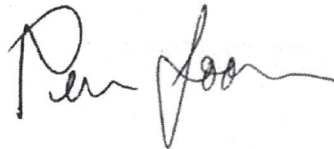
Determination & Type of Certificate	Approved Final Certificate - occupation/use of a new building
--	--

Date of Determination	28 October 2015
------------------------------	-----------------

Occupation Certificate

I, Peter Loomes - BPB855, on behalf of Sutherland Shire Council
certify that:

- have been appointed as the principal certifying authority under s109E.
- a current development consent DA13/0127 is in force with respect to the building.
- in the case where a development consent is in force, a construction certificate has been issued with respect to the plans and specifications for the building.
- the building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- the building, as completed, is not inconsistent with the development consent or complying development certificate in force with respect to the new building.
- where required, a final fire safety certificate has been issued for the building.
- where required, a report from the Commissioner of Fire Brigades has been considered.
- the health and safety of the occupants of the building has been taken into consideration.



Signature

Date of Endorsement

28 October 2015

Occupation Certificate No

CUA23730

Certifying Authority

Name of Certifying Authority

Sutherland Shire Council

Contact No

(02) 9710 0333

Address

Locked Bag 17, SUTHERLAND NSW 1499

Appeal

Under Section 109K of the
Environmental Planning
And Assessment Act,
1979, No. 203

- (1) An applicant for a final occupation certificate may appeal to the Court against a consent authority's decision to refuse to issue such a certificate.
- (2) An appeal under this section is to be made within 12 months after the date on which the decision was made.