

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Real Estate - Shellharbour Shop 18, 23 Addison Street, Shellharbour NSW 2529 Email: matt@coastsidefn.com.au	Phone: 02 4295 5033 Fax: 02 4295 5066 Ref: Matt Hutchison
co-agent	Not applicable	
vendor	Peter Dimovski and Renae Dimovski	
vendor's solicitor	CVC Conveyancing Suite 18, 30 Market Street, Wollongong NSW 2500 PO Box 360, Wollongong NSW 2520 DX 27826 Wollongong Court Email: felicity@cvcconveyancing.com.au	Phone: 4226 2333 Fax: 4225 0046 Ref: FT:S020600
date for completion	42 days after the date of this contract (clause 15)	
land (address, plan details and title reference)	16 Charlton Street, Mount Warrigal NSW 2528 Lot 149 in Deposited Plan 222964 Folio Identifier 149/222964	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <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: Pool	
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 checked="" 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 type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
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

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

witness

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

Choices

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

Nominated Electronic Lodgement Network (ELN) (clause 30):
Electronic transaction (clause 30)

no YES

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

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

Land tax is adjustable NO yes

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

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

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

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

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

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

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

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

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

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

GSTRW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General	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 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 checked="" 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 type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<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
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input checked="" type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input checked="" 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

SECTION 66W CERTIFICATE

I,
of _____,
certify as follows:

1. I am a _____ currently admitted to practise in New South Wales.

2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 16 Charlton Street, Mount Warrigal NSW 2528, from **Peter Dimovski and Renae Dimovski** to _____ in order that there is no cooling off period in relation to that Contract.

3. I do not act for **Peter Dimovski and Renae Dimovski** and am not employed in the legal practice of a solicitor acting for **Peter Dimovski and Renae Dimovski** nor am I a member or employee of a firm of which a Solicitor acting for **Peter Dimovski and Renae Dimovski** is a member or employee.

4. I have explained _____ to _____ :
 - (a) The effect of the Contract for the purchase of that property;
 - (b) The nature of this Certificate; and
 - (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period in relation to the Contract.

Dated: _____

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is **NO COOLING OFF PERIOD**:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* 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 *servicing* 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 *servicing* 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 *servicing* 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 *servicing* 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

33. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

34. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

35. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

36. Late completion

36.1 In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

36.2 In addition, the Purchaser shall pay the sum of \$220.00 to cover legal costs incurred by the Vendor as a consequence of the delay, as a genuine pre-estimate of additional expenses to be allowed by the Purchaser as an additional adjustment on completion; and

37. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

38. Deposit by instalments

37.1 The Purchaser/s must pay the full ten (10%) deposit as follows;

38.1.1 As to the sum of \$ _____ on or before the making of this Contract;

38.1.2 As to the balance of the ten 10% deposit on or before the completion date or on demand by the vendor's.

and in each respect time is essential.

38.2 The Vendor will only be entitled to make a demand for payment of the balance of the deposit if the Purchasers are in default in an essential respect of their obligations under the terms of this Contract.

38.3 If the Purchaser/s fail to provide the balance of the deposit after demand or if the Vendor's are entitled to keep or recover the deposit then the Vendor's may recover the balance of the deposit as a liquidated debt.

39. Settlement venue

Settlement is to take place via Pexa Platform

In the event that the vendor agrees to a request from the purchaser to attend settlement via paper, the purchaser agrees to pay the vendor's legal fees and other expenses incurred as a result. It is agreed that the sum of one hundred and sixty-five dollars (\$165.00) is a genuine pre-estimate of the vendor's additional expenses

incurred and that sum will be allowed by the purchaser as an adjustment on completion.

40. Sale subject to tenancy

If this Contract indicates that the sale is subject to an existing tenancy:

40.1 The Vendor shall not, before completion accept any surrender of tenancy before the expiry of the Residential and or Commercial Tenancy Agreement.

40.2 The Purchaser is not entitled to object, make any claim, or to terminate or rescind because any one or more of the tenants shall vacate the premises occupied by them at the date of this Contract before completion:

40.2.1 On expiry of the Residential and/or Commercial Tenancy Agreement;

40.2.2 Following lawful termination of the tenancy by the tenant or by the Vendor with the Purchaser's consent;

40.2.3 By abandoning the premises in repudiation of the lease.

41. Further amendments

- (i) Clause 7.1.1 is deleted.
- (ii) Clause 14.4.2 is deleted
- (iii) Clause 24.3.3 is deleted
- (iv) Clause 25.1.1 is amended by deleting the words "limited"
- (v) Clause 30.9.1 is amended by deleting the "at least 2 business days" and inserting "at least 5 business days"
- (vi) Clause 30.3 is deleted
- (vii) Clause 31.4 is deleted

42. Notice of Service

42.1 Notwithstanding any other provision of this Contract any document or notice is served on a party if an electronic copy of the document or notice is transmitted to the email address of that parties Solicitor or Conveyancer.

42.2 The electronic address of a party's Solicitor or Conveyancing is any email address published or displayed on letterhead and email communications sent by that Solicitor or Conveyancer to the other party's Solicitor during the course of the transaction the subject of this Contract.

42.3 Such service shall be taken to have been delivered in accordance with the terms of *Electronic Transaction Act 2000* Schedule 1 Clause 13.

43. Unapproved Works

The Vendors disclose that the games room was erected by a previous owner without obtaining council approval. The purchaser acknowledges that they are taking the property in its present condition and state of repair and cannot make a claim for compensation, requisition or delay settlement in relation to the unapproved works.



FOLIO: 149/222964

SEARCH DATE	TIME	EDITION NO	DATE
3/4/2020	4:37 PM	5	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 149 IN DEPOSITED PLAN 222964
AT WARILLA
LOCAL GOVERNMENT AREA SHELLHARBOUR
PARISH OF TERRAGONG COUNTY OF CAMDEN
TITLE DIAGRAM DP222964

FIRST SCHEDULE

RENAE DIMOVSKI
PETER DIMOVSKI
AS JOINT TENANTS (CN AF796097)

SECOND SCHEDULE (6 NOTIFICATIONS)

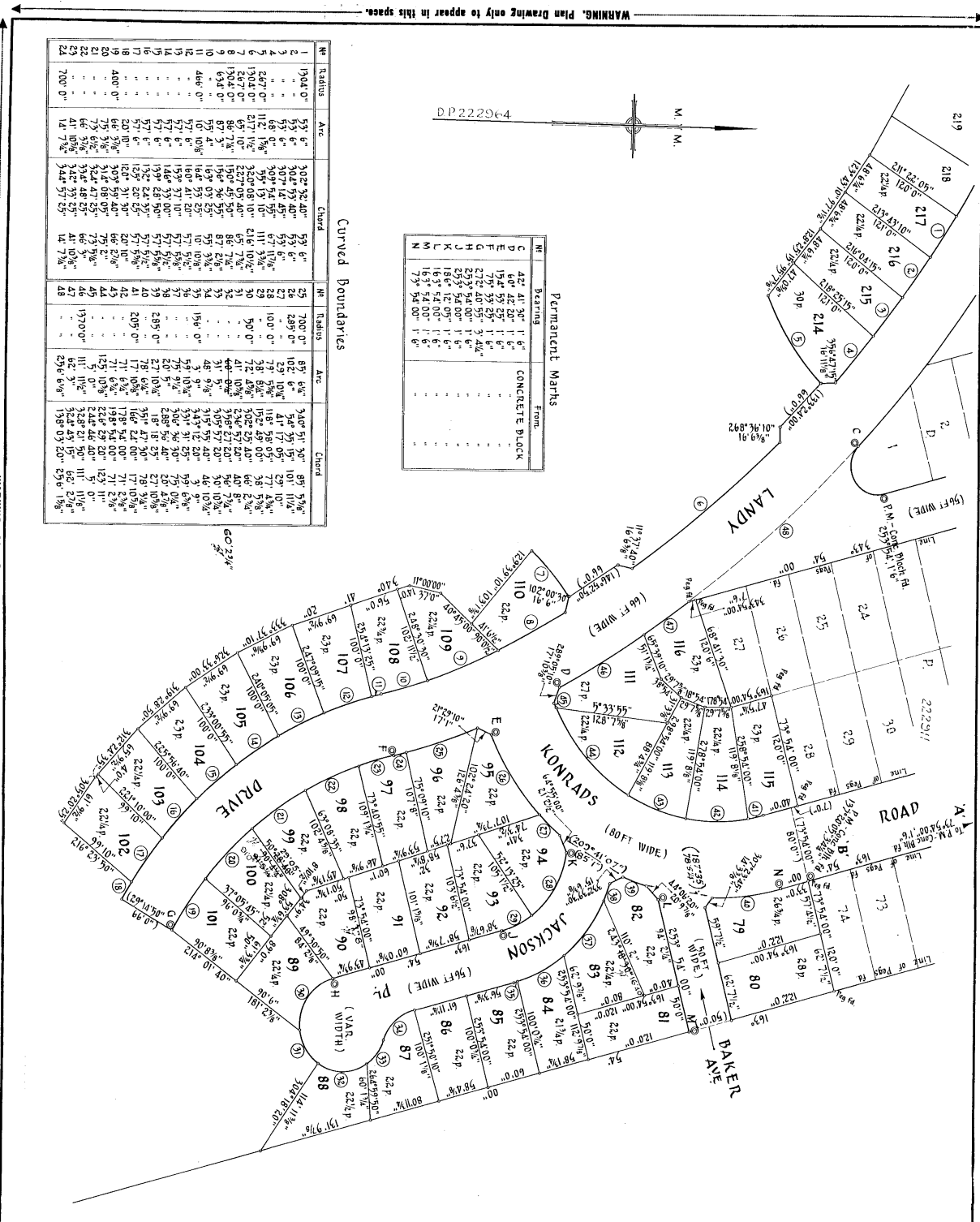
- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 F327475 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PART OF THE LAND ABOVE DESCRIBED FORMERLY IN VOL 6940 FOL 145 AFFECTING THE RIGHT OF WAY 33 FEET WIDE SHOWN IN DP 33453
- 3 G95706 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PART OF THE LAND ABOVE DESCRIBED FORMERLY IN VOL 6940 FOL 145 AFFECTING THE RIGHT OF WAY 66 FEET WIDE EXCEPTING THE PART DESIGNATED Y SHOWN IN DP 33454
- 4 G800152 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PART OF THE LAND ABOVE DESCRIBED FORMERLY IN VOL 6940 FOL 145 AFFECTING THE PART OF THE RIGHT OF WAY 66 FEET WIDE DESIGNATED Y SHOWN IN DP 33454
- 5 K37433 COVENANT
- 6 AF796098 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Form 3 - TO BE USED WHERE DEDICATIONS, DRAINAGE RESERVES AND PUBLIC GARDEN AND RECREATION SPACES ARE PROVIDED.



No	Bearing	Permanent Marks	
		To	From
D	46° 41' 30" T 6'	CONCRETE BLOCK	
C	42° 42' 30" T 6'	CONCRETE BLOCK	
E	194° 55' 25" T 6'		
F	77° 53' 25" T 6'		
G	272° 40' 55" S 4.4'		
H	232° 54' 00" T 6'		
I	232° 54' 00" T 6'		
J	153° 54' 00" T 6'		
K	153° 54' 00" T 6'		
L	153° 54' 00" T 6'		
M	73° 54' 00" T 6'		
N	73° 54' 00" T 6'		

No	Radius	Arc	Chord		No	Radius	Arc	Chord	
			Length	Bearing				Length	Bearing
1	1304.0"	53' 6"	3028.32	40°	52	780.0"	85' 6"	340° 51' 30"	85' 5.6"
2	"	53' 6"	3028.32	40°	53	289.0"	82' 0"	340° 51' 30"	82' 0.0"
3	"	53' 6"	3028.32	40°	54	289.0"	82' 0"	340° 51' 30"	82' 0.0"
4	267.0"	112.13%	309.54	95°	55	100.0"	79' 1.8"	152° 49' 05"	77' 4.3"
5	"	112.13%	309.54	95°	56	100.0"	79' 1.8"	152° 49' 05"	77' 4.3"
6	112.13%	112.13%	309.54	95°	57	100.0"	79' 1.8"	152° 49' 05"	77' 4.3"
7	267.0"	112.13%	309.54	95°	58	100.0"	79' 1.8"	152° 49' 05"	77' 4.3"
8	1304.0"	53' 6"	3028.32	40°	59	59.0"	72.28%	302° 29' 45"	38' 5.3%
9	634.0"	87' 3"	1549.05	25°	60	59.0"	72.28%	302° 29' 45"	38' 5.3%
10	486.0"	101.00%	1624.51	25°	61	156.0"	3.9%	315° 55' 48"	46' 10.3%
11	"	101.00%	1624.51	25°	62	156.0"	3.9%	315° 55' 48"	46' 10.3%
12	"	101.00%	1624.51	25°	63	156.0"	3.9%	315° 55' 48"	46' 10.3%
13	"	101.00%	1624.51	25°	64	156.0"	3.9%	315° 55' 48"	46' 10.3%
14	"	101.00%	1624.51	25°	65	156.0"	3.9%	315° 55' 48"	46' 10.3%
15	"	101.00%	1624.51	25°	66	156.0"	3.9%	315° 55' 48"	46' 10.3%
16	400.0"	68' 3.6%	1524.47	25°	67	289.0"	18' 18' 29"	27' 10.8%	22' 4.7%
17	"	68' 3.6%	1524.47	25°	68	289.0"	18' 18' 29"	27' 10.8%	22' 4.7%
18	"	68' 3.6%	1524.47	25°	69	289.0"	18' 18' 29"	27' 10.8%	22' 4.7%
19	400.0"	68' 3.6%	1524.47	25°	70	289.0"	18' 18' 29"	27' 10.8%	22' 4.7%
20	"	68' 3.6%	1524.47	25°	71	289.0"	18' 18' 29"	27' 10.8%	22' 4.7%
21	"	68' 3.6%	1524.47	25°	72	289.0"	18' 18' 29"	27' 10.8%	22' 4.7%
22	"	68' 3.6%	1524.47	25°	73	289.0"	18' 18' 29"	27' 10.8%	22' 4.7%
23	"	68' 3.6%	1524.47	25°	74	289.0"	18' 18' 29"	27' 10.8%	22' 4.7%
24	700.0"	14' 7.3%	3444.57	25°	75	1370.0"	111' 11.6"	324° 48' 20"	5' 0"
					76	1370.0"	111' 11.6"	324° 48' 20"	5' 0"
					77	1370.0"	111' 11.6"	324° 48' 20"	5' 0"
					78	1370.0"	111' 11.6"	324° 48' 20"	5' 0"
					79	1370.0"	111' 11.6"	324° 48' 20"	5' 0"
					80	1370.0"	111' 11.6"	324° 48' 20"	5' 0"
					81	1370.0"	111' 11.6"	324° 48' 20"	5' 0"
					82	1370.0"	111' 11.6"	324° 48' 20"	5' 0"
					83	1370.0"	111' 11.6"	324° 48' 20"	5' 0"
					84	1370.0"	111' 11.6"	324° 48' 20"	5' 0"
					85	1370.0"	111' 11.6"	324° 48' 20"	5' 0"
					86	1370.0"	111' 11.6"	324° 48' 20"	5' 0"
					87	1370.0"	111' 11.6"	324° 48' 20"	5' 0"
					88	1370.0"	111' 11.6"	324° 48' 20"	5' 0"

WARNING: Plan Drawing only to appear in this space.

DP 222964 1/4 (E)

Registered: *[Signature]*
 C.A.: 14/64 of 17.6.1964
 Title System: Torrens
 Purpose: Subdivision
 Ref. Map: Ph
 Last Plan: DP 222911

PLAN OF
 Subdivision of part
 Lot 78 DP 222911

Scale: 80 Feet to an inch

Mun. Area: Shellharbour
 Locality: Warilla
 Parish: Terragoning
 County: Camden

I, Gordon Barrington Fox
 of 22a Wamboona St, Terragoning
 a registered surveyor, do hereby certify that the above is a true and correct copy of the plan as shown to me and that I am a duly qualified surveyor in accordance with the Survey Act 1952 and the Survey Regulation 1953 and that I am a member of the Surveyors' Institute of New South Wales, an association of surveyors registered under the Surveyors Act 1952, as amended.


Statements of Dedication, Easement,
 Signatures and Seals to appear in panel provided)

It is intended to dedicate all new
 roads and spayed corners to the
 public for road purposes.

MOUNT WARRIGAL ESTATE
 - PT STAGE 1

SIGNATURES REFERENCE 391 S. 30B.

* Slide out either (1) or (2). [Insert date of survey.]

D P 222964 <i>4/7</i> 	
Registered:	14/04 of 17.6.1964
CA:	Terraces
Title System:	Terraces
Purpose:	Subdivision
Ref. Map:	D P 222911
Lat Plan:	D P 222911
PLAN OF	Subdivision of part Lot 78-DP 222911
Scale:	80 Feet to an inch
Map/Sheet:	Shellharbour
Locality:	Warrilla
Parish:	Terragon
County:	Camden
L. Gordon, Berriken, FY of 223, Wamboi St, Terranora a survey registered under the Survey Act, 1959, as amended, and being a portion of the survey so registered, in this plan to acquire and has been made (1) by me (2) under my authority as Registrar-General, in accordance with the provisions of the Survey Act, 1959, and was registered on the 17/6/64.	
Signature:	<i>L. Gordon</i>
Date:	17/6/64
Source:	Survey Act, 1959, as amended.
Diagram:	A, B
Statement of Dedication, Easement, (Signatures and Seals to appear in panel provided.) It is intended to dedicate all new roads and sprayed corners to the public for road purposes.	
<i>K. King</i> <i>offer</i>	
MOUNT WARRIAL ESTATE - PT STAGE 1 SURVEY REFERENCE 391 S. 30 B.	

OFFICE USE ONLY. * Strike out either (1) or (2). † Insert date of survey.

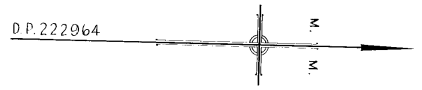
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

The Common Seal of the Registrar-General for New South Wales is hereunto affixed by authority of the Directors previously given in the presence of: <i>[Signature]</i> Director <i>[Signature]</i> Secretary	
The Common Seal of the Registrar-General for New South Wales is hereunto affixed by authority of the Directors in the presence of: <i>[Signature]</i> Director <i>[Signature]</i> Secretary	
<i>[Signature]</i> Director <i>[Signature]</i> Secretary	
<i>[Signature]</i> Director <i>[Signature]</i> Secretary	
I hereby certify that the requirements of the Land Government Act, 1959 (other than the requirements for registration of plans), have been complied with by the applicant in relation to the proposed subdivision and new roads and sprayed corners.	
Subdivision No.:	17/6/64
Council Clerk:	<i>[Signature]</i>
Approved by Council:	<i>[Signature]</i>
The Common Seal of the Council of the	<i>[Signature]</i>
of Council passed on:	17/6/64
Council Clerk:	<i>[Signature]</i>
Approved/Sealed:	<i>[Signature]</i>

D.P. 222964

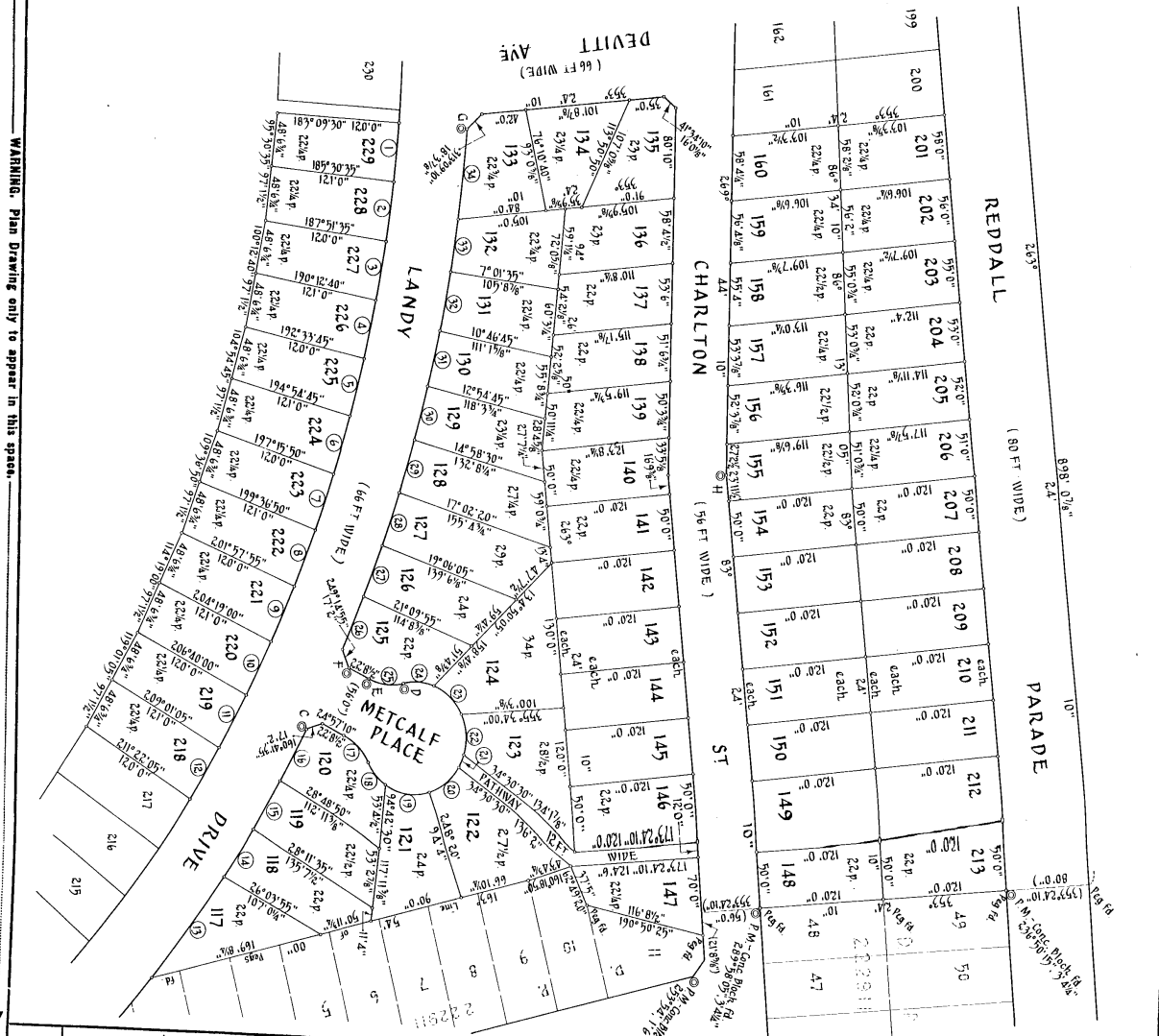
Form No. 4 - To be used in conjunction with Forms 2 or 3.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



NE	Bearing	From
C	216° 37' 50" E 6"	CONCRETE BLOCK
D	256° 41' 10" E 6"	"
E	224° 51' 10" E 6"	"
F	224° 51' 10" E 6"	"
G	224° 51' 10" E 6"	"
H	224° 51' 10" E 6"	"

No	Radius	Arc	Chord
1	1304.0"	53.6"	274.20 00°
2	53.6"	53.6"	226.41 05°
3	53.6"	53.6"	226.41 10°
4	53.6"	53.6"	226.41 15°
5	53.6"	53.6"	226.41 20°
6	53.6"	53.6"	226.41 25°
7	53.6"	53.6"	226.41 30°
8	53.6"	53.6"	226.41 35°
9	53.6"	53.6"	226.41 40°
10	53.6"	53.6"	226.41 45°
11	53.6"	53.6"	226.41 50°
12	53.6"	53.6"	226.41 55°
13	53.6"	53.6"	226.41 60°
14	53.6"	53.6"	226.41 65°
15	53.6"	53.6"	226.41 70°
16	53.6"	53.6"	226.41 75°
17	53.6"	53.6"	226.41 80°
18	53.6"	53.6"	226.41 85°
19	53.6"	53.6"	226.41 90°
20	53.6"	53.6"	226.41 95°
21	53.6"	53.6"	226.41 100°
22	53.6"	53.6"	226.41 105°
23	53.6"	53.6"	226.41 110°
24	53.6"	53.6"	226.41 115°
25	53.6"	53.6"	226.41 120°
26	53.6"	53.6"	226.41 125°
27	53.6"	53.6"	226.41 130°
28	53.6"	53.6"	226.41 135°
29	53.6"	53.6"	226.41 140°
30	53.6"	53.6"	226.41 145°
31	53.6"	53.6"	226.41 150°
32	53.6"	53.6"	226.41 155°
33	53.6"	53.6"	226.41 160°
34	53.6"	53.6"	226.41 165°



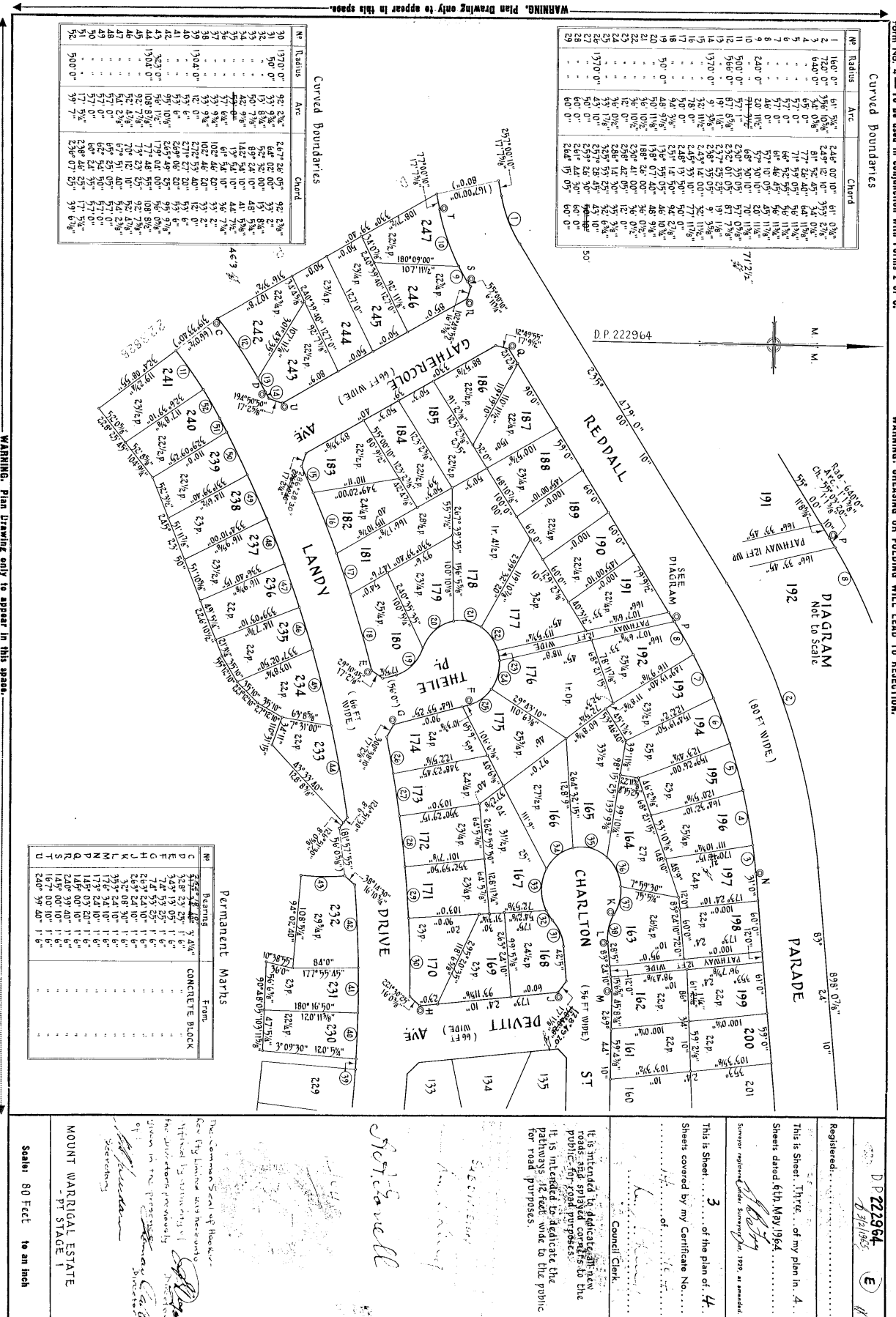
DP 222964
 Registered
 This is Sheet... of my plan in 4...
 Sheets dated 6th MAY 1964
 This is Sheet... of the plan of...
 Sheets covered by my Certificate No...
 It is intended to dedicate all new road and sprayed corners to the public for road purposes.
 It is intended to dedicate the footway 12ft wide to the public for road purposes.
 MOUNT WARRIGAL ESTATE PT STAGE I
 391 & 210
 Scale: 80 Feet to an Inch

WARNING: Plan Drawing only to appear in this space.

WARNING: Plan Drawing only to appear in this space.

Form No. 4 - To be used in conjunction with Forms 2 or 3.

WARNING: CREATING OR FOLDING WILL LEAD TO REFLECTION.



Curved Boundaries

No	Radius	Arc	Chord
30	1370.0"	92.2%	247.26 09"
31	50.0"	33.9%	64.02 00"
32	50.0"	33.9%	64.02 00"
33	50.0"	33.9%	64.02 00"
34	50.0"	33.9%	64.02 00"
35	50.0"	33.9%	64.02 00"
36	50.0"	33.9%	64.02 00"
37	50.0"	33.9%	64.02 00"
38	50.0"	33.9%	64.02 00"
39	1304.0"	12.0%	271.77 20"
40	50.0"	33.9%	64.02 00"
41	50.0"	33.9%	64.02 00"
42	323.0"	99.1%	249.49 53"
43	50.0"	33.9%	64.02 00"
44	1304.0"	108.8%	77.24 55"
45	50.0"	32.7%	70.12 10"
46	50.0"	32.7%	70.12 10"
47	50.0"	32.7%	70.12 10"
48	50.0"	32.7%	70.12 10"
49	50.0"	32.7%	70.12 10"
50	50.0"	32.7%	70.12 10"
51	500.0"	17.5%	239.46 25"
52	500.0"	39.7%	39.67 25"

Curved Boundaries

No	Radius	Arc	Chord
1	160.0"	61.3%	246.00 10"
2	720.0"	396.6%	249.12 10"
3	640.0"	34.0%	81.52 45"
4	640.0"	34.0%	81.52 45"
5	640.0"	34.0%	81.52 45"
6	640.0"	34.0%	81.52 45"
7	640.0"	34.0%	81.52 45"
8	640.0"	34.0%	81.52 45"
9	240.0"	20.1%	57.30 10"
10	500.0"	70.1%	68.30 10"
11	500.0"	70.1%	68.30 10"
12	500.0"	70.1%	68.30 10"
13	500.0"	70.1%	68.30 10"
14	1370.0"	9.3%	237.53 25"
15	50.0"	33.9%	64.02 00"
16	50.0"	33.9%	64.02 00"
17	50.0"	33.9%	64.02 00"
18	50.0"	33.9%	64.02 00"
19	90.0"	48.9%	138.07 40"
20	50.0"	33.9%	64.02 00"
21	50.0"	33.9%	64.02 00"
22	50.0"	33.9%	64.02 00"
23	50.0"	33.9%	64.02 00"
24	50.0"	33.9%	64.02 00"
25	50.0"	33.9%	64.02 00"
26	1370.0"	43.1%	257.28 45"
27	50.0"	33.9%	64.02 00"
28	50.0"	33.9%	64.02 00"
29	50.0"	33.9%	64.02 00"

Permanent Markers

No	Bearing	Form
D	335° 48' 48"	CONCRETE BLOCK
E	338° 23' 25"	CONCRETE BLOCK
F	348° 19' 05"	CONCRETE BLOCK
G	74° 53' 25"	CONCRETE BLOCK
H	284° 24' 10"	CONCRETE BLOCK
I	309° 24' 10"	CONCRETE BLOCK
J	176° 34' 10"	CONCRETE BLOCK
K	176° 34' 10"	CONCRETE BLOCK
L	176° 34' 10"	CONCRETE BLOCK
M	176° 34' 10"	CONCRETE BLOCK
N	176° 34' 10"	CONCRETE BLOCK
O	176° 34' 10"	CONCRETE BLOCK
P	176° 34' 10"	CONCRETE BLOCK
Q	176° 34' 10"	CONCRETE BLOCK
R	176° 34' 10"	CONCRETE BLOCK
S	167° 00' 10"	CONCRETE BLOCK
T	240° 39' 40"	CONCRETE BLOCK

391 S. 32 B.

Scale: 80 Feet to an Inch

MOUNT WARRIGAL ESTATE - PT STAGE 1

The Common Seal of the Registrar-General for New South Wales is hereunto applied by authority of the Registrar-General in the presence of the following witnesses:

[Signature]
 Registrar-General

[Signature]
 Witness

[Signature]
 Witness

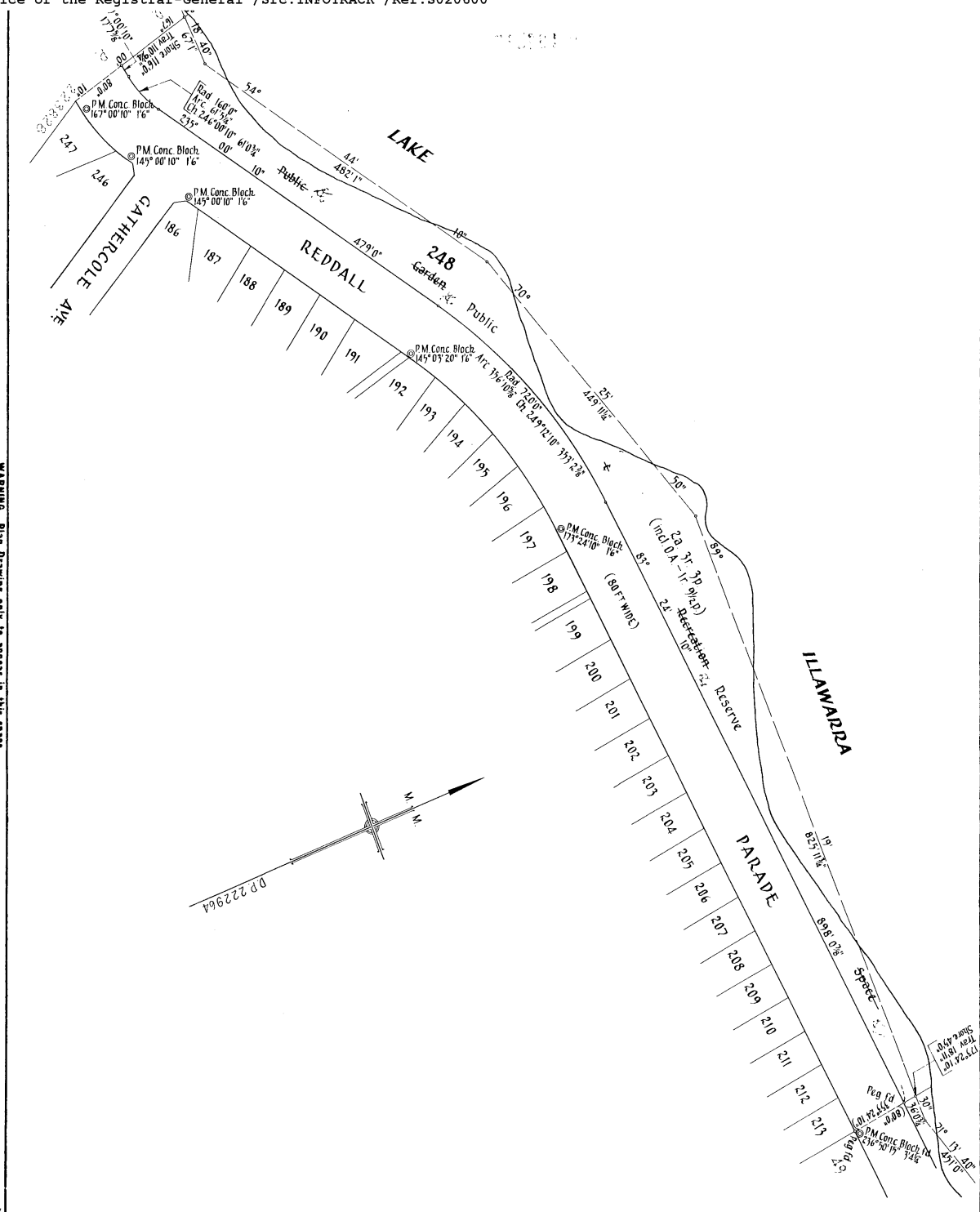
It is intended to dedicate the new roads and spigot corners to the public for road purposes. It is intended to dedicate the patches marked to the public for road purposes.

Council Clerk

Registered: DP 222964
 This is Sheet 3 of my plan in 4.
 Sheets dated 6th May 1964.
 This is Sheet 3 of the plan of 4.
 Sheets covered by my Certificate No.
 of Council Clerk

Form No. 4 - to be used in conjunction with Forms 2 or 3.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



WARNING: Plan Drawing only to appear in this space.

D P 222964
3/1/96
E

Registered.....

This is Sheet 4 of my plan in 4
Sheets dated 6th May 1964

Survey required under Section 141, 1979 as amended

This is Sheet of the plan of
Sheets covered by my Certificate No.
of 1964

.....
Council Clerk

It is intended to dedicate lot 248
to the public for Public Reserve.

The Common Seal of
the Registrar-General
is hereunto affixed
by authority of the
Director-General
given in the presence
of
Secretary
A.A. Sewell

Scale: 100 Feet to an inch

REGISTRAR GENERAL'S DEPARTMENT
 DP 222964 SH 1/4

FEET INCHES	METRES
1 6 1/4	0.457
2 0 1/2	1.022
3 0	1.067
4 0	1.145
5 0	1.219
6 0	1.278
7 0	1.374
8 0	1.478
9 0	1.529
10 0	1.588
11 0	1.645
12 0	1.700
13 0	1.754
14 0	1.807
15 0	1.859
16 0	1.910
17 0	1.961
18 0	2.012
19 0	2.062
20 0	2.113
21 0	2.163
22 0	2.213
23 0	2.263
24 0	2.313
25 0	2.363
26 0	2.413
27 0	2.463
28 0	2.513
29 0	2.563
30 0	2.613
31 0	2.663
32 0	2.713
33 0	2.763
34 0	2.813
35 0	2.863
36 0	2.913
37 0	2.963
38 0	3.013
39 0	3.063
40 0	3.113
41 0	3.163
42 0	3.213
43 0	3.263
44 0	3.313
45 0	3.363
46 0	3.413
47 0	3.463
48 0	3.513
49 0	3.563
50 0	3.613
51 0	3.663
52 0	3.713
53 0	3.763
54 0	3.813
55 0	3.863
56 0	3.913
57 0	3.963
58 0	4.013

REGISTRAR GENERAL'S DEPARTMENT
 DP 222964 SH 1/4 CONTD

FEET INCHES	METRES
59 0	4.063
60 0	4.113
61 0	4.163
62 0	4.213
63 0	4.263
64 0	4.313
65 0	4.363
66 0	4.413
67 0	4.463
68 0	4.513
69 0	4.563
70 0	4.613
71 0	4.663
72 0	4.713
73 0	4.763
74 0	4.813
75 0	4.863
76 0	4.913
77 0	4.963
78 0	5.013
79 0	5.063
80 0	5.113
81 0	5.163
82 0	5.213
83 0	5.263
84 0	5.313
85 0	5.363
86 0	5.413
87 0	5.463
88 0	5.513
89 0	5.563
90 0	5.613
91 0	5.663
92 0	5.713
93 0	5.763
94 0	5.813
95 0	5.863
96 0	5.913
97 0	5.963
98 0	6.013
99 0	6.063
100 0	6.113
101 0	6.163
102 0	6.213
103 0	6.263
104 0	6.313
105 0	6.363
106 0	6.413
107 0	6.463
108 0	6.513
109 0	6.563
110 0	6.613
111 0	6.663
112 0	6.713
113 0	6.763
114 0	6.813
115 0	6.863
116 0	6.913
117 0	6.963
118 0	7.013
119 0	7.063
120 0	7.113

REGISTRAR GENERAL'S DEPARTMENT
 DP 222964 SH 1/4 CONTD

FEET INCHES	METRES
121 0	7.163
122 0	7.213
123 0	7.263
124 0	7.313
125 0	7.363
126 0	7.413
127 0	7.463
128 0	7.513
129 0	7.563
130 0	7.613
131 0	7.663
132 0	7.713
133 0	7.763
134 0	7.813
135 0	7.863
136 0	7.913
137 0	7.963
138 0	8.013
139 0	8.063
140 0	8.113
141 0	8.163
142 0	8.213
143 0	8.263
144 0	8.313
145 0	8.363
146 0	8.413
147 0	8.463
148 0	8.513
149 0	8.563
150 0	8.613
151 0	8.663
152 0	8.713
153 0	8.763
154 0	8.813
155 0	8.863
156 0	8.913
157 0	8.963
158 0	9.013
159 0	9.063
160 0	9.113
161 0	9.163
162 0	9.213
163 0	9.263
164 0	9.313
165 0	9.363
166 0	9.413
167 0	9.463
168 0	9.513
169 0	9.563
170 0	9.613

REGISTRAR GENERAL'S DEPARTMENT
 DP 222964 SH 2/4

FEET INCHES	METRES
171 0	9.663
172 0	9.713
173 0	9.763
174 0	9.813
175 0	9.863
176 0	9.913
177 0	9.963
178 0	10.013
179 0	10.063
180 0	10.113
181 0	10.163
182 0	10.213
183 0	10.263
184 0	10.313
185 0	10.363
186 0	10.413
187 0	10.463
188 0	10.513
189 0	10.563
190 0	10.613
191 0	10.663
192 0	10.713
193 0	10.763
194 0	10.813
195 0	10.863
196 0	10.913
197 0	10.963
198 0	11.013
199 0	11.063
200 0	11.113
201 0	11.163
202 0	11.213
203 0	11.263
204 0	11.313
205 0	11.363
206 0	11.413
207 0	11.463
208 0	11.513
209 0	11.563
210 0	11.613
211 0	11.663
212 0	11.713
213 0	11.763
214 0	11.813
215 0	11.863
216 0	11.913
217 0	11.963
218 0	12.013
219 0	12.063
220 0	12.113
221 0	12.163
222 0	12.213
223 0	12.263
224 0	12.313
225 0	12.363
226 0	12.413
227 0	12.463
228 0	12.513
229 0	12.563
230 0	12.613
231 0	12.663
232 0	12.713
233 0	12.763
234 0	12.813
235 0	12.863
236 0	12.913
237 0	12.963
238 0	13.013
239 0	13.063
240 0	13.113

REGISTRAR GENERAL'S DEPARTMENT
 DP 222964 SH 2/4 CONTD

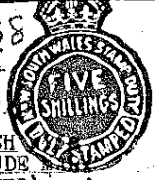
FEET INCHES	METRES
241 0	13.163
242 0	13.213
243 0	13.263
244 0	13.313
245 0	13.363
246 0	13.413
247 0	13.463
248 0	13.513
249 0	13.563
250 0	13.613
251 0	13.663
252 0	13.713
253 0	13.763
254 0	13.813
255 0	13.863
256 0	13.913
257 0	13.963
258 0	14.013
259 0	14.063
260 0	14.113
261 0	14.163
262 0	14.213
263 0	14.263
264 0	14.313
265 0	14.363
266 0	14.413
267 0	14.463
268 0	14.513
269 0	14.563
270 0	14.613
271 0	14.663
272 0	14.713
273 0	14.763
274 0	14.813
275 0	14.863
276 0	14.913
277 0	14.963
278 0	15.013
279 0	15.063
280 0	15.113
281 0	15.163
282 0	15.213
283 0	15.263
284 0	15.313
285 0	15.363
286 0	15.413
287 0	15.463
288 0	15.513
289 0	15.563
290 0	15.613
291 0	15.663
292 0	15.713
293 0	15.763
294 0	15.813
295 0	15.863
296 0	15.913
297 0	15.963
298 0	16.013
299 0	16.063
300 0	16.113
301 0	16.163
302 0	16.213
303 0	16.263
304 0	16.313
305 0	16.363
306 0	16.413
307 0	16.463
308 0	16.513
309 0	16.563
310 0	16.613
311 0	16.663
312 0	16.713
313 0	16.763
314 0	16.813
315 0	16.863
316 0	16.913
317 0	16.963
318 0	17.013
319 0	17.063
320 0	17.113

REGISTRAR GENERAL'S DEPARTMENT
 DP 222964 SH 2/4 CONTD

AC RD P	SQ M
-	556.4
-	565.4
-	574.4
-	583.4
-	592.4
-	601.4
-	610.4
-	619.4
-	628.4
-	637.4
-	646.4
-	655.4
-	664.4
-	673.4
-	682.4
-	691.4
-	700.4
-	709.4
-	718.4
-	727.4
-	736.4
-	745.4
-	754.4
-	763.4
-	772.4
-	781.4
-	790.4
-	799.4
-	808.4
-	817.4
-	826.4
-	835.4
-	844.4
-	853.4
-	862.4
-	871.4
-	880.4
-	889.4
-	898.4
-	907.4
-	916.4
-	925.4
-	934.4
-	943.4
-	952.4
-	961.4
-	970.4
-	979.4
-	988.4
-	997.4
-	1006.4
-	1015.4
-	1024.4
-	1033.4
-	1042.4
-	1051.4
-	1060.4
-	1069.4
-	1078.4
-	1087.4
-	1096.4
-	1105.4
-	1114.4
-	1123.4
-	1132.4
-	1141.4
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-	1168.4
-	1177.4
-	1186.4
-	1195.4
-	1204.4
-	1213.4
-	1222.4
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DEPARTMENT OF LANDS
17 JUL 1948
MEMORANDUM OF TRANSFERS
Mortgages Under Power of Sale (R)

F327475



Wood
Comm: Sines Duties

WE, PERPETUAL TRUSTEE COMPANY (LIMITED) of the one part BEATRICE ELLEN LYNCH
of Stephen Frederick Lynch of Rose Bay Medical Practitioner SARAH MAUDE
REDDALL of Springwood Widow the said PERPETUAL TRUSTEE COMPANY (LIMITED) and
also GRAHAM JOHN OSBORNE REDDALL of Rose Bay Gentleman the said IRENE
BEATRICE ELLEN LYNCH, CHARLES REGINALD REDDALL of Sydney Engineer RONALD
WENTWORTH REDDALL of Harwood Island North Coast Farmer the said GRAHAM JOHN
OSBORNE REDDALL, WILLIAM LEOPRIC BARNES of Neutral Bay Manufacturer and
GEOFFREY EDWARD LEOPRIC BARNES of Yenda Bank Officer being the Mortgagees
under Memorandum of Mortgage No. B716404 dated 2nd July, 1928 from George
Gunthorpe the registered proprietor 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 THREE THOUSAND SEVEN HUNDRED AND FIFTY NINE POUNDS (£3759)
as to four fifteenths parts thereof (the receipt whereof is hereby acknowl-
edged) paid to the said Perpetual Trustee Company (Limited) and Irene Beatrice
Ellen Lynch as to one-fifth part thereof (the receipt whereof is hereby
acknowledged) paid to the said Sarah Maude Mary Reddall as to one-fifth part
thereof (the receipt whereof is hereby acknowledged) paid to the said
Perpetual Trustee Company (Limited) and Graham John Osborne Reddall and as
to the balance of the said sum of Three thousand seven hundred and fifty nine
pounds (the receipt whereof is hereby acknowledged) paid to us the remainder
of the said Transferrors by LAKE ILLAWARRA ESTATES PTY. LIMITED (herein
called the transferee) do hereby in exercise of our power of sale as such
Mortgagees transfer to the said transferee all the estate and interest of
the said Mortgagee or other the registered proprietor of all that land
mentioned in the schedule following:-

County	Parish	Reference to Title Whole or part	Vol.	Fol.	Description of Land (if part only)
Camden	Terragong	Part	4221	157	Being Lot B shown in Plan annexed to Transfer Deed Parole marked "A" 1948 from Transferrors to L.A. Hall and another.

TOGETHER with the benefit of a right of carriage way over the land edged red in Diagram "B" on the said Plan as reserved by the abovementioned Transferrors.

AND the Transferee covenants with the Transferrors for the benefit of the adjoining land being Lot C shown on the said Plan but only during the subsistence thereof by the Transferrors that no fence shall be erected on the land being transferred to divide it from such adjoining land without the consent of the Transferrors but such consent shall not be withheld if such fence is erected without expense to the Transferrors and in favour of any person dealing with the Transferee or its assigns 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 that the land to which the said covenant is intended to be appurtenant is the said Lot C the land which is to be subject to the burden of the said covenant is the land hereby transferred and that the said covenant may be released varied or modified by the Transferrors.
SIGNED at Sydney this 29th day of June 1948.

THE seal of PERPETUAL TRUSTEE COMPANY (LIMITED) was hereto affixed by order of the Board of Directors in the presence of:

Secretary, MANAGER
SIGNED in my presence by the said IRENE BEATRICE ELLEN LYNCH who is personally known to me:
Irene Beatrice Ellen Lynch

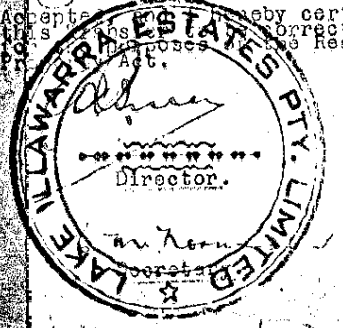
SIGNED in my presence by the said RONALD WENTWORTH REDDALL who is personally known to me:
Ronald Wentworth Reddall

SIGNED in my presence by the said GEOFFREY EDWARD LEOPRIC BARNES who is personally known to me:
Geoffrey Edward Leopric Barnes

SIGNED in my presence by the said SARAH MAUDE MARY REDDALL, CHARLES REGINALD REDDALL, GRAHAM JOHN OSBORNE REDDALL and WILLIAM LEOPRIC BARNES who are personally known to me:
Sarah Maude Mary Reddall, Charles Reginald Reddall, Graham John Osborne Reddall, William Leopric Barnes

THE COMMON SEAL of LAKE ILLAWARRA ESTATES PTY. LIMITED was hereto affixed by the authority of a resolution of the Board of Directors and in the presence of a Director and the Secretary whose signatures are set opposite hereto;

Directors:
S. R. Hyatt
W. Douglas
Irene Lynch
R. W. Reddall
W. J. Reddall
M. M. Reddall
A. Reddall



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Recd 11/5

no carriage way

REED, HANCOCK & TURNER
LAW STATIONERS
10 CASTLEREAGH ST. SYDNEY

Recd.
11/5
11/5
11/5

Particulars entered in
the Register Book Vol 4221 Fol 157
the 24th day of November, 1950
at 12 o'clock noon

J. H. Pells
Registrar General

INDEXED

PROGRESS RECORD.

RECEIVED	11/11/50
DIAGRAM	11/12/50
DRAFT	11/21/51
ENGROSSED	11/28/51
CANCELLATION CLERK	11/28/51
VOL. 6891	101

EXTRA FEES F327475
Diagram 5/-
Extra Folios 1.5 MAR 1951

No. **G 95706**

PHONE: ~~REDACTED~~ BY REED, HANIGAN & TURNER
 CONSENT OF MORTGAGEE
 (N.B.—Before execution of this instrument, the mortgagor must first obtain the consent of the mortgagee under Mortgage No. F582408)

X, The Commercial Bank of Australia Limited
 releases and discharges the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to ~~the~~ rights and remedies as regards the balance of the land comprised in such mortgage.
 and without prejudice to any other security then held by the mortgagor and the said Bank in respect of any principal and interest monies lent to be the property of the mortgagor.

This consent is appropriate only to a transfer of part of the land in the Certificate of Title of Crown Grant. The mortgagee should execute a formal discharge with effect from the date of the transfer of the land in the Certificate of Title of Crown Grant. It is the right of the land in the mortgagee.

Dated at Sydney this twenty fourth day of June 19 53.
 Signed in my presence by RICHARD GEORGE HEYDON AS THE SOLE AUTHORIZED ATTORNEY OF THE COMMERCIAL BANK OF AUSTRALIA LIMITED
 who is personally known to me *[Signature]* Mortgagee.

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. 11263 Miscellaneous Register under the authority of which he has just executed the within transfer above mentioned instrument.
 Signed at Sydney the 24th day of June 19 53
 Signed in the presence of *[Signature]*

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

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

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

k To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other fit person whose name appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER
<i>[Initials]</i>	
Checked by <i>[Signature]</i>	Particulars entered in Register Book, Volume <u>6289</u> Folio <u>242</u> <u>6940</u> <u>145</u>
Passed (in S.D.B.) by <i>[Signature]</i>	the <u>11th</u> day of <u>May</u> 19 <u>55</u> at _____
Signed by <i>[Signature]</i>	minutes past <u>10</u> o'clock in the _____ <i>[Signature]</i> Registrar-General

DOCUMENTS LODGED HEREWITH.	
To be filled in by person lodging dealing.	
1	Received Docs.
2	Nos.
3	
4	
5	Receiving Clerk.
6	
7	

FOR DEPARTMENTAL USE

PROGRESS RECORD.

	Initials	Date
Survey Branch...		
from Records...	<i>[Signature]</i>	11/5/55
written ...	<i>[Signature]</i>	13/6/55
omitted ...	<i>[Signature]</i>	15/6/55
prepared ...	<i>[Signature]</i>	
examined ...	<i>[Signature]</i>	
warded ...	<i>[Signature]</i>	
grossers ...	<i>[Signature]</i>	
n Clerk ...	<i>[Signature]</i>	

EXTRA FEES
 Diagram JUN 1955
 Extra Folio

VOL. **6989** Fol. **7**

EXECUTION OUTSIDE NEW SOUTH WALES.
 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 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.
 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, Charge 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 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.
 The fees are:—Upon lodgment (a) 15/- if accompanied by the relevant title or evidence of production thereof, (b) 1/- otherwise. This fee includes enrolment on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) 1/- 10/- for each new Certificate of Title issued, (c) 5/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 2/6 where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/6 for each additional folio where the Certificate exceeds ten folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.
 Tenants in common must receive separate Certificates.
 If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.



RE-LOD 1/30
25 JUN 1953

No. 800152
New South Wales



MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900)

FEE'S
Judgment 2-10-0
Endorsement 10-0
Certificate

B10957 B10957

THE CHURCHES OF CHRIST PROPERTY TRUST

with consent of mortgagee

(Transferee must not be disclosed the transfer.)

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

- a. If a less estate, strike out "in fee simple" and interline the required attestation.
- b. Full postal address of transferee must be shown.
- c. If to two or more, state whether "as joint tenants" or "as tenants in common".
- d. If all the transferees are to be convenient, insert form of annote (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.
- e. 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 of title registered Vol. No. ...". Where the consent of the local council is required for a subdivision of the land and plan mentioned in the L.T.O. Act, the necessary documents must accompany the instrument.
- f. Strike out if unnecessary or suitably adjust:
 - (i) if any easements are to be created or any exceptions to be made,
 - (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, 1919-1933.

A very short note will suffice.

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 Commissioner of Magistrates, or a Justice of the Peace, to whom the Transferor, if known, shows the attesting witness should appear before one of the above functionaries who has questioned the witnesses and sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

Repeat attestation if necessary.

If the Transferor 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."

THIS SPACE TO BE LEFT FREE FROM NOTATION.

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 TEN SHILLINGS

(£ 10/-) (the receipt whereof is hereby acknowledged) paid to me by (and pursuant to Agreement for Exchange of Lands dated 25th March 1953 made between the parties hereto)

LAKE ILLAWARRA ESTATES PTY. LIMITED 186 Crown Street, Wollongong (herein called transferee) do hereby transfer to the said transferee out of all its Estate

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

County.	Parish.	Reference to Title (d)			Description of Land (if part only).	(e)
		Whole or Part,	Vol.	Fol.		
Camden	Terragong	whole	6730	157		

And the transferee covenants with the transferor:
A right-of-carriageway as appurtenant to the lands comprised in Certificates of Title Volume 6940 Folio 145 and Volume 6989 Folio 7, over that part of the right-of-way 66 feet wide shown in Miscellaneous Plan of Subdivision (R.P.) Registered Number 82215 as was formerly comprised in Certificate of Title Volume 6291 Folio 101.

ENCUMBRANCES, &c., REFERRED TO:

Grant of Right-of-way Number F327475. apt

Signed at Sydney the Seventh day of March, 1957.

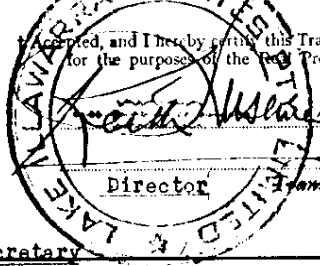
THE COMMON SEAL of the CHURCHES OF CHRIST PROPERTY TRUST was hereunto affixed in pursuance of a resolution passed at a meeting of the Trust at which three members have signed this instrument.

Wm. Alderton
Transferor.
Spencer B. Wealby



THE COMMON SEAL of LAKE ILLAWARRA ESTATES PTY. LIMITED was hereunto

affixed by the authority of a resolution of the Board of Directors and in the presence of:



Secretary

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

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

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

36 2

57624
 25/6/57
 G 800152
 25/6

Consent

LODGED BY REED, HANIGAN & TURNER
 LAW STATIONERS
 10 CASTLE STREET SYDNEY

CONSENT OF MORTGAGEE
 (N.B.—Before execution read marginal note.)

THE COMMERCIAL BANK OF AUSTRALIA LIMITED

mortgagee under Mortgage No. G.93987
 releases and discharges the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to any rights and remedies as regards the balance of the land comprised in such mortgage, and without prejudice to any other securities given by the mortgagor and the Bank in respect of any principal and interest monies intended to be payable in respect of the same.

This consent 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 SYDNEY this twenty-fifth day of March 1957.

Signed in my presence by SYDNEY REDDORF

ATTESTED BY THE REGISTRAR GENERAL

THE COMMERCIAL BANK OF AUSTRALIA LIMITED
 By its Attorney
 S. Reddorff
 Mortgagor.

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. 4C44B Miscellaneous Register under the authority of which he has just consented to the within instrument above mentioned

Signed at SYDNEY the twenty-fifth day of March 1957

Signed in the presence of
 Mr. Long & Reddorff

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

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

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

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

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.
	Checked by	1. Vol 6989 Fol 7 2. 3. Received Docs. Nos. Receiving Clerk.
	Particulars entered in Register Book, Volume 6730 Folio 157 " 6940 " 145 " 6989 " 7 Passed (in S.D.B.) by OC 14/7 NB 1/8 Signed by the 30 th day of July 1958 at minutes past o'clock in the afternoon. Registrar-General.	EXECUTION OUTSIDE NEW SOUTH WALES. 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 any 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 of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

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.

The fees are:—Upon lodgment (a) £1-10-0, if accompanied by the relevant title or evidence of production thereof, (b) £1-15-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) £2 for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to mortgage an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/6 for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.
 Tenants in common must receive separate Certificates.
 If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

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



R.P. 13A. No. **K 37433**

New South Wales
MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)



Fees: -
Lodgment
Attornment
Stamp Duty
10 00 1955
3.10.-
5.7.65.

£, HOOKER-REX PTY. LIMITED

(Print must not be disclosed in the transfer.)
Typing or handwriting in this instrument should not extend to any margin. Handwriting should be clear and legible and permanent black non-copying ink.

(herein called transferor)

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 EIGHT HUNDRED AND FORTY FIVE POUNDS (£845.0.0) (the receipt whereof is hereby acknowledged) paid to it by

BOGDAN STOJADINOVIC and JOHANNA STOJADINOVIC

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 BOGDAN STOJADINOVIC of 140 Lake Avenue, Cringila
Steelworker and JOHANNA STOJADINOVIC of the same place his wife
as joint tenants
(herein called transferees/)

The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section " and being D.P. ").
Unless authorised by Reg. 53 Conveyancing Act, Regulations, 1961 a plan may not be annexed to or endorsed on this transfer form.

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.	
<u>GAMDEN</u>	<u>TERRAGONG</u>	<u>PART</u>	<u>6940</u>	<u>145</u>	<u>BEING Lot 149 in Deposited Plan No. 222964.</u>

Now being whole of land comprised in Cert'e of Title, Vol 9931 Fol 147

And the transferee covenant(s) with the transferor^{its} successors and assigns:-

- (a) No main building shall be erected on the land hereby transferred with an internal floor area of less than 600 square feet.
- (b) No privy shall be erected in a conspicuous place or position and if the same is visible from the road or other lots in the subdivision it shall be screened.
- (c) No main building shall be erected on the land hereby transferred having a roof of corrugated tin or iron.
- (d) No advertisement hoarding sign or matter of any description shall be erected or displayed on the land hereby transferred.
- (e) No earth stone gravel or trees shall be removed or excavated from the land hereby transferred except where such removal or excavation is necessary for the erection of a building or structure or for the safety of the occupants or the prospective occupants thereof.
- (f) No more than one main building shall be erected on the land transferred and such building shall not be used or permitted to be used other than as a single private dwelling house.
- (g) No trees shall be removed from the land hereby transferred without first obtaining the approval of the Shellharbour Municipal Council.
- (h) No fence shall be erected on the property hereby transferred to divide it from adjoining land owned by the Transferor or its successors or assigns without the consent of the transferor its successors or assigns but such consent shall not be withheld if such fence is erected without expense to the transferor its successors or assigns and in favour of any person dealing with the transferees their executors administrators or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.
- (i) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- (j)
 - (i) The land to which the benefit of these restrictions is appurtenant is the land comprised in Deposited Plan No. 222964 other than the land hereby transferred.
 - (ii) The land which is subject to the burden of these restrictions is the land hereby transferred.
 - (iii) The person or persons having the right to release vary or modify these restrictions is the Transferor and such other persons Company or Companies nominated by it under its Common Seal for that purpose and if the Transferor shall no longer be in existence or shall not be the registered proprietor of any of the land comprised in the plan of subdivision and there shall be no such person or persons Company or Companies so nominated then the persons for the time being registered as the proprietor of the land in the plan of subdivision other than the land hereby transferred.
 - (iv) Except as set forth in (iii) hereof no consent shall be required to any release variation and modification of these restrictions.

d Strike out if unnecessary, or suitably adjust.

(i) 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.

ENCUMBRANCES, &c., REFERRED TO:

* A very short note will suffice.

K 47-2 K 1163-3

If the Transferee or Transferees sign 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 the 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. 165 (1) (b) of the Real Property Act should sign the attestation at the foot of this form.

Execution may be proved where the parties are resident — (a) in any part of the British Possessions 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, & the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

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

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

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

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

Signed at **HOOKER-REX** the 23rd day of June 1965
(Signed for and on behalf of **NEWCASTLE TRADING DEVELOPMENT PTY. LIMITED** by its Attorney **BARRY JOSEPH STONE** who is personally known to me.)

Samuel Walden
JUSTICE OF THE PEACE

Barry Joseph Stone
Attorney

Signed in my presence by the transferees **ZOGDAN STOJADINOVIC and JOHANNA STOJADINOVIC** WHO IS PERSONALLY KNOWN TO ME ARE

General Solicitor Wellington

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

Zogdan Stojadinovic
Johanna Stojadinovic
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. 80622 Miscellaneous Register under the authority of which he has just executed the within transfer.*

Signed at the 23rd day of June 1965.

Signed in the presence of — *Samuel Walden*

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

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

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

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

MR. J. S. HAYES & SUGAR
 1st Floor
 225 Castlereagh Street
 SYDNEY N.S.W. 2000

LODGED BY _____

No. K 37433

<p align="center">FEES.</p> <p>The Fees, which are payable on lodgment, are as follows:—</p> <p>(a) £ 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.</p> <p>(b) A supplementary charge of £1 is made in each of the following:—</p> <p>(i) Where a restrictive covenant is imposed; or</p> <p>(ii) A new easement is created; or</p> <p>(iii) A partial discharge of mortgage is endorsed on the transfer.</p>	<p align="center">DOCUMENTS LODGED HEREWITH.</p> <p align="center">To be filled in by person lodging dealing.</p> <p>1. <u>3 Certificates</u> _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p> <p>6. _____</p> <p style="text-align: right;">} Received Docs. Noa. Receiving Clerk.</p>
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PARTIAL DISCHARGE OF MORTGAGE.
(N.B.—Before execution read marginal note.)


I, _____ mortgagee under Mortgage No. _____
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

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

who is personally known to me. _____ Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER
Checked by	Particulars entered in Register Book.
Passed (in S.D.B.) by	on <u>20.7.1965</u>
Signed by	at <u>11.00 am</u>
	 Registrar-General

PROGRESS RECORD.

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

Applicant:

CVC Law
Suite 18, 30 Market Street
WOLLONGONG NSW 2500

felicity@cvconveyancing.com.au

**PLANNING CERTIFICATE PURSUANT TO
SECTION 10.7 ENVIRONMENTAL PLANNING
AND ASSESSMENT ACT, 1979**

Applicants Reference: FTS020600

Certificate No: PL0667/2020

Print Date: 06 April 2020

LAND DESCRIPTION:

16 Charlton Street MOUNT WARRIGAL NSW 2528

Lot 149 DP 222964

Land ID: 2573

Disclaimer

Information contained in this certificate relates only to the land for which this certificate is issued on the day it is issued. This information is provided in good faith and the Council shall not incur any liability in respect of any such advice. Council relies on state agencies for advice and accordingly can only provide that information in accordance with the advice. Verification of the currency of agency advice should occur. For further information, please contact Council's Customer Service Section.

Title Information

Title information shown on this Planning Certificate is provided from Council's records and may not conform to information shown on the current Certificate of Title. Easements, restrictions as to user, rights of way and other similar information shown on the title of the land are not provided on this planning certificate.

Inspection of the land

The Council has made no inspection of the land for the purposes of this Planning Certificate.

PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

Matters contained in this certificate apply only to the land on the date of issue.

1. Name of Relevant Planning Instruments and DCPs

1.1 Which environmental planning instruments apply to the carrying out of development on the land?

Local Environmental Plan

Shellharbour Local Environmental Plan 2013.

Reference should also be made to NSW Legislation website www.legislation.nsw.gov.au for full details regarding this LEP.

State Environmental Planning Policies

SEPP No 21 - Caravan Parks.

The policy provides that where caravan parks or camping grounds are permissible under the environmental planning instrument, movable dwellings, as defined under the *Local Government Act, 1919*, are permissible.

SEPP No 33 - Hazardous & Offensive Development.

Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy.

SEPP No 36 - Manufactured Home Estates.

The policy -(i) defines where Manufactured Home Estates (MHEs) may be permitted and establishes criteria for the granting of development consent to these estates, - (ii) enables, with development consent, the subdivision of MHEs, provided such subdivision complies with the provisions of the Local Government (Manufactured Home Estates) Regulation 1993.

SEPP No 50 - Canal Estate Developments.

This policy provides that where the policy applies, a person shall not carry out canal estate development as defined in the policy.

SEPP No 55 - Remediation Of Land.

The policy aims to promote the remediation of contaminated land for the purpose of reducing risk of harm to human health or any other aspect of the environment. The policy applies to the whole state to ensure that remediation is permissible development and is always carried out to high standard. It specifies when consent is required for remediation and lists considerations that are relevant when rezoning land and determining development applications.

SEPP No 64 - Advertising And Signage.

The policy aims to improve the amenity of urban and natural settings by managing the impact of outdoor advertising.

.....
SEPP No 65 - Design Quality Of Residential Flat Development.

The policy raises the design quality of residential flat development across the state through the application of a series of design principles. Provides for the establishment of Design Review Panels to provide independent expert advice to councils on the merit of residential flat development. The accompanying regulation requires the involvement of a qualified designer throughout the design, approval and construction stages.

SEPP No 70 - Affordable Housing (Revised Schemes).

The policy extends the life of affordable housing provisions relating to: Sydney Regional Environmental Plan No 26 - City West, Willoughby Local Environmental Plan 1995, South Sydney Local Environmental Plan 1998.

SEPP - Building Sustainability Index: Basix 2004.

This policy applies to all new single dwelling houses or dual occupancy development from 1st July 2005, and to all new multi-dwelling development or alterations and additions from 1st October 2005. BASIX is a web based tool designed to assess the potential performance of residential buildings against sustainability criteria. Details are available at www.basix.nsw.gov.au or by contacting NSW Department of Infrastructure Planning and Natural Resources.

SEPP - (State Significant Precincts) 2005.

This policy identifies the criteria for state significant development to be determined by the Minister for Infrastructure and Planning. This will facilitate the development, redevelopment or protection of important urban, coastal and regional sites of economic, environmental or social significance to the state.

SEPP - (Housing for Seniors or People with a Disability) 2004.

The policy aims to encourage the development of high quality accommodation for our ageing population and for people who have disabilities - housing that is in keeping with the local neighbourhood.

SEPP - (Mining, Petroleum Production and Extractive Industries) 2007.

This SEPP aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the purpose of promoting the social and economic welfare of the State. The policy also aims to facilitate the orderly and economic use and development of land containing mineral, petroleum and extractive material resources and to establish appropriate planning controls to encourage ecologically sustainable development through the environmental assessment and sustainable management, of development of mineral, petroleum and extractive material resources.

SEPP - (Infrastructure) 2007.

The aim of this Policy is to facilitate the effective delivery of infrastructure across the State by:

- a) improving regulatory certainty and efficiency through a consistent planning regime for infrastructure and the provision of services, and
- b) providing greater flexibility in the location of infrastructure and service facilities, and
- c) allowing for the efficient development, redevelopment or disposal of surplus government owned land, and
- d) identifying the environmental assessment category into which different types of infrastructure and services development fall (including identifying certain

-
- e) identifying matters to be considered in the assessment of development adjacent to particular types of infrastructure development, and
 - f) providing for consultation with relevant public authorities about certain development during the assessment process or prior to development commencing.

SEPP - (Exempt & Complying Development Codes) 2008.

This policy aims to provide streamlined assessment processes for development that complies with specified development standards by identifying in the General Exempt Development Code the types of development that may be carried out without the need for development consent and in the Complying Development Codes the types of complying development that may be carried out in accordance with a complying development certificate.

SEPP - State Environmental Planning Policy (Affordable Rental Housing) 2009.
The aims of this Policy are as follows:

- a) to provide a consistent planning regime for the provision of affordable rental housing,
- b) to facilitate the effective delivery of new affordable rental housing by providing incentives by way of expanded zoning permissibility, floor space ratio bonuses and non-discretionary development standards
- c) to facilitate the retention and mitigate the loss of existing affordable rental housing
- d) to employ a balanced approach between obligations for retaining and mitigating the loss of existing affordable rental housing, and incentives for the development of new affordable rental housing,
- e) to facilitate an expanded role for not-for-profit-providers of affordable rental housing
- f) to support local business centres by providing affordable rental housing for workers close to places of work
- g) to facilitate the development of housing for the homeless and other disadvantaged people who may require support services, including group homes and supportive accommodation.

SEPP - State Environmental Planning Policy (State & Regional Development) 2011.

The SEPP aims to:

- a) Identify development that is State significant development,
- b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- c) to confer functions on joint regional planning panels to determine development applications.

SEPP - State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007.

This Policy aims to:

- a) to provide that the erection of temporary structures is permissible with consent across the State,
- b) to ensure that suitable provision is made for ensuring the safety of persons using temporary structures,
- c) to encourage the protection of the environment at the location, and in the vicinity, of temporary structures by specifying relevant matters for consideration,

-
- d) to provide that development comprising the subdivision of land, the erection of a building or the demolition of a building, to the extent to which it does not already require development consent under another environmental planning instrument, cannot be carried out except with development consent.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.

The aims of this Policy are to:

- (a) protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
- (b) preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017.

This Policy aims to facilitate the effective delivery of educational establishments and early education and care facilities across the State.

State Environmental Planning Policy (Coastal Management) 2018.

This SEPP applies to the whole lot. The aim of this SEPP is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the *Coastal Management Act 2016*.

State Environmental Planning Policy (Primary Production and Rural Development) 2019

The aims of this Policy are to:

- Facilitate the orderly economic use and development of lands for primary production
- Reduce land use conflict
- Identify State significant agricultural land for the purpose of ensuring the ongoing viability of agriculture on that land and
- Simplify the regulatory process for smaller-scale low risk artificial waterbodies.

Deemed SEPP's (Regional Environmental Plans)

No Deemed SEPPs apply to the land.

1.2 Which proposed environmental planning instruments apply to the carrying out of development on the land that is or has been the subject of community consultation or public exhibition?

Planning Proposal - Local Environmental Plan

Shellharbour LEP 2013 Planning Proposal No 15 - Short term rental accommodation. This Planning Proposal is to consider permitting either with or without consent, subject to compliance with specific criteria, short term rental accommodation in the Shellharbour Local Government Area where a dwelling is legally permitted.

Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Exempt & Complying Development Codes) 2008

The proposed amendments comprise over 50 changes to the SEPP including:

- Introduce new definitions to provide clarity and certainty;
- Clarify the policy intent in the case of minor inconsistencies;
- Improve existing diagrams to ensure they adequately reflect the development standards; and
- Correct minor drafting errors including incorrect clause references.

Full details can be found at www.planning.nsw.gov.au

Standard Instrument LEP - introduction of a definition of short term rental accommodation that is not a form of tourist and visitor accommodation and is permissible in all zones in which dwellings are permissible.

State Environmental Planning Policy (Exempt & Complying Development Codes) 2008 - Short Term Rental Accommodation.

The key changes to the State Environmental Planning Policy include specific provisions and required development standards so that Short Term Rental Accommodation is permitted as exempt or complying development and include minimum fire safety and evacuation requirements for individual premises used for Short Term Rental Accommodation.

Full details of the Standard Instrument LEP and State Environmental Planning Policy changes can be found on the website of the NSW Department of Planning & Environment www.planning.nsw.gov.au

1.3 Which development control plans apply to the carrying out of development on the land?

The Shellharbour Development Control (DCP) is Council's only DCP and applies to all of the Shellharbour City Council area except for the land at Calderwood covered by the Major Development State Environmental Planning Policy.

The DCP covers many forms of development including residential, commercial and industrial and will potentially apply to any development within the Shellharbour City Council area that requires development consent.

Section 79C of the *Environmental Planning and Assessment Act* lists a DCP as a matter for consideration in determining a development application.

Draft Exhibited Development Control Plan

No exhibited draft Development Control Plans apply to the land.

.....
Technical Policies

Shellharbour City Council Stormwater Policy. Council has adopted the Shellharbour City Council Stormwater Policy that would apply to all lots within the Shellharbour City Local Government Area.

Exhibited Technical Policies

There are no Exhibited Technical Policies on this land.

- 1.4 In this clause, proposed environmental planning instrument includes a planning proposal for the LEP or a draft environmental planning instrument.**

2. ZONING AND LAND USE UNDER RELEVANT LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 above (other than a SEPP or proposed SEPP) that applies to the land:

- 2.1 What is the identity of the zoning for the land?**

Shellharbour LEP 2013 - R2 Low Density Residential.

- 2.2 For what purposes may development be carried out within the zone without the need for development consent?**

Shellharbour LEP 2013 - R2: Home occupations.

- 2.3 For what purposes may development not be carried out within the zone except with development consent?**

Shellharbour LEP 2013 - R2: Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Jetties; Multi dwelling housing; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Water reticulation systems.

Exceptions

Shellharbour LEP 2013 - No.

- 2.4 For what purposes is development prohibited within the zone?**

Shellharbour LEP 2013 - R2: Any development not specified in clause 2.2 or 2.3.

.....
2.5 Are there any development standards applying to the land which fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the minimum land dimensions so fixed?

Shellharbour LEP 2013 - No.

Note: A minimum lot size applies to all land shown on the Lot Size Map and/or as outlined in Shellharbour LEP 2013 written instrument.

Note: A clause for the subdivision of certain split zoned land applies as outlined in the Shellharbour LEP 2013 written instrument.

2.6 Does the land include or comprise a critical habitat?

Shellharbour LEP 2013 - No.

2.7 Is the land in a conservation area?

Shellharbour LEP 2013 - No.

2.8 Is an item of environmental heritage situated on the land?

Shellharbour LEP 2013 - No.

2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

This clause does not apply to the land.

3. COMPLYING DEVELOPMENT

3.1 The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

3.2 The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

3.3 If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Housing Code

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

Rural Housing Code

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

Greenfield Housing Code

Complying Development under the Greenfield Housing Code MAY NOT be carried out on the land.

Housing Alterations Code

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

General Development Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

Subdivisions Code

Complying development under the Subdivision Code MAY be carried out on the land.

Demolition Code

Complying Development under the Demolition Code MAY be carried out on the land.

Fire Safety Code

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

Container Recycling Facilities Code

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

.....
4B **ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS**

Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

Not applicable.

5. **MINE SUBSIDENCE**

5.1 Is the land proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*?

No.

6. **ROAD WIDENING AND ROAD REALIGNMENT**

6.1 Is the land affected by any road widening or road realignment under:

(A) Division 2 of Part 3 of the *Roads Act 1993*?

No.

(B) Any environmental planning instrument?

No.

(C) Any resolution of the Council?

No.

7. **COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS.**

Is the land affected by a policy either adopted by Council OR adopted by any other public authority and notified to the Council (for the express purposes of its adoption by that authority being referred to in planning certificates issued by the Council) that restricts the development of the land because of the likelihood of:

7.1 Landslip

No.

7.2 Bushfire

No.

.....
7.3 Tidal Inundation

No.

7.4 Subsidence

No.

7.5 Acid Sulphate Soils

No

7.6 Any other risk

No.

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

7A.1 Is development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) subject to flood related development controls?

Council has no record indicating that the land may be located within a flood hazard area. If you have any doubt as to whether the land is affected by flooding, the services of a suitably qualified Consulting Engineer should be obtained.

7A.2 Is development on the land or part of the land for any other purpose subject to flood related development controls?

Council has no record indicating that the land may be located within a flood hazard area. If you have any doubt as to whether the land is affected by flooding, the services of a suitably qualified Consulting Engineer should be obtained.

7A.3 Words and expressions in this clause have the same meanings as in the Standard Instrument.

8. LAND RESERVED FOR ACQUISITION

8.1 Does any environmental planning instrument or proposed environmental planning instrument referred to in item 1 above make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the *Environmental Planning & Assessment Act*?

Shellharbour LEP 2013 - No.

9. CONTRIBUTIONS PLAN

9.1 Which contributions plan/s apply to the land?

Shellharbour Local Infrastructure Contributions Plan 2019 (9th Review).

.....
9A BIODIVERSITY CERTIFIED LAND

9A.1 Is the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

No.

10. BIODIVERSITY STEWARDSHIP SITES

10.1 Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, that council is aware of?

No.

10A NATIVE VEGETATION CLEARING SET ASIDES

10A.1 Does the land contain a set aside area under section 60ZC of the *Local Land Services Act 2013* that council is aware of or is registered in the public register under that section?

No.

11. BUSH FIRE PRONE LAND

11.1 Is any of the land bushfire prone land as defined in the *Environmental Planning & Assessment Act 1979*?

No.

12. PROPERTY VEGETATION PLANS

12.1 Does a property vegetation plan under the *Native Vegetation Act 2003* apply to the land, being a plan to which the council has been notified of its existence by the person or body that approved the plan under the Act?

No.

13. ORDERS UNDER *TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006*

13.1 Has an order been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land, being an order to which the council has been notified of?

No.

14. DIRECTIONS UNDER PART 3A

14.1 Is there a direction by the Minister in force under section 75P(2)(c1) of the *Environmental Planning & Assessment Act 1979* that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect?

.....
No.

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

- 15.1 If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies, is there a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land?

No.

- 15.2 If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies, have any terms of a kind referred to in clause 18(2) of that SEPP been imposed as a condition of consent to a development application granted after 11 October in respect of the land?

No.

16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS

- 16.1 Is there a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land?

No.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

- 17.1 Is there a current site compatibility statement (affordable rental housing), of which the council is aware, in respect of proposed development on the land?

No.

- 17.2 Have any terms of a kind referred to in clause 17(1) or 38(1) of the *State Environmental Planning Policy (Affordable Rental Housing) 2009* been imposed as a condition of consent to a development application in respect of the land?

No.

18. PAPER SUBDIVISION INFORMATION

- 18.1 The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

Not applicable.

- 18.2 The date of any subdivision order that applies to the land.

Not applicable.

.....
18.3 Words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning & Assessment Regulation.

19. SITE VERIFICATION CERTIFICATES

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

No.

19.2 The certificate ceases to be current on:

Not applicable.

19.3 A copy of the certificate may be obtained from the head office of the NSW Department of Planning and Environment.

20. LOOSE-FILL ASBESTOS INSULATION

20.1 Does the land include any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?

Council is not aware that the land is on the register. You should make your own enquiries with NSW Fair Trading and search the register available on their website to confirm this information.

21. AFFECTED BUILDING NOTICES PRODUCT RECTIFICATION ORDERS

21.1 Is an affected building notice, of which council is aware, in force in respect of the land?

No

21.2 Is there any building product rectification order, of which council is aware, in force in respect of the land that has not been fully complied with?

No

21.3 Has any notice of intention to make a building product rectification order, of which council is aware, been given in respect of the land and is outstanding?

No

NOTE: MATTERS PRESCRIBED BY SECTION 59(2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997 (CLM Act)

(a) Is the land significantly contaminated land within the meaning of the CLM Act at the date of this certificate?

No.

.....
(b) Is the land subject to a management order within the meaning of the *CLM Act* at the date of this certificate?

No.

(c) Is the land the subject of an approved voluntary management proposal within the meaning of the *CLM Act* at the date of this certificate?

No.

(d) Is the land the subject of an ongoing maintenance order within the meaning of the *CLM Act* at the date of this certificate?

No.

(e) Is the land the subject of a site audit statement within the meaning of the *CLM Act* (such a statement having been provided to Council at any time)?

No.

CONTAMINATED INFORMATION - 1a. There are no matters listed under Section 59(2) of the *Contaminated Land Management Act 1997* which should be specified on this certificate.

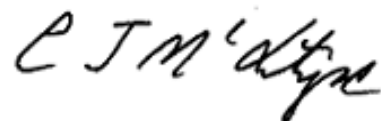
CONTAMINATED INFORMATION - 2a. The land is affected by a policy adopted by Council that restricts development of land if there is likelihood of contamination. Council has not assessed the likelihood of contamination of the land and cannot certify whether or not the policy restricts development of the land.

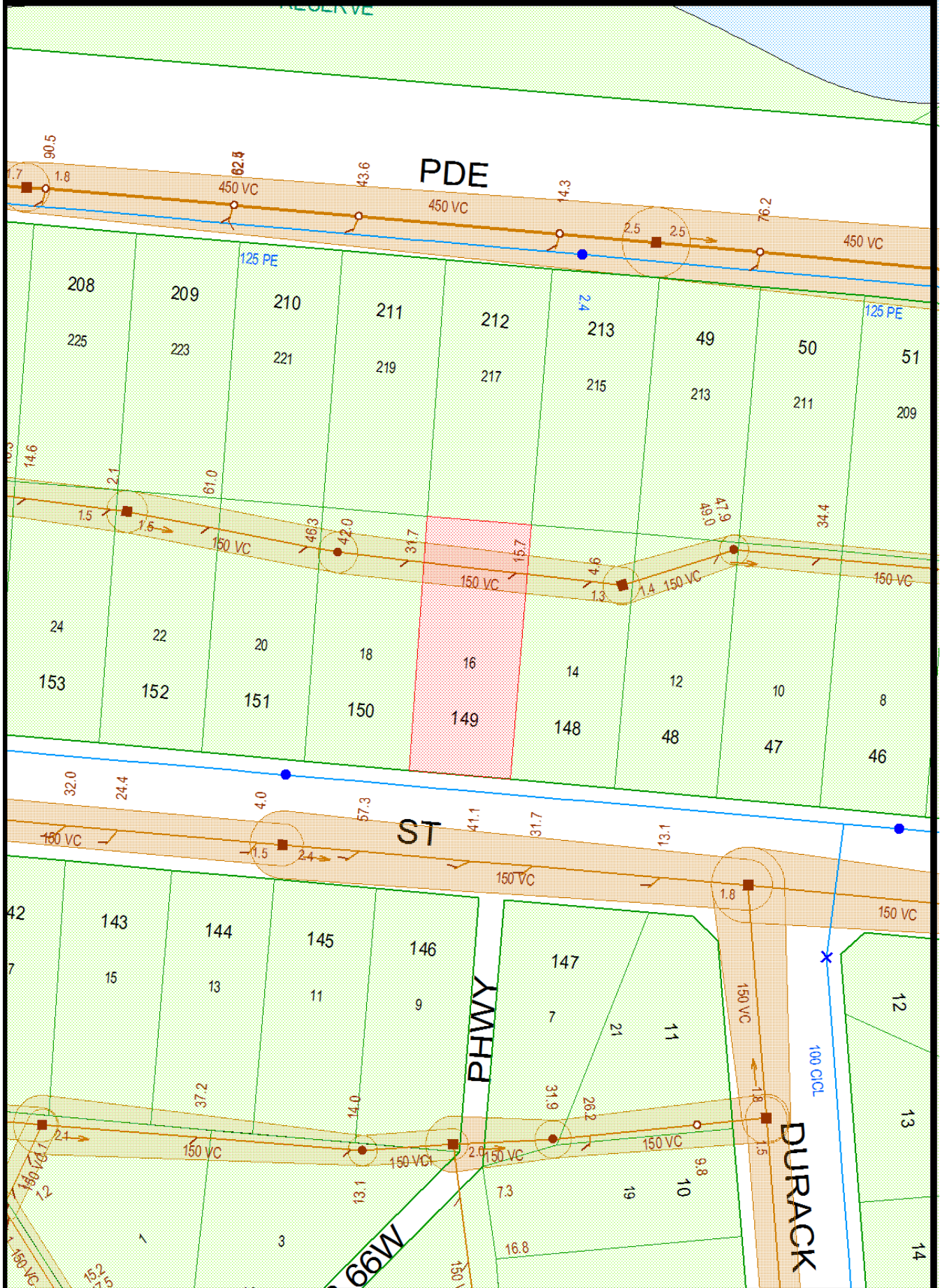
PART B: NOTATIONS

There are no Part B notations on this property.

For further information please contact the
Land & Information Services on
(02) 4221 6111

Carey McIntyre
General Manager





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

SEWERAGE SERVICE DIAGRAM

Municipality of Shellharbour

No. 25587

Mt. Warrigal

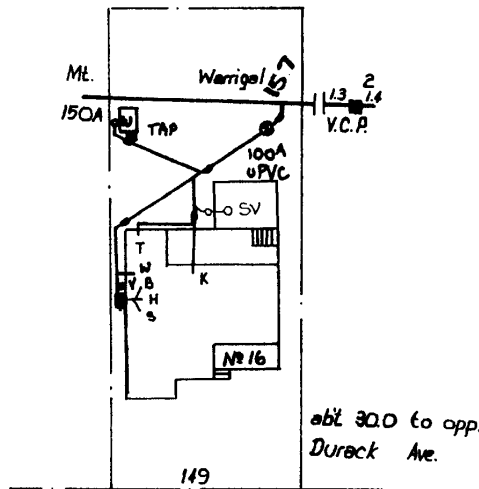
- Boundary Trap
- ⊕ Inspection Shaft
- Pit
- ▨ Grease Interceptor
- ⊗ Gully
- ⊗ P Trap

- SYMBOLS AND ABBREVIATIONS**
- R Reflux Valve
 - ⊖ Cleaning Eye
 - Vert Vertical Pipe
 - V Vent Pipe
 - SV Soil Vent Pipe
 - DC Down Cast Cowl
 - IP Induct Pipe
 - MF Mica Flap
 - T Tubs
 - K Kitchen Sink
 - W Water Closet
 - B Bath Waste

- Capin**
- H Basin
 - S Shower
 - WIP Wrought Iron Pipe
 - CIP Cast Iron Pipe
 - F Floor Waste
 - M 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.



CHARLTON ST.

RATE No. 100 01680 0 W.C.s

Scale 1:500

SHEET No. 11885 U.C.s

Distances/depths in metres;
pipe diameters in millimetres

For House Services Engineer

DRAINAGE		BRANCH OFFICE		PLUMBING	
..... W.C.	Supervised by	Date	Date	Supervised by	Date
..... Bth.	Inspector
..... Shr.		Examined by	Outfall <i>Shellharbour</i>	Inspector
..... Bsn.	Chief Inspector		Drainer	021 - 218 5085 224
..... K.S.		Plumber		
..... T.	Tracing Checked	Boundary Trap	is not required	
..... Pfg.			
Dge. Int.					
Dge. Ext.					

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

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	b966eade
Property Address:	16 CHARLTON STREET MOUNT WARRIGAL
Date of Registration:	09 April 2020
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	In ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

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

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?

- (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 22.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

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