

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 79604642	NSW DAN:
vendor's agent	First National Real Estate Coastside Shellharbour Shop 18, 23 Addison Street, Shellharbour NSW 2529		Phone: 02 4295 5033 Fax: Ref: Maria Field
co-agent			
vendor	Joao Marcio MARTIN & Kristy Louise PAPLAUSKAS 33 Strata Avenue, BARRACK HEIGHTS NSW 2528		
vendor's solicitor	Beyond Property Legal Solutions Shop 2, 17 Addison Street Shellharbour NSW 2529 PO Box 4032 or DX 26403 Shellharbour NSW 2529		Phone: 02 4208 0000 Fax: Ref: 1624/20
date for completion	42 days after the contract date	(clause 15)	Email: info@BPLS.com.au
land	33 STRATA AVE BARRACK HEIGHTS NSW 2528 (Address, plan details and title reference)		
	LOT 144 IN DEPOSITED PLAN 202876 144/202876		
	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" 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 checked="" type="checkbox"/> other: Pergola		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> 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 checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: Ducted Air-conditioning, Ceiling fans (x5)
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

witness

**GST AMOUNT** (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

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1624/20

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vendor agrees to accept a **deposit-bond** (clause 3)

☐ NO ☐ yes

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

PEXA

**Electronic transaction** (clause 30)

☐ no ☐ YES

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

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

**land tax** is adjustable

☐ NO ☐ yes

**GST:** Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment*  
(residential withholding payment)

☐ NO ☐ yes (if yes, vendor must provide further details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

**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:
 

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

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 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<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.

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.



## 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' 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*.
- 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*.

## **SPECIAL CONDITIONS**

### **32. HEADINGS**

Headings before Special Conditions have been inserted for guidance only and shall not be deemed to form any part of the context.

### **33. AMENDMENTS TO STANDARD CONTRACT CLAUSES**

- a) The words “exceeds 5% of the price” in the printed condition 7.1.1 shall be deemed replaced by “exceeds 0.5% of the price”.
- b) The words “*settlement cheques*” in the printed clause 16.8 shall be deemed replaced by “*bank cheques*”.
- c) Clause 18 is amended by adding the following: “Clause 18.8 – The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property.”
- d) In Clause 20.6.5, delete the words “or fax”.

### **34. DEATH, INSANITY OR BANKRUPTCY**

Notwithstanding any rule of law or equity to the contrary if prior to completion either the Vendor or the Purchaser (or if the Purchaser or the Vendor is more than one person then any one or more of the persons comprising the Vendor or the Purchaser) should die or become mentally ill as defined in the Mental Health Act, commit an act of bankruptcy, or if a company have a provisional liquidator or a receiver or receiver and manager appointed or enter into a scheme of arrangement then either party may rescind this Contract by notice in writing served on the other party's Solicitor/Conveyancer named in this Contract and thereupon this Contract shall be at an end and the provisions of Clause 19 shall apply.

### **35. RELEASE OF DEPOSIT**

If required by the Vendor the Purchaser shall permit part or whole of the deposit paid hereunder to be released to the Vendor prior to completion for the sole purpose of the Vendor applying the amount released as a deposit or stamp duty for the purchase of an alternative property **PROVIDED THAT** any part of the deposit released pursuant hereto is released direct to the trust account of the relevant Solicitor/Conveyancer or Real Estate Agent for that matter or to the Office of State Revenue.

This provision shall of itself constitute sufficient authority for such release of deposit without the need for separate confirmation by the Purchaser. However, the Purchaser's Solicitor/Conveyancer must provide the appropriate written authority for the deposit-holder's trust records regarding such release of funds.

### **36. LATE COMPLETION**

- a) If completion of this Contract takes place after the completion date, it is an essential condition of this Contract that the Purchaser pay to the Vendor on completion, in addition to the other monies payable under this Contract the amount obtained by applying a simple interest formula of eight percent (8%) per annum to the balance of the purchase price and calculated on a daily basis from, but not including, the completion date stipulated in the Contract to and including the date upon which this Contract is completed. No interest will be payable in respect of any period during which the Vendor is in default under this Contract.
- b) If the Purchaser fails to complete this Contract on or before the completion date whether by formal amendment of the completion date in the Contract or not OR the settlement appointment is aborted on the day, otherwise than through the fault of the Vendor or through a chain of conveyances before the sale herein, then in addition to the payment of interest pursuant to Special Condition 37(a) above the Purchaser shall pay to the Vendor on completion:-

- i. The sum of One hundred and ten dollars (\$110.00) including GST for a delay notified between Five (5) business days and up the day the last business day prior to the due settlement appointment date OR Two hundred and fifty dollars (\$250.00) including GST for each settlement appointment date aborted on the day appointed, by way of compensation to the Vendor for additional legal costs and disbursements incurred by the Vendor as a genuine pre-estimate of those additional costs;

AND

- ii. all other expenses incurred by the Vendor as a consequence of the delay or each aborted settlement including but not limited to (if any) the Vendor's additional mortgagee fees and any additional fees consequently incurred by the Vendor in relation to their purchase or the chain of conveyances before or after this sale where simultaneous settlements have been arranged.

### **37. NOTICE TO COMPLETE**

If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to Complete making the time for completion essential. Such a Notice shall give not less than 14 days' notice after the date immediately following the day on which that Notice is received by the recipient of the Notice. A Notice to Complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. In the event that the Vendor issues a Notice to Complete, then the Purchaser must, on completion, allow the Vendor an amount of Two hundred and fifty dollars (\$250) including GST by way of compensation for additional legal costs and disbursements incurred as a consequence of being required to issue such a Notice.

### **38. REAL ESTATE AGENT**

The Purchaser warrants that he was not introduced to the property or to the Vendor by any Real Estate Agent or other person entitled to claim commission as a result of this sale other than the Vendor's Agent indicated herein, if any, and the Purchaser shall indemnify the Vendor against any successful claim for commission by any Real Estate Agent or other person arising out of any such introduction of the Purchaser and against all claims and expenses of and incidental to the defence and determination of any such successful claim made against the Vendor and arising as a result of a breach of this warranty by the Purchaser. The Vendor warrants that he has not executed an Agency Agreement with any Estate Agent other than the Agent disclosed in this Contract or an Estate Agent acting in conjunction with such Agent. It is further agreed that the provisions of this Special Condition shall not merge on completion.

### **39. ENTIRE AGREEMENT**

The Purchaser acknowledges that he does not rely upon any warranty or representation made by the Vendor or any person on behalf of the Vendor but has relied entirely upon his own enquiries and inspection of the property. This present Contract comprises all terms of the Contract between the Vendor and the Purchaser on the sale of the property.

### **40. SWIMMING POOL / SPA**

IF THERE IS A SWIMMING POOL OR SPA, **then**, the Vendor does not warrant that the swimming pool/spa, swimming pool fence/gate on the property complies with the requirements imposed by the Swimming Pools Act 1992 as Amended and the regulations prescribed under that Act. The Purchaser shall make no requisition or claim for compensation against the Vendor in respect of any such non-compliance and the Purchaser shall be responsible for compliance with any notice or Order issued by the Local Council or any other authority under the said Act.

### **41. PURCHASER'S ACKNOWLEDGEMENT**

- a) It is agreed by the Purchaser that he has relied entirely on his own enquiries relating to and inspection of the property, all improvements and any items of furnishings and chattels referred to on the front page of this Contract and in relation to the use to which the property may be put.

- b) The Purchaser acknowledges that he is purchasing the property in its present state of repair and condition and will make no objection, requisition or claim for compensation concerning the state of repair or condition of the property or any latent or patent defect in quality in the property.

#### **42. FIRB APPROVAL AND THIS CONTRACT**

- a) Whether the Purchaser is a Foreign Person or not, this Contract is not conditional on the Treasurer's Approval.
- b) However, the Purchaser warrants that, on the Contract Date and each day up to and including the date that Completion takes place, it is an essential term of this Contract, that the Purchaser:
- i. Either - is NOT a Foreign Person OR, if the Purchaser IS a Foreign Person, THEN the Purchaser has obtained the Treasurer's Approval for the purchase of the Lot;
  - ii. The Purchaser indemnifies the Vendor in respect of any Claims or Loss arising out of any breach of this Special Condition by the Purchaser.
  - iii. The provision of this Special Condition will not merge on Completion but will continue to bind the parties after Completion without limitation in time.
  - iv. For the purposes of this Special Condition:

"Act" means the Foreign Acquisitions and Takeovers Act 1975 (Cth);

"Claim" means a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage or Loss, however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this Contract;

"Contract Date" means the date of this Contract;

"Foreign Person" means a "foreign person" as defined in section 5 of the Act;

"Loss" means any cost, expense (including any legal and other professional charge and expense), loss, damage or liability, whether direct, indirect or consequential (including pure economic loss), present or future, fixed or unascertained, actual or contingent or any liability under an indemnity;

"Treasurer" includes any officer of the Treasury of the Commonwealth of Australia; and

"Treasurer's Approval" means written advice from the Treasurer under the Act to the effect that the Treasurer has no objection to or does not prohibit the proposed purchase of the Lot by the Purchaser in accordance with this Contract.

#### **43. REQUISITIONS ON TITLE**

The Purchaser agrees that the only form of Requisitions on Title the Purchaser may make pursuant to Clause 5 of the Contract shall be in the form of the Requisitions on Title annexed hereto which are deemed to have been served at the date of this Contract. Nothing in this Clause shall prevent the Purchaser from making any additional requisitions on title not dealt with in the Requisitions on Title annexed hereto.

#### **44. ADJUSTMENTS**

The parties agree to adjust the usual outgoings and all amounts under the Contract on settlement. But, if any amount is incorrectly adjusted or an error is made in such calculation at settlement, the parties agree to rectify the error within seven (7) days of receipt of evidence of the error and immediate request for readjustment. This clause shall not merge on completion.

#### **45. FAIR WEAR AND TEAR**

- a) The property is sold in its present condition and state of repair with all faults latent and patent and subject to any present infestation (if any) and to any fair wear and tear during the period from the date of making this Contract and the date of completion hereof and the Purchaser acknowledges that he is purchasing the same in reliance upon his own inspection, enquiries and knowledge and

that he shall make no objection, requisition or claim and shall not be entitled to rescind this Contract in respect of all or any of the matters referred to in or arising from this Clause.

- b) The Vendor shall be under no obligation on or prior to completion to remove any building waste or debris or to clear or upgrade in any way any of the improvements, grounds or part of the Property.
- c) The Purchaser is not entitled to make any objection, requisition or claim if it is established that any rainwater downpipe attached to or forming part of the Property is connected to or with any sewer pipe, sewer main or any other pipe, main or connection for or of any relevant authority.

#### **46. DEPOSIT**

If the Vendor has agreed to accept a reduced deposit then notwithstanding anything else herein contained, the Vendor shall accept, on exchange of this Contract, payment of \$..... being part of the deposit. The parties expressly agree that if the Purchaser defaults in the observance or performance of any obligation hereunder which is or has become essential the balance of the deposit, namely \$....., shall become immediately due and payable and the Purchaser shall forfeit to the Vendor the whole of the sum of \$..... pursuant to Clause 9 hereof.

#### **47. AUTHORITY**

Each party hereby authorises their respective Solicitor/licensed Conveyancer or any employee of that Solicitor/licensed Conveyancer to make alterations to this Contract, including the addition of annexures, after execution and up until the date of making this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised same and any annexures so inserted shall form part of this Contract as if they were annexed prior to execution of the Contract.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 144/202876

SEARCH DATE	TIME	EDITION NO	DATE
23/3/2021	12:37 PM	4	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 144 IN DEPOSITED PLAN 202876  
LOCAL GOVERNMENT AREA SHELLHARBOUR  
PARISH OF TERRAGONG COUNTY OF CAMDEN  
TITLE DIAGRAM DP202876

FIRST SCHEDULE

JOAO MARCIO MARTINS  
KRISTY LOUISE PAPLAUSKAS  
AS JOINT TENANTS (T AG685979)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B959542 COVENANT
- 3 A949589 COVENANT
- 4 J911653 COVENANT
- 5 AG685980 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



Plan Form No. 1 (For Deposited Plan)

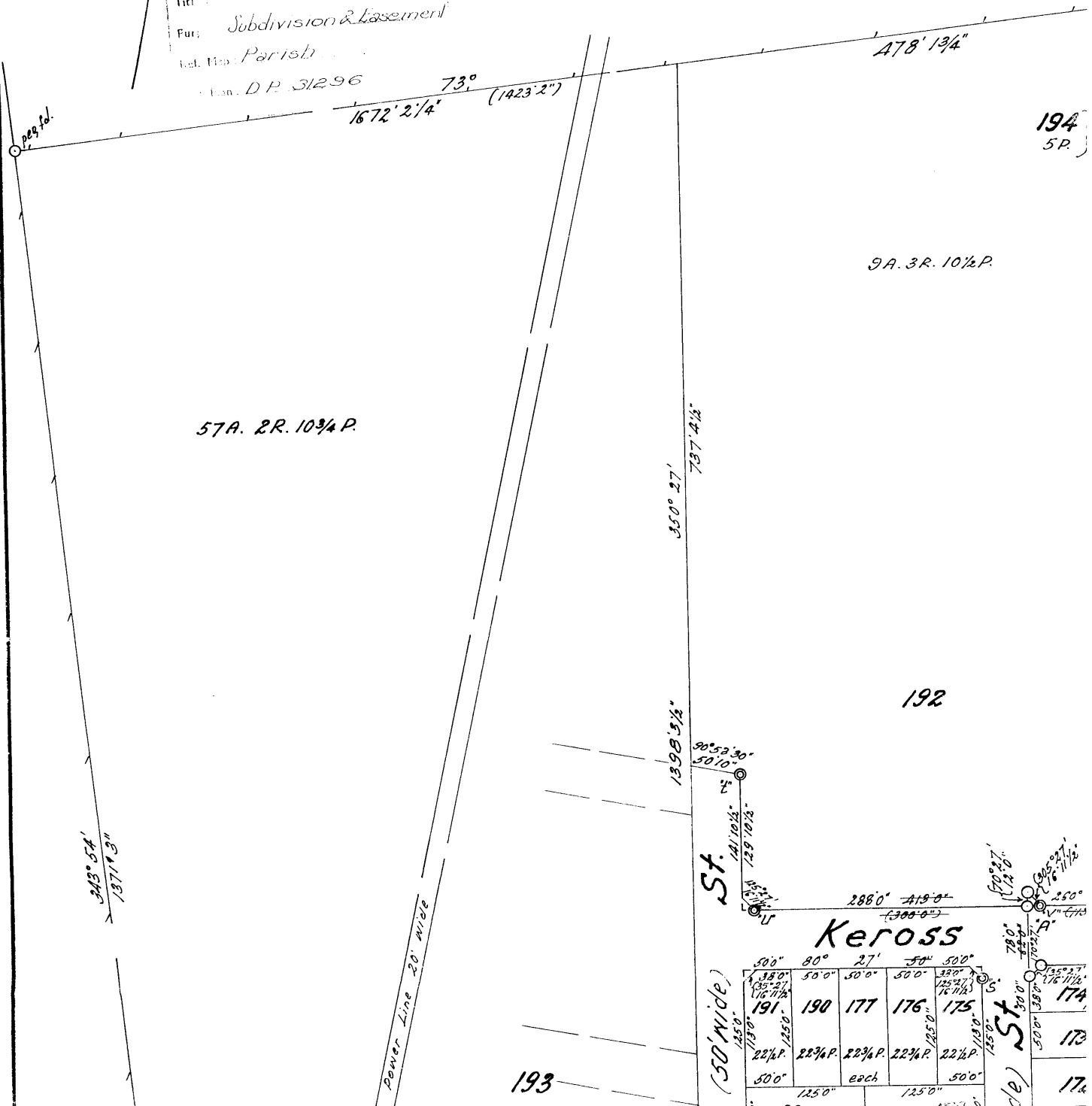
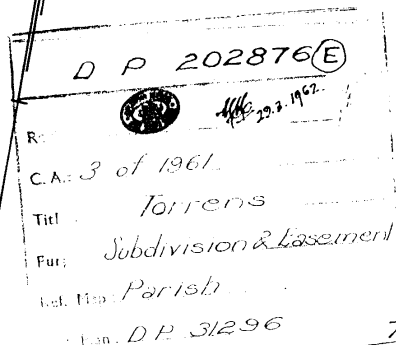
Municipality of Shellharbour  
Shire of

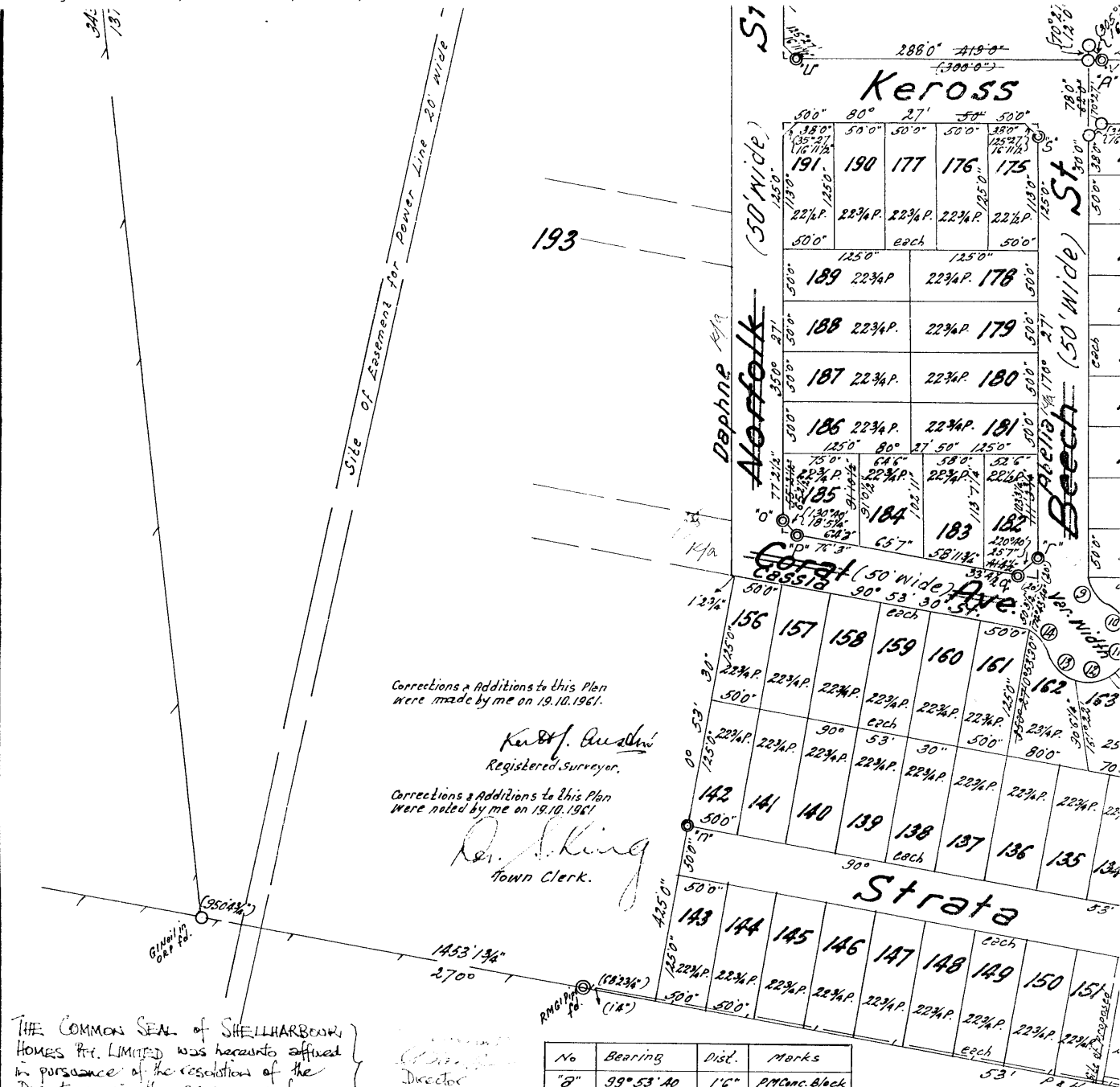
PLAN

of subdivision of Lots A & 104 in <sup>DP 31296</sup>~~#557127 & Dra.~~

PARISH OF TERRAGONG COUNTY

Scale 100 feet to an inch





No	Bearing	Dist.	Marks
"a"	99° 53' 40"	1' 6"	PM Conc. Block
"b"	17° 01'	3 3/4"	PMCB fd.
"c"	80° 27'	1' 6"	PMCB fd.
"d"	350° 27'	1' 6"	PMCB fd.
"e"	80° 27'	1' 6"	PMCB fd.
"f"	143° 53'	3 3/4"	PMCB fd.
"g"	80° 27'	1' 6"	PM Conc. Block
"h"	353° 52' 40"	1' 6"	— — — —
"i"	346° 52'	1' 6"	— — — —
"k"	90° 53' 30"	1' 6"	— — — —
"l"	154° 19' 30"	3 3/4"	— — — —
"m"	0° 53'	1' 6"	— — — —
"n"	297° 27' 30"	3 3/4"	— — — —
"o"	80° 27'	1' 6"	— — — —
"p"	0° 53' 30"	1' 6"	— — — —
"q"	0° 53' 30"	1' 6"	— — — —
"r"	260° 27'	1' 6"	— — — —
"s"	260° 27'	1' 6"	— — — —
"t"	40° 40' 20"	1' 11 1/2"	— — — —
"u"	350° 27'	1' 6"	— — — —
"v"	350° 27'	1' 6"	PMCB fd.

No	Radius	C.
①	50'	1 1/2"
②	—	2 20' 0"
③	—	2 21' 0"
④	—	2 20' 18"
⑤	—	2 21' 18"
⑥	—	3 00' 0"
⑦	—	3 01' 20"
⑧	—	3 37' 53"
⑨	—	3 38' 54"
⑩	—	3 40' 57"
⑪	—	13° 28'
⑫	—	73° 24'
⑬	—	128° 22'
⑭	—	139° 44'
⑮	—	1 30' 0"
⑯	—	1 32' 0"
⑰	—	6 00' 0"
⑱	—	3 01' 20"
⑲	—	3 01' 20"
⑳	—	3 17' 22"
㉑	—	162° 00'
㉒	—	0° 26'

Approved by Council & Covered by Council Clerk's Certificate

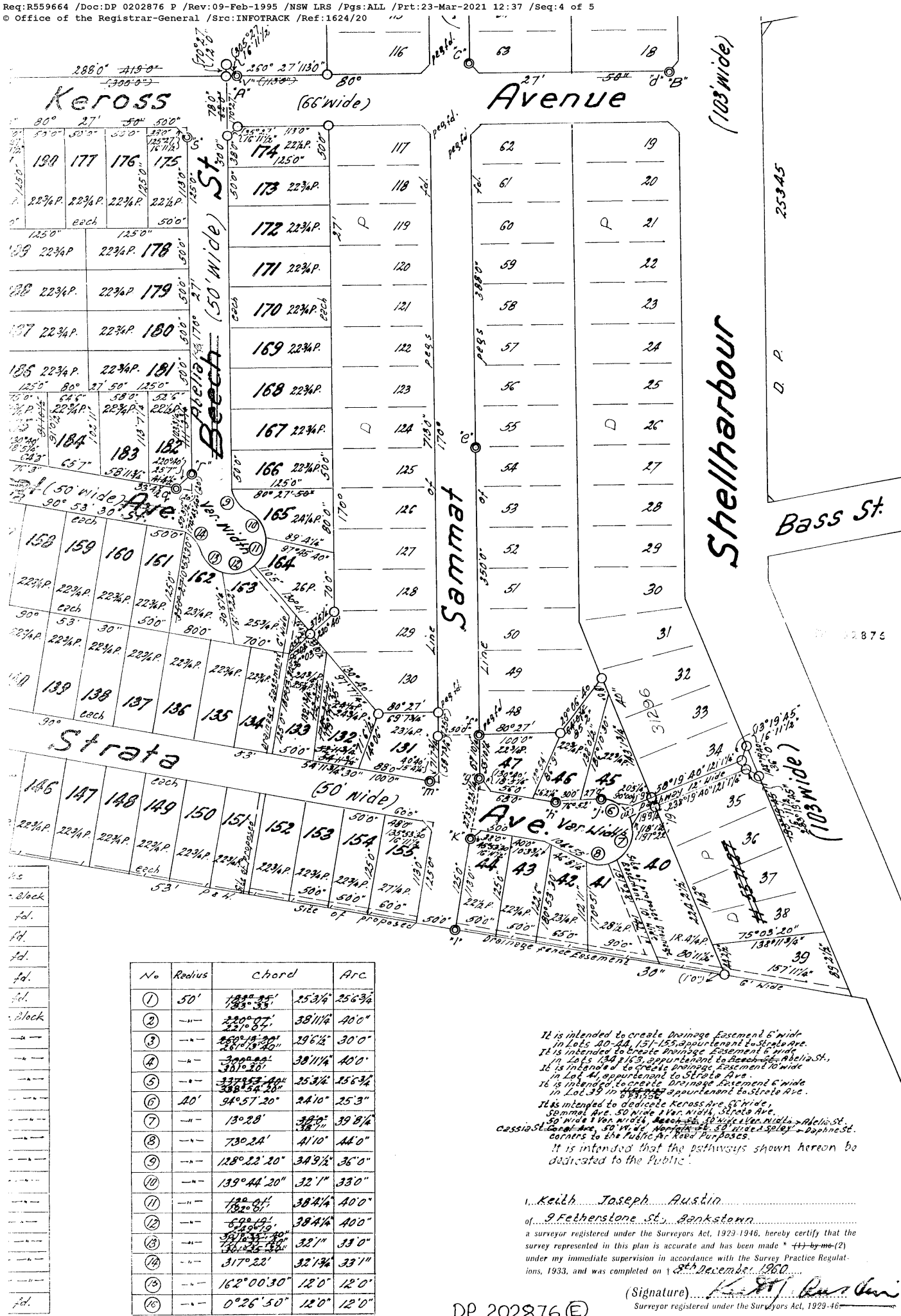
No. 2 of 1961

R. J. King  
Council Clerk.

Datum line of Azimuth A-B.

DP 0202876 (E)





CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

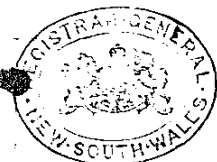
DP 202876		
FEET INCHES	METRES	
- 4 1/2	0.114	
- 9	0.229	
1 4	0.406	
1 6	0.457	
1 9	0.533	
1 11 1/2	0.597	
2 0 1/2	0.622	
3 3 5/8	1.006	
3 4 1/4	1.022	
4 -	1.219	
4 4 1/4	1.327	
5 -	1.524	
6 -	1.829	
7 9 5/8	2.378	
10 -	3.048	
10 3 3/4	3.143	
12 -	3.658	
12 1	3.683	
14 2 1/8	4.321	
14 4 1/4	4.375	
15 4 1/4	4.680	
15 8	4.775	
15 11 3/4	4.870	
16 11 1/2	5.169	
17 11 1/2	5.474	
18 -	5.486	
18 1 1/2	5.525	
18 5 1/4	5.620	
19 7	5.969	
19 9 1/4	6.026	
20 -	6.096	
20 4 1/4	6.204	
20 5 1/4	6.229	
23 1 1/4	7.042	
24 8 3/4	7.537	
24 10	7.569	
25 -	7.620	
25 3	7.696	
25 3 1/4	7.703	
25 4 1/4	7.728	
25 6 3/4	7.791	
25 7	7.798	
26 2 1/4	7.982	
26 4 1/4	8.033	
27 -	8.230	
27 3 1/2	8.319	
29 6 1/2	9.004	
30 -	9.144	
30 6 1/4	9.303	
31 0 1/2	9.462	
32 -	9.754	
32 1	9.779	
32 1 3/4	9.798	
32 2	9.804	
33 -	10.058	
33 0 1/2	10.071	
33 1	10.084	
33 4 1/2	10.173	
33 10 1/2	10.325	
34 9 1/2	10.605	
36 -	10.973	
36 1	10.998	
37 5 1/4	11.411	
37 5 1/2	11.417	
38 -	11.582	
38 1	11.608	
38 4 1/4	11.690	
38 7 3/4	11.779	
38 11 1/4	11.868	
39 8 1/4	12.097	
39 9 1/4	12.122	
40 -	12.192	
41 10	12.751	
43 3	13.183	
44 -	13.411	
45 3	13.792	
46 8 1/4	14.230	

CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

DP 202876 CONTINUED		
FEET INCHES	METRES	
48 -	14.630	
50 -	15.240	
50 3 1/2	15.329	
50 10	15.494	
52 6	16.002	
54 -	16.459	
54 11 3/4	16.738	
55 10 1/4	17.024	
56 -	17.069	
58 -	17.678	
58 11 3/4	17.977	
60 -	18.288	
64 3	19.583	
64 4 1/4	19.615	
64 6	19.660	
65 -	19.812	
65 2 1/2	19.876	
65 4 1/2	19.926	
65 7	19.990	
66 -	20.117	
66 2 1/4	20.174	
67 10 1/4	20.682	
67 10 1/2	20.688	
68 2 3/4	20.796	
69 7 3/4	21.228	
70 -	21.336	
71 6 1/2	21.806	
71 7 3/4	21.838	
72 -	21.946	
73 -	22.250	
75 -	22.860	
76 3	23.241	
77 2 1/2	23.533	
78 -	23.774	
80 -	24.384	
80 11 1/4	24.670	
80 11 1/2	24.676	
85 2	25.959	
85 3	26.035	
86 9	26.441	
88 -	26.822	
89 2 1/2	27.191	
89 4 1/4	27.235	
89 9 1/4	27.362	
90 -	27.432	
90 10	27.686	
91 -	27.737	
91 0 1/2	27.750	
94 -	28.651	
95 -	28.986	
95 3 1/2	29.085	
97 7 1/4	29.750	
100 -	30.480	
102 11	31.369	
103 -	31.394	
103 3 1/4	31.477	
105 -	32.004	
110 5	33.655	
111 10 3/4	34.106	
112 -	34.138	
112 11	34.417	
113 -	34.442	
113 7 1/4	34.627	
115 8	35.253	
120 -	36.576	
120 10 1/4	36.836	
121 1 1/4	36.913	
121 10 1/2	37.148	
122 6	37.338	
124 2 3/4	37.865	
125 -	38.100	
129 10 1/2	39.586	
130 -	39.624	
132 1 3/4	40.278	
138 0 1/2	42.075	
138 11 3/4	42.361	
141 10 1/2	43.244	

CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

DP 202876 CONTINUED		
FEET INCHES	METRES	
142 1	43.307	
143 1 3/4	43.631	
157 11 1/4	48.139	
224 2 1/2	68.339	
288 -	87.782	
332 1	101.219	
446 8 1/4	136.150	
448 -	136.550	
478 1 3/4	145.739	
573 -	174.650	
588 -	179.222	
669 7 3/4	204.108	
737 4 1/2	224.752	
886 9	270.281	
943 -	287.426	
950 4 3/4	289.681	
991 -	302.057	
1371 3	417.957	
1398 3 1/2	426.199	
1423 2	433.781	
1453 1 3/4	442.919	
1672 2 1/4	509.683	
AC RD P SQ M		
- 22 1/2	569.1	
- 22 3/4	575.4	
- 23 1/4	588.1	
- 23 3/4	600.7	
- 24	607	
- 24 1/4	613.4	
- 24 1/2	619.7	
- 24 3/4	626	
- 25 3/4	651.3	
- 26	657.6	
- 27 1/4	689.2	
- 28 1/2	720.8	
- 30 1/4	765.1	
- 34	860	
- 1 4 1/4	1119	
AC RD P HA		
9 3 10 1/2	3.972	
57 2 10 3/4	23.3	



NEW SOUTH WALES  
MEMORANDUM OF TRANSFER  
(REAL PROPERTY ACT, 1900.)

Fees—  
Lodgment ...  
Endorsement ...  
Certificate ...

(Trusts must not be disclosed  
the transfer

I, PERPETUAL TRUSTEE COMPANY (LIMITED)

(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 Six hundred and four pounds ten shillings

(£304-10-0) (the receipt whereof is hereby acknowledged) paid to it by

EDWARD THOMAS of Shellharbour Surveyor

(herein called transferee )

do hereby transfer to the said transferee

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

County.	Parish.	State if Whole or Part.	Vol.	Fol.
London	Terragong	the whole	3474	162

And the transferee covenants with the transferor for himself and his assigns  
hereby for the benefit of the adjoining land being Lots 5 and 6 on  
deposited Plan No. 1 0 9 7 0 but only during the ownership thereof by  
the Transferor its successors and assigns other than Purchasers on sale  
covenants with the Transferor its successors and assigns that no fence  
shall be erected on the land hereby transferred to divide it from such  
adjoining land without the consent of the Transferor its successors and  
assigns but such consent shall not be withheld if such fence is erected  
without expense to the Transferor its successors and assigns and in  
favour of any person dealing with the Transferee or his assigns such  
consent shall be deemed to have been given in respect of any such fence  
for the time being erected AND this restriction may be released by the  
owner or owners for the time being of such adjoining land.

ENCUMBRANCES, &c., REFERRED TO:

contained in Instrument No. A949569.  
Subject to Covenant/noted on Certificate of Title

Signed at Sydney the Thirteenth day of March 1910  
Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

The Seal of the PERPETUAL  
TRUSTEE COMPANY (LIMITED)  
was hereto affixed by order of the  
Board of Directors in the presence of

Signed W. Douglas Manager

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

W. J. Armstrong  
Clark & Dods Richardson  
Solicitors Sydney.

Transferee.

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

b If the parties are state  
whether as joint tenants or  
tenants in common.

c If all the references to "the  
land" are to be inserted, a  
form of land to be obtained  
at L.T.O. may be added.  
Any such form must be signed  
by the parties and their sig-  
natures witnessed.  
These references will suffice if  
the whole land is the grant or  
certificate to be transferred.  
If part only is to be trans-  
ferred, the parties must sign  
the part to be transferred,  
being the part of the  
land to be transferred, and  
the part to be retained.  
When the consent of the  
land to be transferred is  
a subdivision, the certificate  
and plan must be in the  
form of the Act, and should  
accompany the transfer.

d Strike out if unnecessary.  
Covenants should comply  
with Section 89 of the  
Conveyancing Act, 1900.  
Here may be set forth  
any right-of-way or easement  
or exception.  
Any person in addition  
or in discharge of the  
covenants, notified by the  
Act may also be notified.

e A very short note will suffice.

f If executed within the State  
this instrument must be  
signed and attested before  
the Registrar-General or  
his Deputy, or before a  
Notary Public, or before a  
Commissioner for Affidavits,  
to whom the Transferor is  
known, otherwise the attes-  
tation must appear  
to be one of the above func-  
tionaries to make a declara-  
tion of the instrument.  
Attestation is also required  
if the instrument is  
executed outside the State.

g Repeat attestation if  
transferee.

h If the transferor or Trans-  
feree is a firm, a mark, the  
attestation in that state "that  
the instrument was read over  
and explained to him, and  
that he appeared fully to  
understand the same."

\* If the instrument is of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2  
signed by the attorney before a witness.

+ If the instrument is a mortgage, the transferee must certify that the above Certificate is signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a  
damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

Verifications must be made by evidence. 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.

N<sup>o</sup>. 959542

LODGED BY

*W. King*  
*Richardson*

CONSENT OF MORTGAGEE.

I, *Richardson*, mortgagee under Mortgage No. *10*,  
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.

Dated at *this*  
day of *192*

Mortgagee.

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby 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 *192*

Signed at the place and on the date above-  
mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at *the* day of *one thousand nine*  
*hundred and twenty* 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.*

MEMORANDUM OF TRANSFER OF

*100* Acres *3* roads *5* perches.

*Lot 1 DP 10919*

*subject to covenants*

*Shire*  
Municipality *Shellharbour*

Parish *County*

*Edward Thomas* Transferee.

DOCUMENTS LODGED HEREWITH

To be filed in by the Registrar-General.

Nature.	No.	Reg'd Propn, Mortgage, etc.

Particulars entered in Register Book, Vol. *3474* Fol. *162*

the *2<sup>nd</sup>* day of *May* 192*30*,  
at *minutes 4* o'clock in the *afternoon*.

Registrar General

PROGRESS RECORD.

	Initials.	Date.
to Survey Branch		
removed from Records		
written		
examined		
prepared		
examined		
forwarded		
of Engrossers		
Registration Clerk		
FOL.	FOL.	
Fees		
Additional Folios		

If the parties be resident without the State, but in any other part of the British Dominions,  
the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles  
of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales,  
or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any  
municipal or local government corporation of such part, or the Governor, Government Resident,  
or Chief Secretary of such part or such other person as the Chief Justice of New South Wales  
may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation  
or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British  
Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation,  
Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should  
affix his seal of office, or the attesting witness may make a declaration of the same in the  
presence of 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.

The fees are:—Lodgment fee 12/6 (includes engrossment on first certificate) and 1/6 for  
each additional certificate included in the Transfer, and 1/6 for every new Certificate if produced,  
unless the consideration is over £1,000, in which case the Certificate fee will be 2/6. In the  
fees, however, may be necessary in cases involving more than a stamp, to take out more than  
six folios of engrossing.

Tenants in common must receive separate Certificates

If part only of the land is transferred a new Certificate must issue, but the old Certificate  
may remain in the Office, or the Transferor may take out a new Certificate for the residue.

Certificate

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

A949589N

FEE SIMPLE.

Name, residence, occupation, or other designation, in full, of transferor.

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

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

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

Name, residence, occupation, or other designation, in full, of transferee.

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

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

Area in acres, rods, or perches.

Parish or town and county.

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

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

Strike out if not appropriate.

These references will suffice, if the whole land in the grant or certificate be transferred.

But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:—  
"as delineated in the plan hereon (or annexed hereto)" or "described as follows, viz:—"

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

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

WE, JOHN ERNEST REDDALL of Peterborough, General, GEORGE D'ARCY REDDALL of Peterborough, Grantee, OSBORNE HENRY REDDALL of Randwick, Medical Practitioner, ELISA CHARLOTTE LUCIA GOWING wife of Robert Preston Gowing of Sydney, Merchant, MARION CLARE REDDALL wife of the said Osborne Henry Reddall, IRENE LYNCH wife of Stephen Frederick Lynch of Randwick, Medical Practitioner and HERBERT LEOPRIC BARNES of Sydney, Bank Manager, as tenants in common, being registered as the proprietors of an estate in fee simple in the land hereinafter described,

subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of

SIX HUNDRED AND FIFTY POUNDS

(£ 650-----)

paid to <sup>us</sup> ~~her~~ by LYNETTE VIOLET CALDWELL of Roseville, Spinster

the receipt whereof I hereby acknowledged

do hereby transfer to the said Lynette Violet Caldwell

~~ALL OUR~~ Estate and Interest, as such registered proprietor, in ~~ALL THAT~~ piece of land containing one hundred acres three rods five perches

situate in the Parish of Terragong County of Camden

being <sup>part</sup> of the land comprised in Certificates of Title

dated 28th May 1921 registered volume No. 3191 folios 42, 43, 44 and 45 and in Certificates of Title dated 11th August 1921 registered

~~and also in the pieces of land as follows:—~~

Volume 3215 Folios 103, 104 and 105 and being Lot 7 on Deposited Plan No. 10970

AND the Transferee so as to bind herself her heirs executors administrators and assigns hereby covenants with the Transferors their heirs executors administrators and assigns other than purchasers on sale that no fence shall be erected on the land hereby transferred to divide it from the adjoining land without the consent of the transferors their heirs executors administrators or assigns other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the transferors their heirs executors administrators or assigns other than purchasers on sale and in favour of any person dealing with the Transferee or her assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected

[Rule up all blanks before signing.]

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

[Price, Gd.]



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

AND the Transferree so as to bind herself her heirs executors and administrators and assigns doth hereby covenant with the Transferrors their heirs executors and administrators that she shall not require claim call for or attempt to recover from the Transferrors or any of them in case of expense of any dividing fence erected or to be erected between Lot 7 and any other lots on Deposited Plan No. 10970.

(a) The land of which the benefit of this covenant is intended to be appurtenant is the residue of the land comprised in the subject Certificates of Title herein.

(b) The land which is to be subject to the burden of such covenant is the land comprised in this Memorandum of Transfer.

(c) The persons by whom or with whose consent the covenant may be released or varied or modified are the ~~Transferrors~~ their heirs executors administrators or assigns other than purchasers on sale

MEMORANDUM OF ENCUMBRANCES &C. REFERRED TO.

Nil

[Rule up all blanks before signing.]

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

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

n Repeat attestation for additional parties if required.

In witness whereof, <sup>we</sup> I have hereunto subscribed <sup>our</sup> names at Sydney  
the thirtieth day of April in the year  
of our Lord one thousand nine hundred and twenty three

Signed in my presence by the said

MR. JOHN ERNEST REDDALL

WHO IS PERSONALLY KNOWN TO ME

*Handwritten signature: L. Spencer*

Signed in my presence by the said  
GEORGE D'ARCY REDDALL who is personally known to me

Signed in my presence by the said  
OSBORNE HENRY REDDALL and MARION CLARE REDDALL who are personally known to me

Signed in my presence by the said  
ELISA CHARLOTTE LUCIA GOWING who is personally known to me

Signed in my presence by the said  
IRENE LYNCH who is personally known to me

Signed in my presence by the said  
HERBERT LEOPRIC BARNES who is personally known to me

*Handwritten signature: J. E. Reddall*  
Transferrer.

*Handwritten signature: G. D. Reddall*

*Handwritten signature: M. C. Reddall*

*Handwritten signature: E. C. Lucia Gowing*

*Handwritten signature: Irene Lynch*

*Handwritten signature: D. J. Phillips*

*Handwritten signature: H. Leopric Barnes*

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

Signed in my presence by the said

LYNETTE VIOLET CALDWELL

WHO IS PERSONALLY KNOWN TO ME

*Frank J. Caldwell*  
*W. J. Smith*

*L. V. Caldwell*  
Transferree.

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

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

FORM OF DECLARATION BY 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 his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

u

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits.

Not required if the instrument itself be made or acknowledged before one of these parties.

Name of witness and residence.

Name of Transferor.

Name of Transferor.

100 d. 3r. 2p. 207 1. 10 1. 10970

Mun. Shellharbour, Ph Terragong (Name)  
80 Camden.

Ed. Robinson

(Address)

Ed. Robinson

Subject to Covenant

Transferror.

A

949589

Lynette Violet baldwell

Transferee.

Particulars entered in the Register Book, Vol. 3191

Folio 5 42, 43, 44 & 45  
Vol. 3215 folio 103, 104 & 105

the 2<sup>nd</sup> day of July, 1923,  
at minutes 12 o'clock  
in the noon.

Registrar General



	DATE	INITIALS
SENT TO SURVEY BRANCH	1/6/23	ED
RECEIVED FROM RECORDS	30/5/23	ED
DRAFT WRITTEN	29/6/23	ED
DRAFT EXAMINED	29	ED
DIAGRAM COMPLETE	29.6.23	ED
DIAGRAM EXAMINED	30.6.23	ED
DRAFT FORWARDED	30	ED
RETD. TO RECORDS (REQUISITION)		
RETURNED FROM RECORDS (REGISTRAR)		
CERTIFICATE ENCLOSED		
SUPT. OF ENCLOSURES	JUL 1923	ED
DEP. REGISTRAR GENERAL		

VOL. 3474 FOL. 162

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

No Transfer can be registered until the fees are paid.  
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.  
Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.  
The fees on transfer are 10s. and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.  
The Transfer is complete from the moment it is recorded.  
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

N.B. - ALL LANDS GRANTED FROM THE CROWN SINCE 1ST JANUARY, 1863, ARE, *ipso facto*, UNDER THE PROVISIONS OF THE REAL PROPERTY ACT AND MUST BE DEALT WITH IN THE FORMS PRESCRIBED BY THAT ACT.

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



R.P. 13A. No. **J 911653**  
New South Wales

**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900.)



(This 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 permanent black non-copying.

**I, STRATA DEVELOPMENT CORPORATION LIMITED**

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

being registered as the proprietor of an estate in fee simple\* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the sum of **TEN THOUSAND POUNDS** (£10,000. 0. 0) (the receipt whereof is hereby acknowledged) paid to it by

**JUDITH CHRISTANA FYFE**

(herein called transferor)

do hereby transfer to

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.

the said **JUDITH CHRISTANA FYFE** of 47 Mount Ousley Road, Fairy Meadow in the State of New South Wales, Married Woman

(herein called transferee)

The description 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. If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being Lot sec. D.P. " or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. Fol.

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

ALL such its 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.	
CAMDEN	TERRAGONG	WHOLE	9355	172 173 174	
			9181	59 61 77 79 80 82 84 88 - 97 inclusive	

J911653

(2)

And the transferee covenant(s) with the transferor:

1. That the Transferee will not erect or suffer to be erected more than one main building upon each lot hereby transferred and will not permit or suffer any such main building to be used for any purpose other than as a private dwelling house or to have an area of less than 850 square feet.

2. That the Transferee will not erect or suffer to be erected any building upon any lot hereby transferred of material other than (in the case of external walls) new brick, stone, timber, brick veneer, concrete, fibro cement or other material approved of in writing by the Transferor and (in the case of the roof) of materials other than new tiles or new corrugated fibro cement.

3. That the Transferee shall not erect or suffer to be erected upon any lot hereby transferred any building previously erected on other land and will not permit any caravan or tent to stand or remain upon any lot hereby transferred.

4. That not any of the lots hereby transferred shall be used for residential purposes until the main building hereinbefore referred to has been completed in accordance with the requirements of the covenants herein contained and with plans and specifications approved by the local Council and until such lot has been enclosed by a proper fence.

5. That the Transferee will not permit any building having external walls of fibro cement or concrete or cement rendered bricks to remain unpainted for two months after the date of completion of such building and shall not permit any building having external walls of timber to remain either unpainted or unsealed for two months after the date of completion of such building.

6. That no fence shall be erected upon the land hereby transferred to divide it from the adjoining land (namely lots 36 in Deposited Plan No. 31296 and lots 40, 42, 130, 133, 138, 159, 161 and 193 in Deposited Plan No. 202876) of the Transferor its successors or assigns other than purchasers on sale without the written consent of the Transferor its successors or said assigns PROVIDED THAT such consent shall not be withheld if any such fence is erected without expense to the Transferor its successors or said assigns and in favour of any person dealing with the Transferee such consent shall be deemed to have been given in respect of every such fence for the time being erected.

AND IT IS HEREBY AGREED AND DECLARED that the benefit of the foregoing building covenants shall be appurtenant to each of the lots comprised in Deposited Plans Numbered 31296 and 202876 other than the lots hereby transferred; that the benefit of the foregoing fencing covenant shall be appurtenant to the said adjoining land of the Transferor; that the burden of the foregoing building and fencing covenants shall be attached to the land hereby transferred; and that the foregoing covenants may be released varied or modified by Strata Development Corporation Limited or its successors PROVIDED HOWEVER that the Transferor shall not be deemed to have created a building scheme hereunder as to deprive it of the sole right to release vary or modify the within covenants or any of them or any part of them.

d 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, 1919-1954.

\* A very short title will suffice.

#### ENCUMBRANCES, &c. REFERRED TO.

Reservations and conditions, if any, contained in Crown Grant

Easements for drainage 6' wide affecting lots 43, 134, 151 and 152 shown in the plan as

"Site of Proposed Drainage Easement 6' wide" created by the registration of Deposited Plan No. 202876.

Easements for drainage affecting lot 41 shown in the plan as "Site of Proposed Drainage Easement 6' wide" and as "Site of Proposed Drainage Easement 10' wide" created by the registration of Deposited Plan No. 202876.

Covenants contained in Transfers Nos. A949589 and B959542 affecting each of the lots comprised in Certificates of Title Volume 9181 Folios 59, 61, 77, 79, 80, 82, 84, 88 - 97 inclusive.

K 1163-2 St 427

If the Transferee or Transferees 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 Commissioner for Affidavits, to whom the Transferee is known, otherwise the attesting witness 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 such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits 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, Government Resident, or Chief Secretary of such 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, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal to the 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.

Signed at Wollongong

29th

day of

January 1975

~~XXXXXX IN MY PRESENCE BY THE TRANSFEROR~~  
**THE COMMON SEAL OF STRATA**  
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
**DEVELOPMENT CORPORATION LIMITED**  
was hereunto affixed by the authority of the Directors previously given and in the presence of:-

*M. W. Allen*  
Secretary

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

*M. W. Allen*  
Wollongong

*Judith E. Lyle*

Transferee(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 same 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 such Transferee or his Solicitor or Conveyancer, and render 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 these substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

J 91165C

LODGED BY

REED, HANIGAN & TURNER  
 LAW STATIONERS  
 82 PITT STREET, SYDNEY

No. \_\_\_\_\_

**FEES.**

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

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 5s. 6d. Where such instrument is to be endorsed on more than one folium 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 10s. 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.
- (c) Where a new Certificate of Title must issue the scale charges are—
  - (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
  - (ii) £2 10s. 6d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
  - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.

Where the grossing exceeds 15 folios, an amount of 5s. per folium extra fee is payable.

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging dealing.

1 20 Receipts } Received Docs.  
 2 \_\_\_\_\_ } Nos.  
 3 \_\_\_\_\_ }  
 4 \_\_\_\_\_ } Receiving Clerk.  
 5 \_\_\_\_\_  
 6 \_\_\_\_\_

**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.

INDEXED	MEMORANDUM OF TRANSFER
Checked by	Particulars entered in Register Book as per Schedule Volume _____ Folio _____
Passed (in S.D.B.) by	the <u>5<sup>th</sup></u> day of <u>February</u> 19 <u>65</u> at _____
Signed by	_____ minutes past <u>11</u> o'clock in the _____   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 Engrossers		
Cancellation Clerk		
Vol.	Fol.	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

# Sewer Service Diagram

Application Number: 8000565117

**METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD**  
**SEWERAGE SERVICE DIAGRAM**

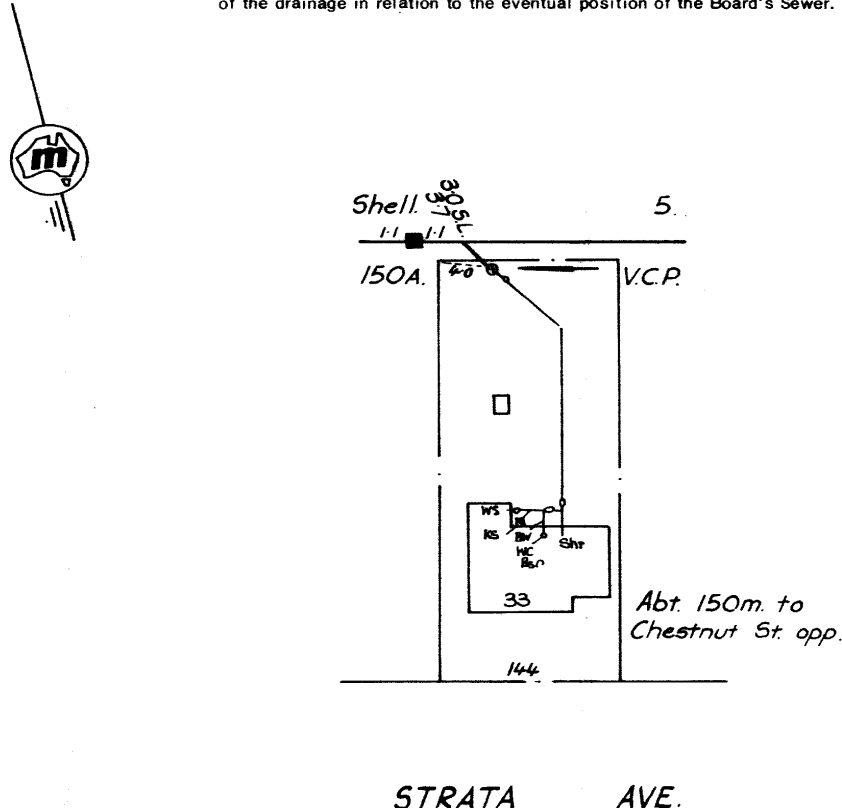
Municipality of *Shell*  
*Barrack Hts.*

No. 55270  
*Gough*

<input type="checkbox"/> Boundary Trap	<input type="checkbox"/> RV Reflux Valve	<input type="checkbox"/> IP Induct Pipe	<input type="checkbox"/> Bsn Basin
<input type="checkbox"/> Inspection Shaft	<input type="checkbox"/> Cleaning Eye	<input type="checkbox"/> MF Mica Flap	<input type="checkbox"/> Shr Shower
<input type="checkbox"/> Pit	<input type="checkbox"/> OVERT Vertical Pipe	<input type="checkbox"/> T Tubs	<input type="checkbox"/> WIP Wrought Iron Pipe
<input type="checkbox"/> GI Grease Interceptor	<input type="checkbox"/> VP Vent Pipe	<input type="checkbox"/> KS Kitchen Sink	<input type="checkbox"/> CIP Cast Iron Pipe
<input type="checkbox"/> Gully	<input type="checkbox"/> SVP Soil Vent Pipe	<input type="checkbox"/> WC Water Closet	<input type="checkbox"/> FW Floor Waste
<input type="checkbox"/> PT P Trap	<input type="checkbox"/> DCC Down Cast Cowl	<input type="checkbox"/> BW Bath Waste	<input type="checkbox"/> WM Washing Machine

**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. *100 07396 O* W.C.s. *11872* U.C.s. *11872* **Scale 1 : 500** For House Services Engineer

DRAINAGE		BRANCH OFFICE		PLUMBING	
W.C.	Supervised by	Date		Supervised by	Date
Bth.	Inspector				
Shr.					
Bsn.					
K.S.					
T.	Chief Inspector	Date	<i>Shell</i>	Inspector	5086 163
Plg.					
Dge. Int.					
Dge. Ext.					
Tracing Checked		Boundary Trap			
		is not required			

Document generated at 23-03-2021 12:50:54 PM

**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**.



**Service Location Print**  
Application Number: 8000565074



Document generated at 23-03-2021 12:51:02 PM

**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**.

# 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

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## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### 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**.



Revenue

Enquiry ID	3447087
Agent ID	81429403
Issue Date	23 Mar 2021
Correspondence ID	1723217665
Your reference	1624/20

INFOTRACK PTY LIMITED  
DX Box 578  
SYDNEY

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

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value
D202876/144	33 STRATA AVE BARRACK HEIGHTS 2528	\$319 667

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

---

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

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

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

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

### When is a certificate not clear from land tax?

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

### How do I clear a certificate?

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

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

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

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

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

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



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

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

To: Beyond Property Legal Solutions (Vendor's Solicitor)

From: ..... (Purchaser's Solicitor/Conveyancer)

Date: .....

RE: ..... **(VENDOR) SALE TO** ..... **(PURCHASER)**  
 ..... **(PROPERTY)**

## REQUISITIONS ON TITLE - TORRENS TITLE TOWN LAND

(Throughout these Requisitions, "Vendor" and "Purchaser" means the Vendor and Purchaser referred to in the relevant Contract for Sale and references to "Clause" or "Clauses" relate to those in the standard 2019 Edition of the Contract for Sale.)

1	Unless the Contract states otherwise, vacant possession of the Property must be given on completion.	
2	Is anyone in adverse possession of any part of the Property?	
3	If the Property is sold with a tenant:	
3.1	What is the nature and the terms of that tenancy or occupation?	
3.2	If the terms are in writing, all relevant documents should be provided, shown to be in order and delivered to the Purchaser by or on completion together with a Notice of Attornment.	
3.3	Please provide details of existing breaches, if any.	
3.4	All rent must be paid up to or past the date of completion and adjusted in the settlement figures.	
3.5	Please provide the details of any bond and the Rental Bond Board's reference number.	
3.6	If a bond is held by the Rental Bond Board, transfer documents signed by the Vendor must be delivered to the Purchase by or on completion.	
3.7	Is the Property affected by a protected tenancy (by Parts 2, 3, 4 or 5 of the <i>Landlord &amp; Tenant (Amendment) Act 1948 (NSW)</i> )? If so, please provide details.	
3.8	If the tenancy is subject to the <i>Residential Tenancies Act 2010 (NSW)</i> :-	
3.8.1	Has the Vendor, any predecessor in title or the tenant applied to the NSW Civil & Administrative Tribunal for an order?	
3.8.2	Have orders been made by the NSW Civil & Administrative Tribunal? If yes, please provide details.	
4	Subject to the matters raised in Requisition 5 - on completion, the Vendor must be the registered proprietor (in fee simple) of the Property and be free from all encumbrances and notations.	
5	On or before completion, any mortgage, caveat, writ must be discharged, withdrawn, cancelled as the case may be.	
6	Is there any court or tribunal proceedings running or completed that could lead to a writ being registered on the title to the Property or in the General Register of Deeds? If yes, full details must be provided at least 14 days prior to completion.	
7	Are any fixtures or other inclusions subject to a hire or lease agreement or charge or to any security interest under the <i>Personal Properties Securities Act 2009 (Cth)</i> ? If yes, details must be provided and all debt must be cleared so that title is transferred to the Vendor without encumbrance before completion.	
8	All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.	
9	Is the Vendor liable to pay Land Tax or is the Property otherwise charged or liable to be charged with Land Tax up to and including the current year on completion? If yes:	
9.1	When was the last Return lodged and what year was it made to?	
9.2	What is the Land Tax Value of the Property for the year current at date of completion?	
9.3.1	The Vendor must serve on the Purchaser a current Land Tax Clearance Certificate (issued under Section 47 of the <i>Land Tax Management Act 1956 (NSW)</i> ), <b>not more than 3 months old</b> , at least 14 days before completion. If it is not clear, then -	

9.3.2	Ensure that a Land Tax Clearance Quote is provided to the Purchaser for payment from the Vendor's funds at completion.	
10	Is the Vendor in possession of a Survey Report? If so, please produce a copy for inspection prior to completion. The original should be provided to the Purchaser's solicitor before or on completion.	
11	Subject to any disclosures in the Contract, a survey of the Property should be satisfactory. It must show that the whole of the Property is available and that there are no encroachments by or upon the Property.	
12	With regard to the Property:	
12.1	Have all of the provisions of the <i>Local Government Act (NSW)</i> , the <i>Environmental Planning &amp; Assessment Act 1979 (NSW)</i> and their respective Regulations been complied with?	
12.2	Is there any matter that could justify the making of an upgrade or demolition order in respect of any building or structure on the Property?	
12.3	Does the Vendor have a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If yes, it should be provided to the Purchaser's solicitor before or on completion. Please provide a copy in advance.	
12.4	Does the Vendor have an Occupation Certificate (as it is referred to in S.6.4 of the <i>Environmental Planning &amp; Assessment Act</i> ) or a Final Occupation Certificate (as it was referred to in the former S.109C of that Act, prior to 1 December 2019) for all current buildings and structures? If yes, it should be provided to the Purchaser's solicitor before or on completion. Please provide a copy in advance.	
12.5	With regard to any residential building work carried out in the last 7 years:	
12.5.1	please provide details of the building work carried out;	
12.5.2	when was the building work completed?	
12.5.3	please provide the builder's name and licence number;	
12.5.4	please provide details of the builder's insurance or any alternate indemnity product under the <i>Home Building Act 1989 (NSW)</i> .	
12.6	Has the Vendor any Warranty Certificates relating to inclusions and/or pest treatments? If yes, they are requested to leave these in the Property on completion.	
12.7	Are there any proposals to make any additions or alterations or to erect any new structures on the Property? If yes, please provide details.	
12.8	Has any work been carried out by the Vendor on the Property? If yes:	
12.8.1	has the work been carried out in accordance with all necessary approvals and consents?	
12.8.2	does the Vendor have any continuing obligations in relation to the Property?	
13	Is the Vendor aware of any proposals to:	
13.1	resume the whole or any part of the Property?	
13.2	carry out building alterations to an adjoining Lot which may affect the boundary of the Property?	
13.3	deal with, acquire, transfer, lease or dedicate any of the Property?	
13.4	dispose of or otherwise deal with the Property?	
13.5	create, vary or extinguish any easements, restrictions or positive covenants over the Property?	
14.1	Has the Vendor (or any predecessor in title) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?	
14.2	Is there any planning agreement or other arrangement referred to in s7.4 of the <i>Environmental Planning and Assessment Act</i> , (registered or unregistered) affecting the Property? If so, please provide details and indicate if there are any proposals for amendment or revocation.	
15	In relation to any swimming pool on the Property:	
15.1	Did its installation or construction commence before or after 1 August 1990?	

15.2	Has the swimming pool been installed or constructed in accordance with approvals under the <i>Local Government Act 1919 (NSW)</i> and <i>Local Government Act 1993 (NSW)</i> ?	
15.3	Does it comply with the provisions of the <i>Swimming Pool Act 1992 (NSW)</i> and Regulations relating to access? If not, please provide details or the exemptions claimed.	
15.4	Have any notices or orders issued or been threatened under the <i>Swimming Pools Act 1992 (NSW)</i> or Regulations?	
15.5	If a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the Contract;	
15.6	Originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.	
16.1	Is the Vendor aware of any dispute regarding boundary or dividing fences related to the Property?	
16.2	Is the Vendor aware of any notice, claim or proceedings under the Dividing Fences Act 1991 (NSW) or the Encroachment of Buildings Act 1922 (NSW) affecting the affecting the Property?	
17	In respect of the Property:	
17.1	Is the Vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?	
17.2	Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?	
17.3	Is the Vendor aware of:	
17.3.1	Any road, drain sewer or storm water channel which intersects or runs through them?	
17.3.2	Any dedication to or use by the public of any right of way or other easement over any part of them?	
17.3.3	Any latent defects in them?	
17.4	Has the Vendor any notice or knowledge of them being affected by the following:	
17.4.1	Any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If yes, such notice must be complied with prior to completion.	
17.4.2	Any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the Purchaser?	
17.4.3	Any sum due to any local or public authority recoverable from the Purchaser? If yes, it must be paid prior to completion.	
17.4.4	Any realignment or proposed realignment of any road adjoining them?	
17.4.5	The existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?	
17.4.6	Solar Panels installed on the Property - if yes, who carried out the installation?	
18.1	If a licence benefits the Property please provide a copy and indicate:	
18.1.1	whether there are any existing breaches by any part to it;	
18.1.2	whether there are any matters in dispute; and	
18.1.3	whether the licensor holds any deposit, bond or guarantee.	
18.2	In relation to such licence:	
18.2.1	All licence fees and other moneys payable should be paid up to any beyond the date of completion.	
18.2.2	The Vendor must comply with all requirements to allow the benefit to pass to the Purchaser.	
19	Are there any applications made, proposed or threatened, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the Property which are yet to be determined? If so, please provide particulars.	
20	Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property which involve the Vendor? If so, please provide particulars.	



21	Are there any:	
21.1	orders of the Tribunal;	
21.2	notices of or investigations by the Vendor;	
21.3	notices or orders issued by any Court; or	
21.4	notices or orders issued by the Council or any public authority or water authority affecting the Property not yet complied with? In so far as they impose any obligation on the Vendor they should be complied with by the Vendor before completion.	
22	Have any orders been made by any Court or Tribunal that money (including costs) payable by the Vendor be paid from contributions levied in relation to the Property? If so, please provide particulars.	
23	Has the Vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?	
24	Has the Vendor met all of its obligations relating to:	
24.1	fire safety;	
24.2	child-safe window locks (where required);	
24.3	building defects and rectification in relation to any applicable warranties under the <i>Home Building Act 1989 (NSW)</i> ;	
24.4	Lodgement of tax returns with the Australian Taxation Office and has all tax liability been paid?	
25	If the Contract discloses that the Vendor is a trustee, evidence must be produced to establish the trustee's power to sell.	
26	If not attached to the Contract, unless the transaction is an excluded transaction, the Vendor must serve the Purchaser with the relevant CGT Foreign Resident Clearance Certificate/s under Section 14-220 of Schedule 1 of the <i>Taxation Administration Act 1953 (Cth)</i> at least 7 days prior to completion.	
27	Prior to completion, the Vendor must furnish complete details to enable the Purchaser to make any GST Residential Withholding payment to the ATO and/or any outstanding Land Tax liability to State Revenue at completion.	
28	If the Transfer or any document to be handed over on completion is executed pursuant to a Power of Attorney and a copy of the registered Power of Attorney was not attached to the Contract then, at least 7 days prior to completion, such copy must be provided to the Purchaser's solicitor and found in order.	
29	Searches, surveys and enquiries must prove satisfactory.	
30	The Purchaser reserves the right to make further requisitions prior to completion.	
31	We will assume that your replies to these requisitions remain unchanged as at completion unless we are properly served with an alternate reply prior to that time.	