

Contract for the sale and purchase of land 2019 edition

| TERM | MEANING OF TERM | eCOS ID: 87974363 | NSW DAN: |
|---|--|-------------------|---|
| vendor's agent | Sanders Property Agents 9 Jannali Avenue JANNALI NSW 2226 | | Phone: 02 9528 9299 Fax: 02 9528 9460 Ref: Andrew Bloom |
| co-agent | | | |
| vendor | SUZANA SEVER-IVANIC | | |
| vendor's solicitor | Shire Legal Level 4 29 Kiora Road MIRANDA NSW 2228 PO Box 495 Miranda NSW 1490 | | Phone: 02 9526 3456 Fax: Ref: 213174 |
| date for completion | See Special Condition 21 | (clause 15) | Email: vstokes@shirelegal.com.au |
| land | 20B SECOND AVE JANNALI NSW 2226 | | |
| (Address, plan details and title reference) | Lot 2 in an unregistered plan being part of LOT 218 in Deposited Plan 17295 Part 218/17295 | | |
| | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies | | |
| improvements | <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Duplex | | |
| attached copies | <input checked="" 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"/> built-in wardrobes <input checked="" type="checkbox"/> clothes line <input type="checkbox"/> curtains | <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> other: Wall Air Conditioner Smoke/Heat Detectors | <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> solar panels | <input checked="" type="checkbox"/> stove <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna |
| exclusions | | | | |
| purchaser | | | | |
| purchaser's solicitor | | | | Phone: Fax: Ref: Email: |
| price | \$ | | | |
| deposit | \$ | (10% of the price, unless otherwise stated) | | |
| balance | \$ | | | |
| contract date | (if not stated, the date this contract was made) | | | |

buyer's agent

| | |
|---|--|
| vendor <hr/> | witness <hr/> |
| <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> GST AMOUNT (optional) The price includes GST of: \$ </div> | |
| purchaser <hr/> | witness <hr/> |
| <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common | <input type="checkbox"/> in unequal shares |
| BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION | |
| 213174 | 87974363 |

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

☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

PEXA

Electronic transaction (clause 30)

☐ no ☒ YES

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

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

land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name: Suzana Sever-Ivanic

Supplier's ABN: 58 421 303 878

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

| General | Strata or community title (clause 23 of the contract) |
|--|---|
| <input checked="" type="checkbox"/> 1 property certificate for the land | <input type="checkbox"/> 32 property certificate for strata common property |
| <input checked="" type="checkbox"/> 2 plan of the land | <input type="checkbox"/> 33 plan creating strata common property |
| <input checked="" type="checkbox"/> 3 unregistered plan of the land | <input type="checkbox"/> 34 strata by-laws |
| <input checked="" type="checkbox"/> 4 plan of land to be subdivided | <input type="checkbox"/> 35 strata development contract or statement |
| <input type="checkbox"/> 5 document that is to be lodged with a relevant plan | <input type="checkbox"/> 36 strata management statement |
| <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 | <input type="checkbox"/> 37 strata renewal proposal |
| <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) | <input type="checkbox"/> 38 strata renewal plan |
| <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) | <input type="checkbox"/> 39 leasehold strata - lease of lot and common property |
| <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) | <input type="checkbox"/> 40 property certificate for neighbourhood property |
| <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract | <input type="checkbox"/> 41 plan creating neighbourhood property |
| <input type="checkbox"/> 11 <i>planning agreement</i> | <input type="checkbox"/> 42 neighbourhood development contract |
| <input type="checkbox"/> 12 section 88G certificate (positive covenant) | <input type="checkbox"/> 43 neighbourhood management statement |
| <input type="checkbox"/> 13 survey report | <input type="checkbox"/> 44 property certificate for precinct property |
| <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> | <input type="checkbox"/> 45 plan creating precinct property |
| <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) | <input type="checkbox"/> 46 precinct development contract |
| <input type="checkbox"/> 16 other document relevant to tenancies | <input type="checkbox"/> 47 precinct management statement |
| <input type="checkbox"/> 17 licence benefiting the land | <input type="checkbox"/> 48 property certificate for community property |
| <input type="checkbox"/> 18 old system document | <input type="checkbox"/> 49 plan creating community property |
| <input type="checkbox"/> 19 Crown purchase statement of account | <input type="checkbox"/> 50 community development contract |
| <input type="checkbox"/> 20 building management statement | <input type="checkbox"/> 51 community management statement |
| <input 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 checked="" 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 type="checkbox"/> 28 evidence of registration | |
| <input type="checkbox"/> 29 relevant occupation certificate | |
| <input type="checkbox"/> 30 certificate of non-compliance | |
| <input type="checkbox"/> 31 detailed reasons of non-compliance | |

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

| | |
|---|--|
| 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 |
|---|--|

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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
 - 7.1.1 the total amount claimed exceeds 5% of the price;
 - 7.1.2 the vendor *serves* notice of intention to *rescind*; and
 - 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
 - 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
 - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
 - 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
 - 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
 - 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
 - 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
 - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
 - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
 - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
 - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
 - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
 - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |

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

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.



SPECIAL CONDITIONS TO THE CONTRACT FOR SALE OF LAND

BETWEEN Suzana Sever-Ivanic


AND

PROPERTY 20B Second Avenue, Jannali

1. Interpretation

The following rules of interpretation apply unless the context requires otherwise:

- 1.1. the singular includes the plural and conversely;
- 1.2. a gender includes all genders;
- 1.3. where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 1.4. a reference to a person includes a body corporate, an unincorporated body and conversely;
- 1.5. a clause refers to a clause of the standard printed form of Contract for the Sale of Land – 2019 edition or of these Special Conditions;
- 1.6. a reference to any party to this contract or any other agreement or document includes that party's successors and permitted assigns;
- 1.7. headings are for convenience and do not affect the interpretation;
- 1.8. a reference to any agreement or document is a reference to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this contract;
- 1.9. a reference to any legislation or any provision of any legislation includes any modification or re-enactment of it, any legislative provisions substituted for it and all regulations and statutory instruments issued under it;
- 1.10. a reference to a right or obligation of any two or more persons confers that right and imposes that obligation, as the case may be, jointly and severally;
- 1.11. a reference to conduct includes any omission, statement or undertaking whether or not in writing;
- 1.12. "include" or "including" are not words of limitation; and

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- 1.13. in the event of any inconsistency between these Special Conditions and the clauses, these Special Conditions shall prevail.


2. Amendments to standard clauses

The clauses of the Contract for the Sale of Land – 2019 edition are amended as follows:

- 2.1. delete clause 3;
- 2.2. delete clause 4.2;
- 2.3. delete clause 5.1;
- 2.4. amend clause 5.2.3 by replacing “a reasonable time” with “21 days after the date of this contract”;
- 2.5. delete Clause 6.2;
- 2.6. amend clause 7.1.1 by replacing “5%” with “\$500”;
- 2.7. amend clause 7.2.1 by replacing “10%” with “1%”;
- 2.8. amend clause 8.1 by deleting the words “on reasonable grounds”;
- 2.9. amend clause 10.1.1 by inserting “or any failure to comply with the provisions of the *Swimming Pools Act 1992* or any regulations of that Act”;
- 2.10. amend clauses 10.1.8 and 10.1.9 by:
 - 2.10.1. replacing the word “substance” with the word “existence”;
 - 2.10.2. replacing “disclosed” with “noted”; and
 - 2.10.3. insert the following at the end of clause 10.1:

“For the purposes of this contract, including clauses 10.1.8 and 10.1.9, the existence of any easement or restriction is sufficiently noted by the annexing to the contract of copies of the documents creating, referring to, or otherwise giving rise to that easement or restriction.”
- 2.11. delete clause 14.4.2;
- 2.12. amend clause 16.6 by adding after the last word:

“providing that the uncleared certificate is received 10 days prior to the date of settlement, otherwise the Purchaser must accept an



undertaking on settlement from the Vendor that the land tax certificate will be cleared within 14 days after settlement”;

- 2.13. amend clause 16.7 by deleting the words “cash (up to \$2,000.00) or” and amend the word “settlement” to read “bank”;
- 2.14. delete clause 16.8;
- 2.15. delete clause 16.12; and
- 2.16. amend clause 18 by adding the following:


“18.8 The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property”.

3. Execution of contract by DocuSign

- 3.1. In this clause “DocuSign” means the secure electronic signature technology system operated by DocuSign inc.
- 3.2. The Vendor and the Purchaser acknowledge and agree that:
 - 3.2.1. Prior to execution of this contract, both parties consented to the contract being electronically signed using DocuSign;
 - 3.2.2. The contract may be executed electronically using DocuSign in counterparts and together both counterparts constitute one and the same contract;
 - 3.2.3. The delivery of a counterpart of the contract bearing an electronic signature rather than a “wet” signature shall be deemed to bind that part whose signature is presented;
 - 3.2.4. This contract is binding on both the Vendor and the Purchaser irrespective of whether the parties’ signatures have been witnessed or not;
 - 3.2.5. The parties will be bound by the provisions of the *Electronic Transactions Act 2000 (NSW)* in relation the execution of this contract.


4. Real estate agent

- 4.1. The Purchaser warrants that the Purchaser was 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 or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale except the Vendor’s Agent (if any) named in the particulars.

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- 4.2. The Purchaser agrees that they will at all times indemnify and keep indemnified the Vendor (and if more than one, each of them) from and against any claim whatsoever for commission which might be made by any real estate agent or other person arising out of or in connection with the Purchaser's breach of such warranty.
 - 4.3. 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.


5. Sale subject to subdivision

- 5.1. The parties acknowledge that this Contract is conditional upon the Vendor registering the following documents within six (6) months of the Contract date ("Sunset Date"):
 - 5.1.1. the Plan of Subdivision (substantially in the form annexed hereto); and
 - 5.1.2. any further dealings required by the Plan of Subdivision approval.(“Registration Documents”)
- 5.2. The Vendor will use its best endeavours to procure the registration of the Registration Documents prior to the Sunset Date.
- 5.3. The Vendor can extend the Sunset Date by up to three (3) months by notice in writing to the Purchaser prior to the expiry of the Sunset Date.
- 5.4. In the event that the Registration Documents are not registered by the Sunset Date, then:
 - 5.4.1. the Purchaser shall have the right to rescind by notice in writing to the Vendor whereupon the provisions of clause 19 shall apply; and
 - 5.4.2. the Vendor shall have the right to rescind by notice in writing to the Purchaser whereupon the provisions of clause 19 shall apply, but only if the Vendor complies with special condition 5.2 and the provisions of Part 4 Division 10 of the *Conveyancing Act 1919* (NSW).
- 5.5. The Vendor reserves the right to make any amendments to any of the Registration Documents, including but not limited to:
 - 5.5.1. the total number of lots from those shown on the Plan of Subdivision;
 - 5.5.2. the numbering of lots from those shown on the Plan of Subdivision;
 - 5.5.3. the dimensions or areas of lots from those shown on the Plan of Subdivision;

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- 5.5.4. the location of lots from those shown on the Plan of Subdivision;
 - 5.5.5. the location of easements from those shown on the Plan of Subdivision; and
 - 5.5.6. any other amendment required to obtain the approval thereof by the responsible authorities and registration at NSW Land Registry Services.

The Purchaser cannot make any requisition, claim or objection, delay completion, or rescind or terminate the Contract in this respect, unless any such amendment substantially detrimentally affects the property and is other than minor, including but not limited to an amendment to the area of the property of more than 5%.

- 5.6. If there is any amendment to the Plan of Subdivision on registration that substantially detrimentally affects the property and the Vendor:
 - 5.6.1. *serves a notice* – the Purchaser can rescind but only, despite clause 19.1.1, within 7 days of service of that notice and this time is essential; or
 - 5.6.2. *does not serve a notice* – the Purchaser can rescind but only, despite clause 19.1.1, within 7 days of the Vendor serving notice of registration of the Plan of Subdivision and this time is essential.
- 5.7. The Vendor can at any time serve upon the Purchaser a notice advising of amendments to the Plan of Subdivision which in the opinion of the Vendor that substantially detrimentally affects the property.
- 5.8. This right of rescission cannot be exercise in relation to an amendment to the Plan of Subdivision resulting from a construction amendment of which notice was served by the Vendor. For the purposes of this clause, a construction amendment includes:
 - 5.8.1. Changes to the location of areas designed to be used primarily for storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, shop, office or the like(s);
 - 5.8.2. Relocation of columns or changes to floor area or ceiling height;
 - 5.8.3. Changes to enable the proper construction of the building;
 - 5.8.4. Changes to the exterior of the building;
 - 5.8.5. Changes to the internal layout of the lot or building forming part of the property; and

- 
- 5.8.6. Changes to enable the provision of services including air conditioning within the lot or building,
- or any one or more of them.

6. Outgoings

- 6.1. If separate assessments for Council Rates, Water and Sewerage Rates and Land Tax are not available for the land hereby sold as at the Completion Date, then the parties agree to make adjustments on a paid basis as follows:
- 6.1.1. Council rates - \$2,500 per financial year;
- 6.1.2. Water rates - \$350 per quarter; and
- 6.1.3. Land tax - \$2,500 per calendar year.
- 6.2. The Vendor undertakes to pay the said rates and charges payable for the land hereby sold as at the date of completion by the respective due date or dates for payment thereof. No adjustment shall thereafter be made in respect of the actual assessment, if any, issued for the land hereby sold after the date of completion. This clause shall not merge on completion.


7. Easements and Covenants on Title

- 7.1. The Purchaser acknowledges that there will be created on the Title the easements and covenants referred to in the draft Section 88B Instrument a copy of which is annexed to this Contract.
- 7.2. The Vendor reserves the right to make any alterations to the Section 88B Instrument as may be required to obtain the approval thereof by the Council, Electricity Authority and other service providers and registration at NSW Land Registry Services, including but not limited to further easements, restrictions and/or covenants. The Purchaser cannot make any requisition, claim or objection, delay completion or rescind or terminate the Contract in this respect.

8. Present condition and state of repair

The Purchaser acknowledges that:

- 8.1. the Purchaser has inspected the property;
- 8.2. the Purchaser enters into the contract as a result of the Purchaser's own enquiries and inspections;
- 8.3. the Purchaser has not relied on any statement, representation or warranty by or on behalf of the Vendor other than those as set out in this contract;

- 
- 8.4. the Vendor has not authorised the Vendor's Agent or any other person to make any representations or warranties in relation to:
 - 8.4.1. the fitness or suitability for any particular purpose of the property;
 - 8.4.2. the property or the neighbourhood in which the property is situated;
 - 8.4.3. any event which may have occurred at the property;
 - 8.4.4. any act to be performed by the Vendor;
 - 8.4.5. the manner in which the Vendor will or will not enforce the Vendor's rights as set out in this Contract; or
 - 8.4.6. any other matter or thing regarding the sale of the property.
 - 8.5. the Purchaser has satisfied itself as to the soundness and state of repair of any improvements, fences and chattels, if any;
 - 8.6. the Purchaser has satisfied itself as to the existence, compliance or otherwise with all and any covenants which in the case of land under *Real Property Act* are noted upon the relevant Certificate of Title;
 - 8.7. the property is sold and is to be accepted by the Purchaser in its present state of repair and condition, including mechanical breakdown, and subject to any infestation or dilapidation including all latent and patent defects and faults; and
 - 8.8. the Purchaser will make no requisitions, objections or claims for compensation in respect of any the aforesaid matters. The Purchaser shall not call upon the Vendor to carry out any repairs to the property, or to any furnishings and/or chattels, comply with a work order made after the date hereof nor effect any treatment for pest infestation.


9. Encroachment

The Purchaser is not entitled to make any objection, requisition or claim in respect of:

- 9.1. any encroachment onto any adjoining land by any building or structure on the land, including a dividing fence; or
- 9.2. any encroachment onto the land by any building or structure on any adjoining land, including a dividing fence.

10. Existing installations/services

The Purchaser acknowledges that the Purchaser is purchasing the subject property and shall take title thereto subject to existing water, sewerage, drainage, plumbing, gas,



electricity, telephone and other installations or services (if any) and shall not make any requisition, objection or claims for compensation in respect of:

- 10.1. the nature, location, availability or non-availability of any such service; or
- 10.2. any such service being a joint service with any other property or properties; or
- 10.3. any services for any other property or properties or the pipes or connections therefore passing through the subject property; or
- 10.4. whether or not the property is subject to or has the benefit of any rights or easements in respect of any such service or the mains, pipes or connections therefore.


11. Foxtel

The Vendors do not purport to pass title to the Foxtel receiver attached to the premises, if any, but the Purchaser shall not require the Vendors to remove it prior to settlement or at all.

12. Release of Deposit

Should the Vendor so require the Purchaser agrees to authorise the Depositholder to release and otherwise account for up to the whole of the deposit monies paid hereunder prior to completion upon the following terms:

- 12.1. The release of such funds shall only be for the purposes of allowing the Vendor to pay:
 - 12.1.1. a deposit on a Contract for purchase of property;
 - 12.1.2. any stamp duty due on the purchase of property; or
 - 12.1.3. a deposit/bond for a nursing home or retirement village.
- 12.2. If released for the purposes of paying a deposit, the funds shall be held by the Solicitor and/or the Depositholder acting on the sale of such property to the Vendor and the Vendor shall not authorise that party to release those funds otherwise without the consent of the Purchasers first had and obtained;
- 12.3. The release of such funds shall take place at the request of the Vendor in respect of a specific property and the authority for such release to the stakeholder holding the deposit shall be effected by the Vendor's Solicitor forwarding a copy of this clause to that stakeholder requesting release of the deposit;

- 
- 12.4. The Vendor undertakes not to further encumber the property in any way whatsoever after release of the said deposit; and
- 12.5. Should the Depositholder invest the deposit pursuant to the provisions hereof no interest shall be payable in respect of that part of the deposit released to the Vendor pursuant to this clause.

13. Deposit bond

In the event that the Vendor accepts a Bond (Deposit Bond) or Bank Guarantee for the deposit, the Purchaser shall ensure that such Deposit Bond or Bank Guarantee is from an institution that normally issues such Deposit Bonds or Bank Guarantees and the determination of this issue will be by the Depositholder having regard to the usual conveyancing practice in the Sydney area. Such Deposit Bond or Bank Guarantee must be for a term of not less than 6 months from the date of its issue and shall be in favour of the Depositholder.

14. Finance

The Purchaser warrants that the Purchaser does not require to borrow monies for the purpose of this transaction, or that:

- 14.1. finance has been obtained by the Purchaser which is satisfactory for the purpose or completion of this Contract;
- 14.2. the terms of such finance are reasonable for the Purchaser's needs; and
- 14.3. such finance is sufficient to allow the Purchaser to complete this Contract.

The Purchaser acknowledges that the Vendor relies on this warranty and notwithstanding the provisions of section 124 of the *Consumer Credit Code* (or any legislation in substitution thereof) the Purchaser acknowledges that he is liable and will remain liable to the Vendor for any damages arising from breach of the warranty herein stated.

This clause shall not merge on completion.



15. Foreign Purchaser

The Purchaser warrants that the Purchaser:

- 15.1. is not a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act 1975* (Cth) and it does not require the consent of the Foreign Investment Review Board to the purchase of the property and in the event, notwithstanding this warranty, that any fine or penalty is incurred by the Vendor for any non-compliance with the Act relating to the foreign acquisition of certain land interests and to foreign control of certain business enterprises and mineral rights, then the Purchaser shall indemnify and keep indemnified the Vendor against such fine or penalty; or
- 15.2. is a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act 1975* (Cth) and that the Treasurer of the Commonwealth of Australia has advised in writing that the Treasurer has no objection to the acquisition of the property by the Purchaser.

16. Requisitions on Title

The Vendor shall not be required to answer requisitions on title that are not in the form annexed hereto, if any.

17. Particulars of title


Sufficient particulars of title for the preparation of the transfer are contained in this Contract and the Purchaser shall not request the Vendor to provide any further Statement of Title.

18. Memorandum of Transfer

The Transfer is to be served on the Vendor's Solicitor in accordance with clause 4.1 of the Contract. If the Transfer is not received within the time stipulated in clause 4.1, the Purchaser shall allow on settlement an additional sum of \$77.00 (inclusive of GST) in favour of the Vendor, such amount being a genuine pre-estimate of the Vendor's additional costs of having the Transfer executed in time for settlement.

19. Caveat

The Purchaser shall not lodge a Caveat on the title to protect its interest under this Contract. In the event that the Purchaser does lodge a Caveat, the Purchaser hereby irrevocably appoints the Vendor or his nominee as the Purchaser's Attorney for the purposes of executing a withdrawal of such Caveat.



20. Extension of Cooling Off Period


- 20.1. Where the Purchaser requests the Vendor to extend any Cooling Off period, it is an essential term that on completion of this Contract the Purchaser shall pay the sum of \$220.00 including GST for each extension requested, to reimburse the Vendor for the additional legal costs incurred by the Vendor in connection with the request for extension of the Cooling Off period whether or not the Vendor agrees with the request.
- 20.2. In the event that the Purchaser has requested an extension of the Cooling Off Period, and the Purchaser subsequently rescinds the Contract pursuant to the Cooling Off period legislation (whether or not such an extension was so granted), a certified copy of this clause submitted to the deposit holder shall be sufficient authority for the Depositholder to release this amount from any deposit held by the Depositholder.

21. Completion of Contract

- 21.1. Completion of this contract shall take place at the expiration of:
 - 21.1.1. twenty-one (21) days after the Vendor shall have notified the Purchaser in writing that the Plan of Subdivision has been registered;
 - 21.1.2. twenty-one (21) days after the Vendor has served the Purchaser with a copy of the Occupation Certificate for the property; and
 - 21.1.3. forty-two (42) days after the date of this Contract,whichever is later.

22. Notice to Complete

- 22.1. Completion of this contract must take place on or before the Completion Date.
- 22.2. If completion does not take place on or before the completion date then either party may serve a notice upon the other party requiring completion of this Contract to take place at any time after fourteen (14) days from the date of service of such notice. It is agreed by the parties that the time required for completion in such notice shall be of the essence of this Contract.
- 22.3. Should the Vendor issue a Notice to Complete, then the Purchaser will pay in addition to any other monies payable under this Contract, the sum of \$440.00 (inclusive of GST) to the Vendor's Solicitor on completion as compensation for additional legal expenses incurred by the Vendor for issuing such notice. This is an essential term of this Contract. The Vendor may refuse to complete the contract unless and until the Purchaser has paid this amount.



22.4. The Vendor reserves the right to withdraw any Notice to Complete or to extend the periods of notice in the Notice to Complete or to issue subsequent Notices to Complete, in its sole discretion.

22.5. The failure of the Vendor to exercise its rights under a Notice issued pursuant to this clause is not deemed to be a waiver of any of the Vendor's rights.

23. Liquidated damages

If, through no fault of the Vendor, completion is not effected within the period specified herein, then and without prejudice to all other remedies of the Vendor, the Purchaser shall pay to the Vendor, in cash on completion, an amount being interest calculated on the entire purchase price at the rate of ten per cent (10%) per annum in respect of the period commencing on the day following the last day of the said period and ending on completion. The Purchaser shall not be entitled to require the Vendor to complete this Contract unless such interest is paid to the Vendor on completion and it is an essential term of this Contract that such interest be so paid. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

24. Delayed settlement

24.1. In the event that completion is not effected on the nominated day due to the Purchaser (or his Mortgagee), then the Purchaser shall pay all fees including settlement fees and re-certification fees incurred by the Vendor (or his mortgagee) in relation to any re-arrangement of settlement. Payment of the fees incurred is an essential term of this Contract.


24.2. In the event that such delay causes completion to occur after 31 December in the year current as at the date of this Contract, notwithstanding anything to the contrary in this Contract, an adjustment for land tax in accordance with standard clause 14.4 shall be paid to the Vendor on completion. This is an essential term of this Contract.

25. Reasonable notice

Should a previously arranged settlement not take place at the agreed date and time or at the further agreed time on that same day and it is not due to the fault of the Vendor or their representatives then reasonable notice is deemed to be a minimum of 48 hours to rebook settlement or as per the requirements of the discharging mortgagee.

26. Encumbrances

In respect of any encumbrance, caveat or mortgage appearing on the Register, the Purchaser shall not be entitled to have a discharge or withdrawal registered prior to completion but the Vendor shall, on settlement, hand over to the Purchaser a proper discharge or withdrawal of any such encumbrance, caveat or mortgage, duly executed



and in registrable form, and shall pay such registration fee in respect thereof as the Registrar General may require.

27. Error in Adjustment of Outgoings

Each party agrees that if on completion any apportionment of outgoings required to be made under this agreement is overlooked or incorrectly calculated they shall within seven (7) days of receipt of evidence of the error and a request for readjustment make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.

28. Sewerage Service Diagram

- 28.1. The Purchaser acknowledges that the annexed sewerage service diagram may not represent the position of the services as they currently exist within the subject property but has been included in this Contract for the purpose of identifying the position of the Board's sewer.
- 28.2. The Purchaser acknowledges that an up-to-date diagram may not be available prior to completion.
- 28.3. The Purchaser cannot make any objection, requisition or claim for compensation, delay completion or rescind or terminate in this regard.

29. Notice

Notwithstanding the provisions herein, a notice or document shall be sufficiently served for the purposes of this Contract if the notice or document is sent by facsimile transmission or by email transmission to a party or the Solicitor for a party and in any such case shall be deemed to be duly given or served when the facsimile transmission or email transmission has been completed except where:

- 29.1. the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the facsimile transmission shall be deemed not to have been given or served; or
- 29.2. in the case of an email transmission where the email transmission returns an undeliverable error, in which case the email transmission shall be deemed not to have been given or served; or
- 29.3. the time of dispatch is not before 17:00 (local time) on a day on which business is generally carried on in the place to which such notice or document is sent, in which case the notice or document shall be deemed to have been received at the commencement of business on the next such day in that place.



30. Death, mental incapacity or assignment of estate

If the Vendor or Purchaser or any one or more of them shall:

- 30.1. die;
- 30.2. become mentally incapacitated; or
- 30.3. assign his estate for the benefit of his creditors or, being a company, go into liquidation,

prior to completion of this Contract then either party may by notice in writing to the other party's Solicitor or licensed conveyancer rescind this Contract whereupon the provisions of this Contract as to rescission shall apply.

31. Alterations to contract

Each party hereto authorises its Solicitor/Conveyancer or any employee of that Solicitor/Conveyancer to make alterations to this contract including the addition of annexures after execution by that party and before the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this Contract as if same had been annexed at the time of execution.

32. Change of Solicitor


In the event that the Purchaser changes Solicitor without notifying the Vendor in writing of such change then the Solicitor lastly acting for the Purchaser shall be deemed to remain and be the Solicitor for the Purchaser for the purpose of this Contract until notice in writing signed by the Purchaser of such change is received by the Vendor.

33. Entire Agreement

This Contract contains the entire understanding between the parties in relation to its subject matter. There are no express or implied conditions, warranties, promises, representations or obligations, written or oral, in relation to this Contract other than those expressly stated in it or necessarily implied by law.


34. Deposit by instalments (with cooling-off period)

- 34.1. The deposit in this Contract ("the Deposit") is 10% of the Purchase Price, namely \$_____.
- 34.2. The Purchaser agrees to pay the Deposit in three instalments, the first instalment of \$_____ is paid on exchange of this Contract, the second instalment of \$_____ is payable upon expiration of the



cooling off period and the third instalment of \$ _____ is payable on the earlier of the following dates:

- 34.2.1. upon the date which is three (3) business days after a demand in writing is made by the Vendor to the Purchaser asserting that the Vendor has become entitled to forfeit the Deposit; or
- 34.2.2. upon the date of completion of this Contract if no demand under special condition 34.2.1 is made prior to completion.
- 34.3. The Vendor is not entitled to make a demand under special condition 34.2.1 unless and until the Purchaser repudiates or otherwise defaults under this Contract so as to entitle the Vendor to terminate this Contract and to forfeit the Purchaser's deposit.
- 34.4. The first and second instalments of the Deposit are to be held by the Stakeholder in accordance with this Contract. If paid by the Purchaser before the date of completion, the third instalment of the Deposit is also to be held by the Stakeholder in accordance with this Contract.
- 34.5. If the third instalment of the Deposit is not required to be paid before the date of Completion, the parties on completion (and having regard to the monies already held by the Stakeholder) must ensure that the Stakeholder is paid at completion:
 - 34.5.1. the third instalment of the Deposit; and
 - 34.5.2. any additional amount (required) to be held by the Stakeholder after completion pending resolution of any dispute or claim under the Contract.
- 34.6. If the Vendor makes written demand for payment by the Purchaser of the third instalment of the Deposit prior to completion, and the third instalment is not paid in accordance with the demand, the Purchaser will be in default in respect of an essential obligation of the Purchaser under this Contract.
- 34.7. In the event of the Purchaser being in default, no rights shall accrue for the Purchaser pursuant to this Contract at law or in equity, and no cause of action will arise for the Purchaser, unless and until the Purchaser complies with its obligation to pay the third instalment of the Deposit. In such circumstances, and in addition to the other rights, the Vendor will be entitled to sue to recover the balance of the Deposit in a Court of competent jurisdiction as a debt owed for a liquidated amount.
- 34.8. The Purchaser is not entitled to make any deduction from the third instalment for any reason. The Purchaser expressly agrees that if it has a claim, a demand, a cause of action, or any other entitlement it might assert to justify withholding




all or any part of the said third instalment of the Deposit, that it will assert that claim only in separate proceedings after paying the third instalment in full as required by this clause.

- 34.9. It is the intention of the parties to this Contract that the full amount of the Deposit will abide the performance by the Purchaser of its obligations under this Contract, and the Purchaser expressly agrees to refrain from asserting any contrary position. The use of the three instalments, deferring payment of part of the Deposit until completion, or until an earlier demand for payment by the Vendor, is a concession by the Vendor at the request of the Purchaser to assist with the Purchaser's pre-completion cash flow and is not intended by the parties to reduce the actual deposit below a full 10% Deposit.

35. Deposit by instalments (if no cooling-off period)

- 35.1. The deposit in this Contract ("the Deposit") is 10% of the Purchase Price, namely \$_____.
- 35.2. The Purchaser agrees to pay the Deposit in two instalments, the first instalment of \$_____ is paid on exchange of this Contract and the second instalment of \$_____ is payable on the earlier of the following dates:
- 35.2.1. upon the date which is three (3) business days after a demand in writing is made by the Vendor to the Purchaser asserting that the Vendor has become entitled to forfeit the Deposit; or
- 35.2.2. upon the date of completion of this Contract if no demand under special condition 35.2.1 is made prior to completion.
- 35.3. The Vendor is not entitled to make a demand under special condition 35.2.1 unless and until the Purchaser repudiates or otherwise defaults under this Contract so as to entitle the Vendor to terminate this Contract and to forfeit the Purchaser's deposit.
- 35.4. The first instalment of the Deposit is to be held by the Stakeholder in accordance with this Contract. If paid by the Purchaser before the date of completion, the second instalment of the Deposit is also to be held by the Stakeholder in accordance with this Contract.
- 35.5. If the second instalment of the Deposit is not required to be paid before the date of Completion, the parties on completion (and having regard to the monies already held by the Stakeholder) must ensure that the Stakeholder is paid at completion:
- 35.5.1. the second instalment of the Deposit; and

- 
- 35.5.2. any additional amount (required) to be held by the Stakeholder after completion pending resolution of any dispute or claim under the Contract.
- 35.6. If the Vendor makes written demand for payment by the Purchaser of the second instalment of the Deposit prior to completion, and the second instalment is not paid in accordance with the demand, the Purchaser will be in default in respect of an essential obligation of the Purchaser under this Contract.
- 35.7. In the event of the Purchaser being in default, no rights shall accrue for the Purchaser pursuant to this Contract at law or in equity, and no cause of action will arise for the Purchaser, unless and until the Purchaser complies with its obligation to pay the second instalment of the Deposit. In such circumstances, and in addition to the other rights, the Vendor will be entitled to sue to recover the balance of the Deposit in a Court of competent jurisdiction as a debt owed for a liquidated amount.
- 35.8. The Purchaser is not entitled to make any deduction from the second instalment for any reason. The Purchaser expressly agrees that if it has a claim, a demand, a cause of action, or any other entitlement it might assert to justify withholding all or any part of the said second instalment of the Deposit, that it will assert that claim only in separate proceedings after paying the second instalment in full as required by this clause.
- 35.9. It is the intention of the parties to this Contract that the full amount of the Deposit will abide the performance by the Purchaser of its obligations under this Contract, and the Purchaser expressly agrees to refrain from asserting any contrary position. The use of the two instalments, deferring payment of part of the Deposit until completion, or until an earlier demand for payment by the Vendor, is a concession by the Vendor at the request of the Purchaser to assist with the Purchaser's pre-completion cash flow and is not intended by the parties to reduce the actual deposit below a full 10% Deposit.

36. Blinds

The purchaser acknowledges that blinds of the vendor's choosing will be installed in the property prior to settlement but only on the sliding door leading to the backyard and the sliding door at the front of the house. The vendor is not required to install blinds to any other window in the property. The purchaser cannot make any claim, requisition, objection or delay settlement as a result of the matters dealt with in this clause.



37. Guarantee for Corporate Purchaser

- 37.1. This clause applies if the Purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this Contract.
- 37.2. The word *guarantor* means being the director of the Purchaser of, if the Purchaser is a sole director/secretary corporation, the sole director/secretary.
- 37.3. If the guarantor has not signed this clause, the Vendor may *terminate* this Contract by serving a notice, but only *within* 14 days after the Contract date.
- 37.4. In consideration of the Vendor entering into this Contract at the guarantor's request, the guarantor guarantees to the Vendor:
- 37.4.1. payment of all money payable by the Purchaser under this Contract; and
 - 37.4.2. the performance of all money payable by the Purchaser's other obligations under this Contract.
- 37.5. The guarantor:
- 37.5.1. indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of its obligations under this Contract; and
 - 37.5.2. must pay on demand any money due to the Vendor under this indemnity.
- 37.6. The guarantor is jointly and separately liable with the Purchaser to the Vendor for:
- 37.6.1. the performance by the Purchaser of its obligations under this Contract; and
 - 37.6.2. any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the Vendor.
- 37.7. The guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this clause.
- 37.8. If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the guarantor's obligations under this clause.



37.9. The guarantor's obligations under this clause are not released, discharged or otherwise affected by:

- 37.9.1. the granting of any time, waiver, covenant not to sue or other indulgence;
- 37.9.2. the release or discharge of any person;
- 37.9.3. an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the guarantor or any other person;
- 37.9.4. any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Vendor by the Contract, a statute, a Court or otherwise;
- 37.9.5. payment to the Vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- 37.9.6. the winding up of the Purchaser.

37.10. This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

37.11. This clause operates as a Deed between the Vendor and the guarantor.

EXECUTED as a Deed

.....
Name:

Office held:

.....
Name:

Office held:



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 218/17295

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| 20/9/2021 | 9:09 AM | 4 | 27/5/2020 |

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

LAND

LOT 218 IN DEPOSITED PLAN 17295
AT JANNALI
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP17295

FIRST SCHEDULE

SUZANA SEVER-IVANIC (T AN86776)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 C125055 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO
MINE
- 3 AQ132162 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: PP DP1264120.

*** END OF SEARCH ***

213124

PRINTED ON 12/8/2021

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 12/08/2021 15:10:19

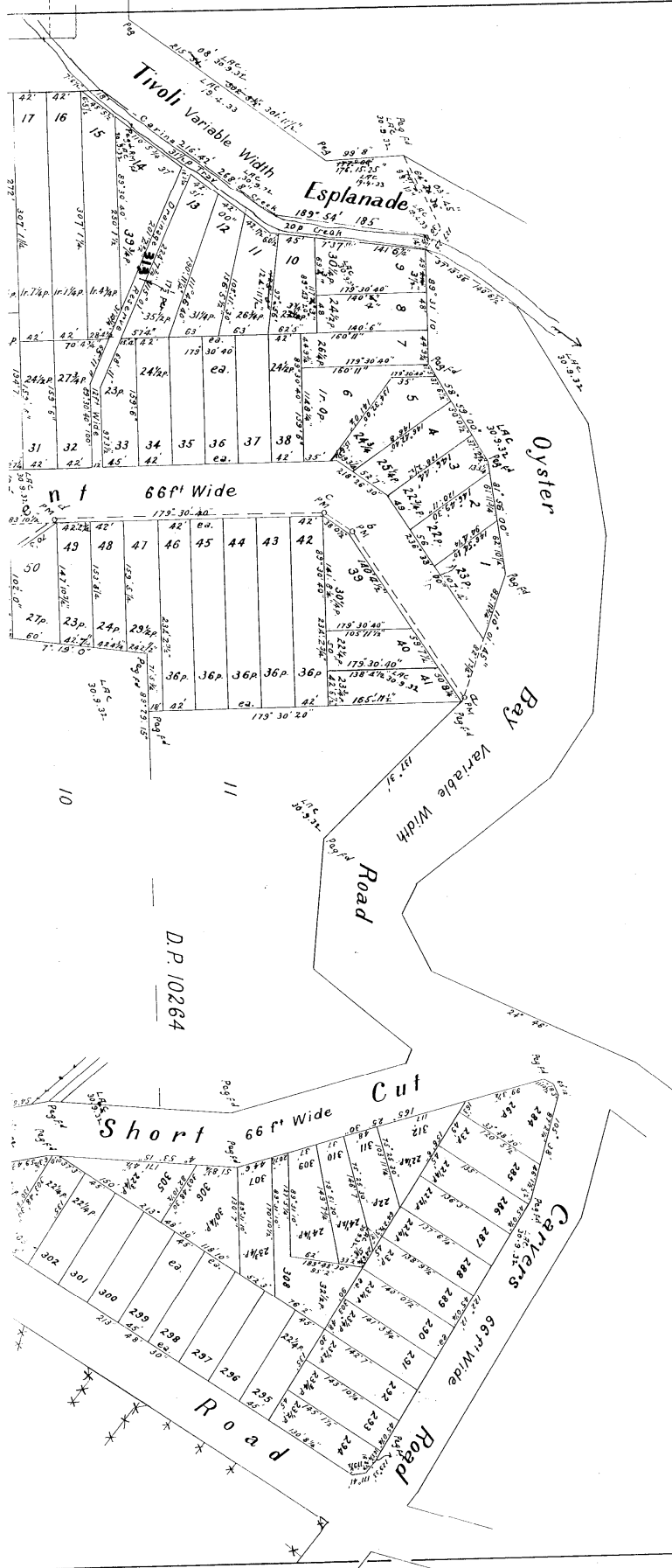
Shire of Sutherland

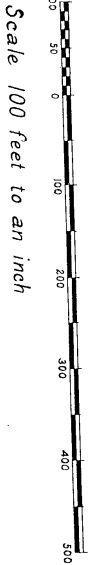
Referred to in my declaration of the 17th March 1927

PLAN

*of resubdivision of part of D.P.s. 10264 & 11715
Parish of Sutherland County of Cumberland*

DEPOSITED PLAN 17295 ©
24th April 1933





DP17295 SH 1/2 (E)

8th June 1931
 J. J. Williams
 Secretary

The common seal of the Holt
 Suburban Co. Ltd. was affixed
 hereto by order of the Directors
 of that Company.

George Avenue

Louisa Williams

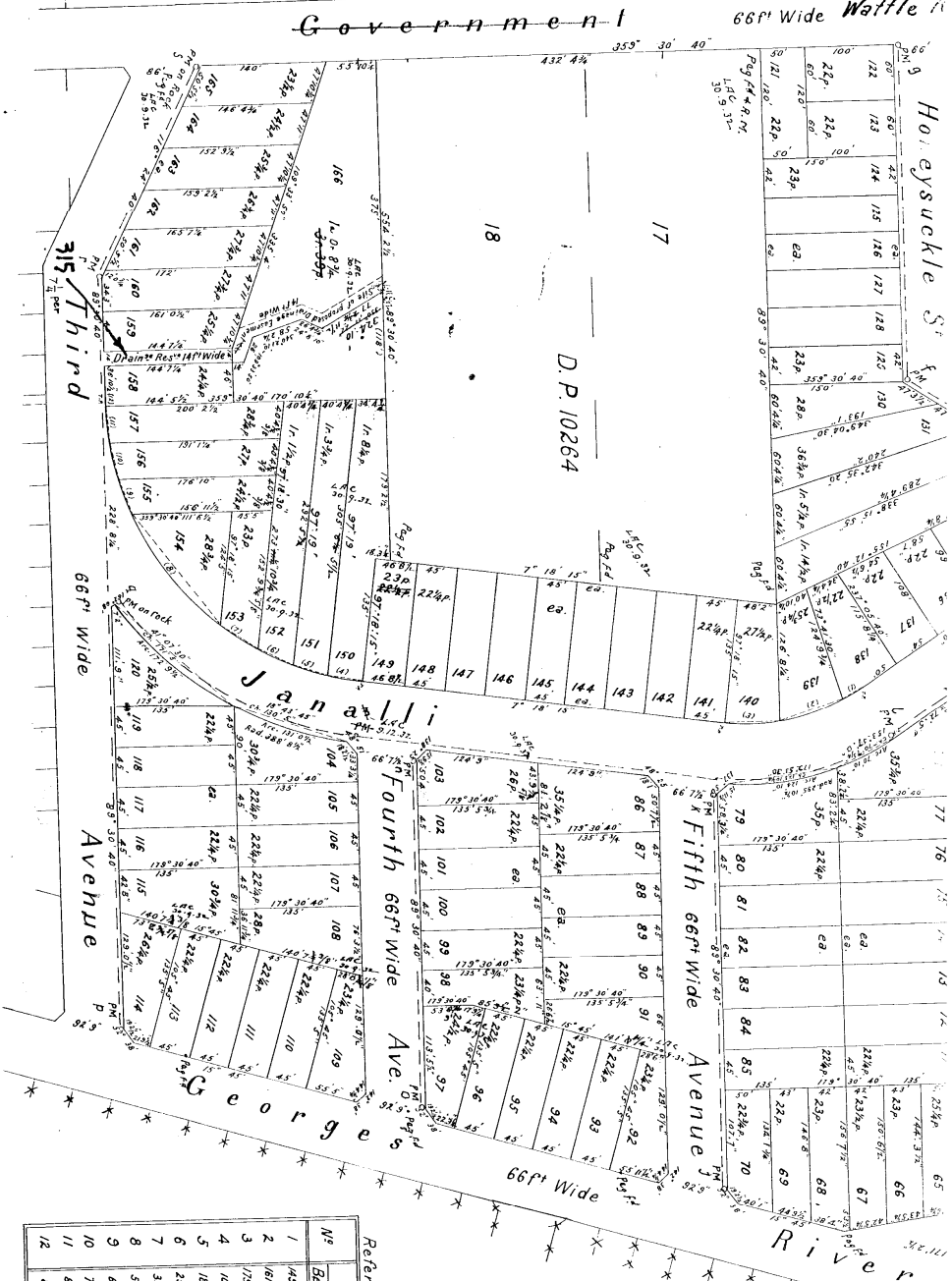
In two Sheets

Divided into 12

12th June 1931

1st June 1931

Reference to Permanent Mark 'g' appended in Reg. Gen. Office wide 7542276 to 14.15



Reference to Curves 1/12

| No | Bearing | Chord Length | Radius | Arc Length |
|----|--------------|--------------|--------|------------|
| 1 | 40° 33' | 19.82 | 223.10 | 19.82 |
| 2 | 61° 23' 40" | 75.0 | - | 75.0 |
| 3 | 179° 02' 37" | 66.0 | - | 66.3 |
| 4 | 10° 51' 50" | 40.1 | 372.82 | 40.1 |
| 5 | 18° 02' 25" | 40.8 | - | 40.5 |
| 6 | 25° 23' 45" | 42.1 | - | 42.1 |
| 7 | 33° 35' 40" | 50.2 | - | 50.3 |
| 8 | 51° 59' 20" | 155.5 | - | 156.1 |
| 9 | 69° 42' | 42.6 | - | 42.6 |
| 10 | 77° 06' 50" | 40.1 | - | 40.1 |
| 11 | 64° 19' 15" | 40.2 | - | 40.2 |
| 12 | 88° 42' | 3.1 | - | 3.1 |

DP17295 SH 1/2 (E)

REFERENCE TO P.M. 140357
 This Sheet

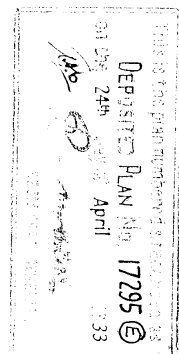
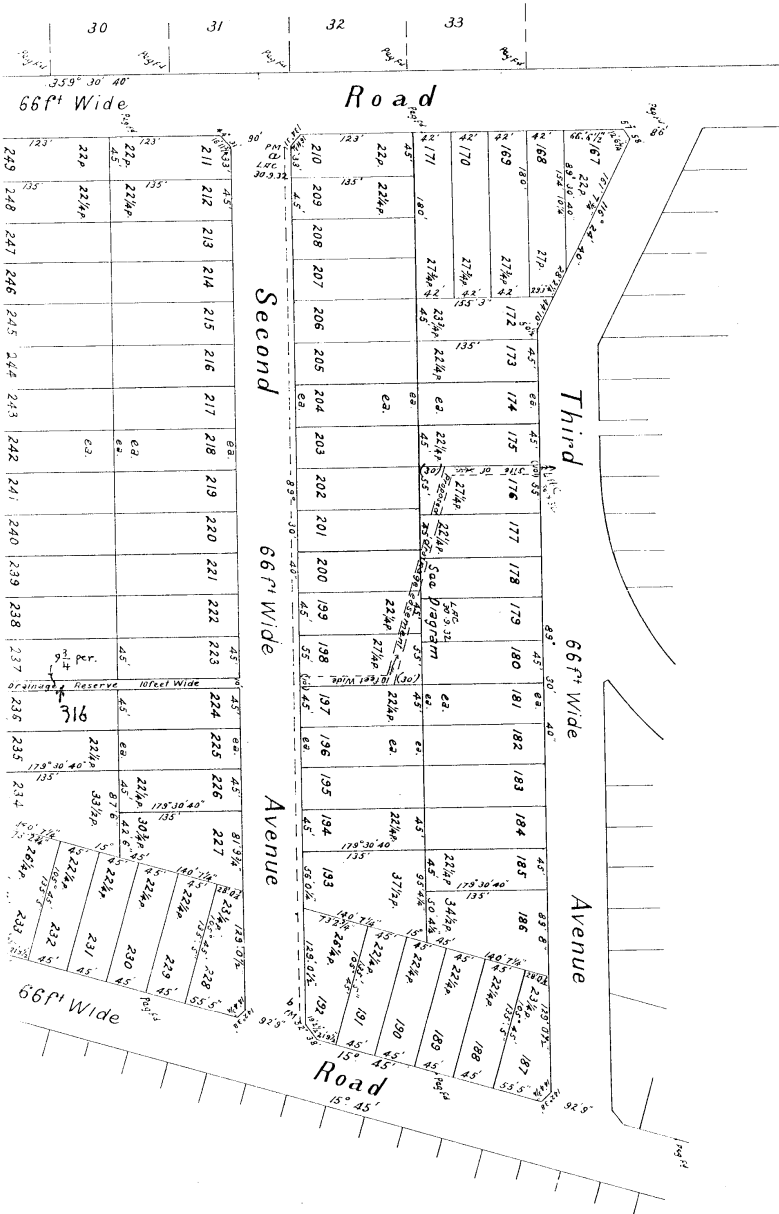
| No | Bearing | Dist |
|----|-------------|------|
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| 4 | 330° 1' 45" | 4.4 |
| 5 | 330° 1' 45" | 4.4 |
| 6 | 330° 1' 45" | 4.4 |
| 7 | 330° 1' 45" | 4.4 |
| 8 | 330° 1' 45" | 4.4 |
| 9 | 330° 1' 45" | 4.4 |
| 10 | 330° 1' 45" | 4.4 |
| 11 | 330° 1' 45" | 4.4 |
| 12 | 330° 1' 45" | 4.4 |

C125336 (2 sheet/s) 4-6-32

Sheet 2

Referred to in my declaration of the 17th March 1997

1/AC
10/5/32

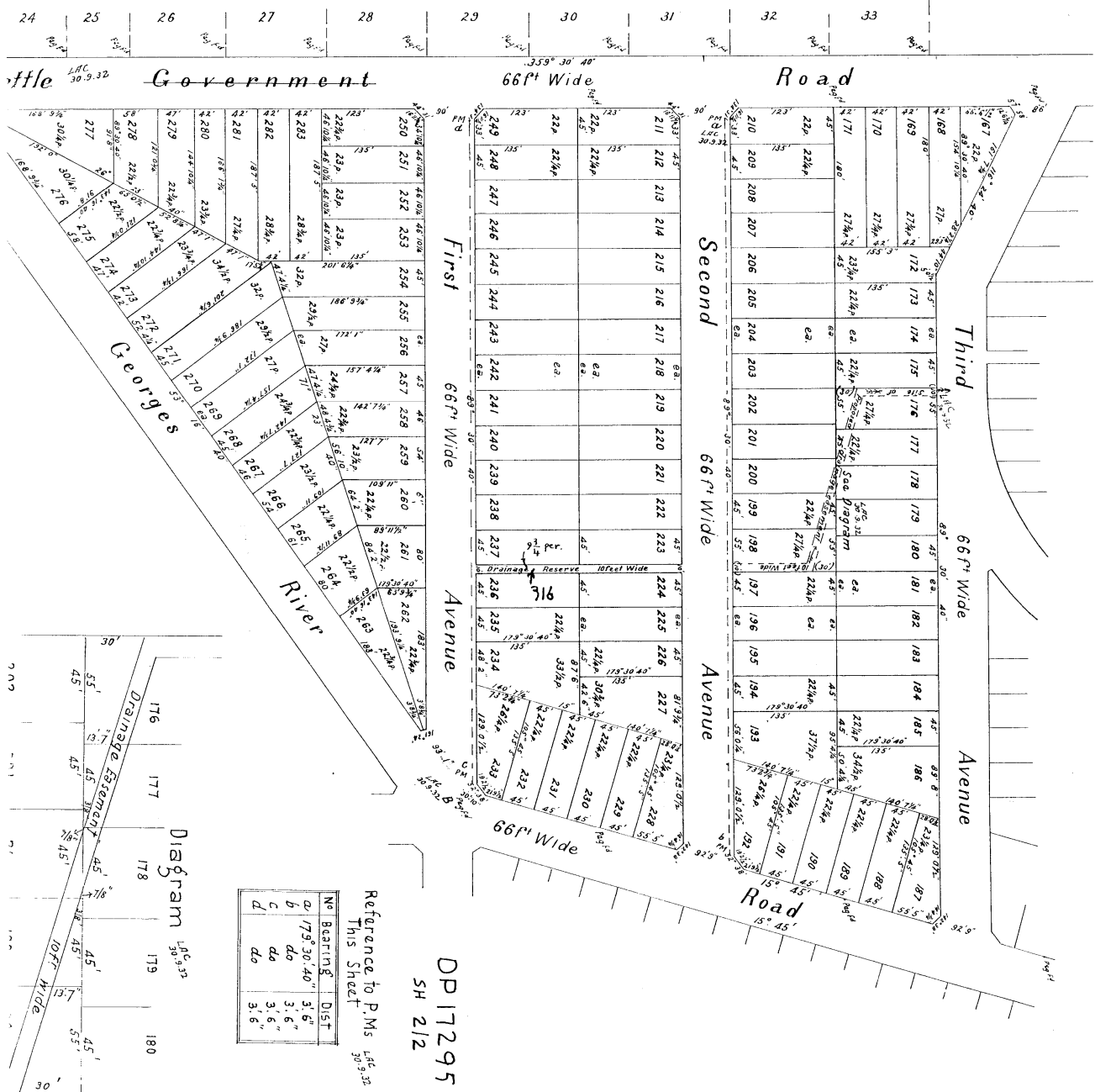


intended to be created
 176 as appurtenant to
 66' appurtenant to Third
 LAC
 30.9.32

For and on behalf of the Holt-Sutherland Co. Ltd.

Secretary.
 26/4/33.

D. P.



Easements for drainage are intended to be created within lots 198, 199, 200, 178, 177 & 176 as appurtenant to Second Avenue and within lot 166 appurtenant to Third Avenue

For and on behalf of
J. V. S.

L.R.C.
16.4.33

L.R.C. 30.9.32
All corners of Streets where and back are 12 feet from intersection unless otherwise stated and are to be dedicated for Public use as are also all widenings including Tivoli Esplanade

DP 17295 SH 2/2

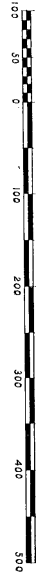
Subscribed and declared before me at Sydney
this 17th day March 1927
J.P.
18/1927
18/1927

DP 17295 SH 2/2 (E)

Azimuth taken from A.B.

Date of Survey March 1927

Scale 100 feet to an inch



The Roads are to be dedicated for Public use
Restrictive covenants if any will be embodied in the Transfers
of the lots hereon

P.M.s on concrete blocks unless otherwise stated

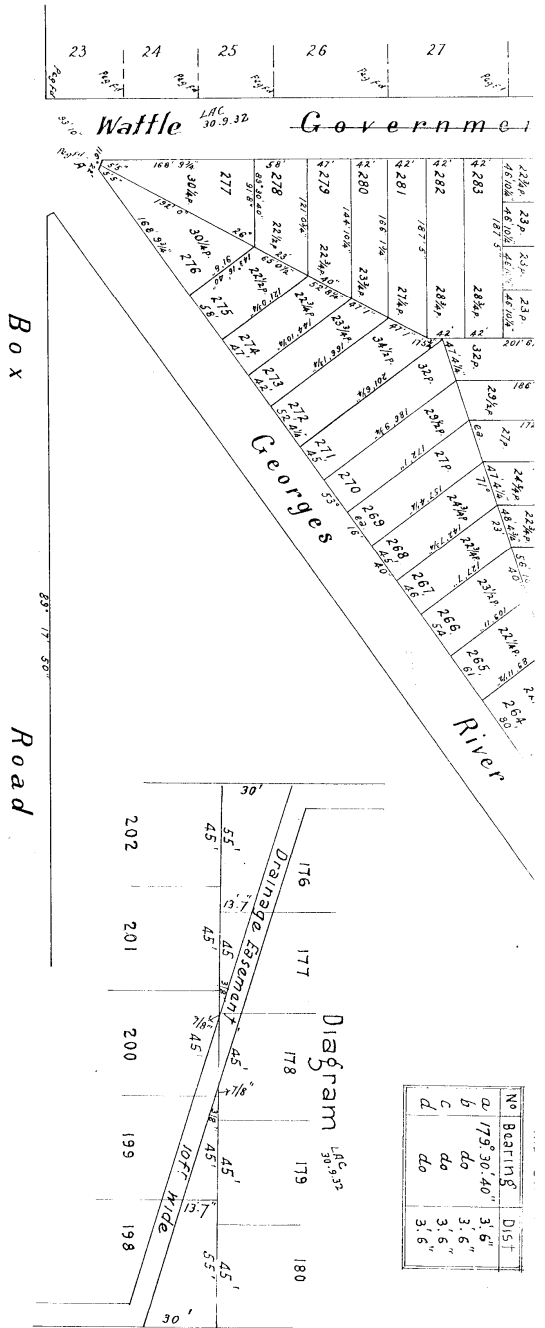
James F. H. S.

James F. H. S.

James F. H. S.

I, Louis Albert Curtis of Sydney, Licensed Surveyor specially licensed under the Real Property Act, 1900, do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated actually exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey has been made under my immediate supervision and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900.

The common seal of the Holt Sutherland (L.R.C.) is placed hereon by order of the Directors
of that Company.
Secretary
Directors



| CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT | | | | CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT | | | | CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT | | | | CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT | | | | CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT | | | | | | | |
|---|--------|-------|---------|---|--------|--------|-------------|---|--------|--------|-------------|---|--------|-------|-------------|---|--------|-------|-------------|-------|-------|-------|-------|
| DP 17295 | SH 1/2 | CONTO | AC NO P | DP 17295 | SH 1/2 | CONTO | FEET INCHES | DP 17295 | SH 1/2 | CONTO | FEET INCHES | DP 17295 | SH 1/2 | CONTO | FEET INCHES | DP 17295 | SH 1/2 | CONTO | FEET INCHES | | | | |
| METRES | | | | METRES | | | | METRES | | | | METRES | | | | METRES | | | | | | | |
| - 24 1/4 | 613.4 | 201 | 2 1/2 | 61.33 | 135 | 0 1/2 | 43.16 | 79 | 2 1/2 | 29.145 | 47 | - | 14.25 | 28 | 6 | 7/8 | 8.685 | 3 | 6 | 1/2 | 1.065 | | |
| - 24 1/2 | 613.7 | 135 | 3 1/4 | 68.47 | 135 | 1 1/4 | 41.175 | 61 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 29 | 6 | 7/8 | 8.91 | 3 | 7 1/4 | 1.108 | 7 | 3/4 | 1.111 |
| - 25 1/4 | 614.0 | 135 | 4 1/2 | 68.47 | 135 | 2 1/4 | 41.175 | 61 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 30 | 6 | 7/8 | 9.122 | 3 | 7 3/4 | 1.111 | 3 | 7 3/4 | 1.111 |
| - 25 1/2 | 614.3 | 226 | 5 1/2 | 69.7 | 135 | 3 1/4 | 41.175 | 62 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 30 | 6 | 7/8 | 9.122 | 3 | 8 1/2 | 1.135 | 3 | 8 1/2 | 1.135 |
| - 25 3/4 | 614.6 | 226 | 6 1/2 | 70.07 | 135 | 4 1/4 | 41.175 | 62 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 30 | 6 | 7/8 | 9.122 | 3 | 11 | 1.135 | 3 | 11 | 1.135 |
| - 26 1/4 | 614.9 | 226 | 7 1/2 | 70.47 | 135 | 5 1/4 | 41.175 | 63 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 31 | 6 | 7/8 | 9.122 | 4 | - | 1.125 | 4 | - | 1.125 |
| - 26 1/2 | 615.2 | 250 | 8 1/2 | 71.89 | 135 | 6 1/4 | 41.175 | 63 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 32 | 6 | 7/8 | 9.125 | 4 | 1/2 | 1.125 | 4 | 1/2 | 1.125 |
| - 26 3/4 | 615.5 | 250 | 9 1/2 | 72.29 | 135 | 7 1/4 | 41.175 | 64 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 32 | 6 | 7/8 | 9.125 | 4 | 1 1/4 | 1.145 | 4 | 1 1/4 | 1.145 |
| - 27 1/4 | 615.8 | 266 | 10 1/2 | 72.69 | 135 | 8 1/4 | 41.175 | 64 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 33 | 6 | 7/8 | 9.125 | 4 | 7 3/4 | 1.145 | 4 | 7 3/4 | 1.145 |
| - 27 1/2 | 616.1 | 272 | 11 1/2 | 73.09 | 135 | 9 1/4 | 41.175 | 65 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 33 | 6 | 7/8 | 9.125 | 4 | 8 1/4 | 1.145 | 4 | 8 1/4 | 1.145 |
| - 28 1/4 | 616.4 | 289 | 12 1/2 | 73.49 | 135 | 10 1/4 | 41.175 | 66 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 34 | 6 | 7/8 | 9.125 | 4 | 11 | 1.155 | 4 | 11 | 1.155 |
| - 28 1/2 | 616.7 | 289 | 13 1/2 | 73.89 | 135 | 11 1/4 | 41.175 | 66 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 34 | 6 | 7/8 | 9.125 | 5 | 2 1/4 | 1.155 | 5 | 2 1/4 | 1.155 |
| - 28 3/4 | 617.0 | 295 | 14 1/2 | 74.29 | 135 | 12 1/4 | 41.175 | 67 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 35 | 6 | 7/8 | 9.125 | 5 | 3 1/2 | 1.165 | 5 | 3 1/2 | 1.165 |
| - 29 1/4 | 617.3 | 301 | 15 1/2 | 74.69 | 135 | 13 1/4 | 41.175 | 67 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 35 | 6 | 7/8 | 9.125 | 6 | 0 3/8 | 1.184 | 6 | 0 3/8 | 1.184 |
| - 29 1/2 | 617.6 | 301 | 16 1/2 | 75.09 | 135 | 14 1/4 | 41.175 | 68 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 36 | 6 | 7/8 | 9.125 | 6 | 0 1/2 | 1.194 | 6 | 0 1/2 | 1.194 |
| - 30 1/4 | 617.9 | 305 | 17 1/2 | 75.49 | 135 | 15 1/4 | 41.175 | 68 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 36 | 6 | 7/8 | 9.125 | 6 | 1 1/2 | 1.215 | 6 | 1 1/2 | 1.215 |
| - 30 1/2 | 618.2 | 305 | 18 1/2 | 75.89 | 135 | 16 1/4 | 41.175 | 69 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 37 | 6 | 7/8 | 9.125 | 7 | 0 | 1.235 | 7 | 0 | 1.235 |
| - 30 3/4 | 618.5 | 307 | 19 1/2 | 76.29 | 135 | 17 1/4 | 41.175 | 69 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 37 | 6 | 7/8 | 9.125 | 7 | 0 1/4 | 1.255 | 7 | 0 1/4 | 1.255 |
| - 31 1/4 | 618.8 | 307 | 20 1/2 | 76.69 | 135 | 18 1/4 | 41.175 | 70 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 38 | 6 | 7/8 | 9.125 | 7 | 0 1/2 | 1.275 | 7 | 0 1/2 | 1.275 |
| - 31 1/2 | 619.1 | 307 | 21 1/2 | 77.09 | 135 | 19 1/4 | 41.175 | 70 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 38 | 6 | 7/8 | 9.125 | 7 | 0 3/4 | 1.295 | 7 | 0 3/4 | 1.295 |
| - 31 3/4 | 619.4 | 307 | 22 1/2 | 77.49 | 135 | 20 1/4 | 41.175 | 71 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 39 | 6 | 7/8 | 9.125 | 8 | 0 | 1.315 | 8 | 0 | 1.315 |
| - 32 1/2 | 619.7 | 307 | 23 1/2 | 77.89 | 135 | 21 1/4 | 41.175 | 71 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 39 | 6 | 7/8 | 9.125 | 8 | 0 1/4 | 1.335 | 8 | 0 1/4 | 1.335 |
| - 32 3/2 | 620.0 | 339 | 24 1/2 | 78.29 | 135 | 22 1/4 | 41.175 | 72 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 40 | 6 | 7/8 | 9.125 | 8 | 0 1/2 | 1.355 | 8 | 0 1/2 | 1.355 |
| - 33 1/2 | 620.3 | 339 | 25 1/2 | 78.69 | 135 | 23 1/4 | 41.175 | 72 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 40 | 6 | 7/8 | 9.125 | 9 | 0 | 1.375 | 9 | 0 | 1.375 |
| - 33 3/2 | 620.6 | 339 | 26 1/2 | 79.09 | 135 | 24 1/4 | 41.175 | 73 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 41 | 6 | 7/8 | 9.125 | 9 | 0 1/4 | 1.395 | 9 | 0 1/4 | 1.395 |
| - 34 1/2 | 620.9 | 343 | 27 1/2 | 79.49 | 135 | 25 1/4 | 41.175 | 73 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 41 | 6 | 7/8 | 9.125 | 9 | 0 1/2 | 1.415 | 9 | 0 1/2 | 1.415 |
| - 35 3/4 | 621.2 | 343 | 28 1/2 | 79.89 | 135 | 26 1/4 | 41.175 | 74 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 42 | 6 | 7/8 | 9.125 | 10 | 0 | 1.435 | 10 | 0 | 1.435 |
| - 36 3/4 | 621.5 | 343 | 29 1/2 | 80.29 | 135 | 27 1/4 | 41.175 | 74 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 42 | 6 | 7/8 | 9.125 | 10 | 0 1/4 | 1.455 | 10 | 0 1/4 | 1.455 |
| - 36 3/2 | 621.8 | 343 | 30 1/2 | 80.69 | 135 | 28 1/4 | 41.175 | 75 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 43 | 6 | 7/8 | 9.125 | 10 | 0 1/2 | 1.475 | 10 | 0 1/2 | 1.475 |
| - 37 3/4 | 622.1 | 343 | 31 1/2 | 81.09 | 135 | 29 1/4 | 41.175 | 75 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 43 | 6 | 7/8 | 9.125 | 11 | 0 | 1.495 | 11 | 0 | 1.495 |
| - 38 3/4 | 622.4 | 343 | 32 1/2 | 81.49 | 135 | 30 1/4 | 41.175 | 76 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 44 | 6 | 7/8 | 9.125 | 11 | 0 1/4 | 1.515 | 11 | 0 1/4 | 1.515 |
| - 39 3/4 | 622.7 | 343 | 33 1/2 | 81.89 | 135 | 31 1/4 | 41.175 | 76 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 44 | 6 | 7/8 | 9.125 | 11 | 0 1/2 | 1.535 | 11 | 0 1/2 | 1.535 |
| - 39 3/2 | 623.0 | 343 | 34 1/2 | 82.29 | 135 | 32 1/4 | 41.175 | 77 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 45 | 6 | 7/8 | 9.125 | 12 | 0 | 1.555 | 12 | 0 | 1.555 |
| - 40 3/4 | 623.3 | 343 | 35 1/2 | 82.69 | 135 | 33 1/4 | 41.175 | 77 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 45 | 6 | 7/8 | 9.125 | 12 | 0 1/4 | 1.575 | 12 | 0 1/4 | 1.575 |
| - 41 3/4 | 623.6 | 343 | 36 1/2 | 83.09 | 135 | 34 1/4 | 41.175 | 78 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 46 | 6 | 7/8 | 9.125 | 12 | 0 1/2 | 1.595 | 12 | 0 1/2 | 1.595 |
| - 42 3/4 | 623.9 | 343 | 37 1/2 | 83.49 | 135 | 35 1/4 | 41.175 | 78 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 46 | 6 | 7/8 | 9.125 | 13 | 0 | 1.615 | 13 | 0 | 1.615 |
| - 43 3/4 | 624.2 | 343 | 38 1/2 | 83.89 | 135 | 36 1/4 | 41.175 | 79 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 47 | 6 | 7/8 | 9.125 | 13 | 0 1/4 | 1.635 | 13 | 0 1/4 | 1.635 |
| - 44 3/4 | 624.5 | 343 | 39 1/2 | 84.29 | 135 | 37 1/4 | 41.175 | 79 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 47 | 6 | 7/8 | 9.125 | 14 | 0 | 1.655 | 14 | 0 | 1.655 |
| - 45 3/4 | 624.8 | 343 | 40 1/2 | 84.69 | 135 | 38 1/4 | 41.175 | 80 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 48 | 6 | 7/8 | 9.125 | 14 | 0 1/4 | 1.675 | 14 | 0 1/4 | 1.675 |
| - 46 3/4 | 625.1 | 343 | 41 1/2 | 85.09 | 135 | 39 1/4 | 41.175 | 80 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 48 | 6 | 7/8 | 9.125 | 15 | 0 | 1.695 | 15 | 0 | 1.695 |
| - 47 3/4 | 625.4 | 343 | 42 1/2 | 85.49 | 135 | 40 1/4 | 41.175 | 81 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 49 | 6 | 7/8 | 9.125 | 15 | 0 1/4 | 1.715 | 15 | 0 1/4 | 1.715 |
| - 48 3/4 | 625.7 | 343 | 43 1/2 | 85.89 | 135 | 41 1/4 | 41.175 | 81 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 49 | 6 | 7/8 | 9.125 | 16 | 0 | 1.735 | 16 | 0 | 1.735 |
| - 49 3/4 | 626.0 | 343 | 44 1/2 | 86.29 | 135 | 42 1/4 | 41.175 | 82 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 50 | 6 | 7/8 | 9.125 | 16 | 0 1/4 | 1.755 | 16 | 0 1/4 | 1.755 |
| - 50 3/4 | 626.3 | 343 | 45 1/2 | 86.69 | 135 | 43 1/4 | 41.175 | 82 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 50 | 6 | 7/8 | 9.125 | 17 | 0 | 1.775 | 17 | 0 | 1.775 |
| - 51 3/4 | 626.6 | 343 | 46 1/2 | 87.09 | 135 | 44 1/4 | 41.175 | 83 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 51 | 6 | 7/8 | 9.125 | 17 | 0 1/4 | 1.795 | 17 | 0 1/4 | 1.795 |
| - 52 3/4 | 626.9 | 343 | 47 1/2 | 87.49 | 135 | 45 1/4 | 41.175 | 83 | 2 1/2 | 29.145 | 47 | 3 1/2 | 14.25 | 51 | 6 | 7/8 | 9.125 | 18 | 0 | 1.815 | 18 | 0 | 1.815 |
| - 53 3/4 | 627.2 | 343 | 48 1/2 | 87.89 | 135 | 46 1/4 | 41.175 | 84 | 2 1/2 | 29.145 | 47 | 3 1/2 | | | | | | | | | | | |

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

| DP 17295 | SH 2/2 | UNIT |
|-------------|--------|--------|
| FEET INCHES | | METRES |
| 117 | 7 | 35.84 |
| 121 | 0 3/4 | 36.9 |
| 123 | - | 37.49 |
| 127 | 7 | 38.885 |
| 129 | 0 1/2 | 39.33 |
| 130 | - | 39.625 |
| 132 | - | 40.235 |
| 135 | - | 41.15 |
| 135 | 5 | 41.275 |
| 140 | 7 1/4 | 42.855 |
| 142 | 7 3/4 | 43.48 |
| 144 | 10 1/4 | 44.15 |
| 154 | 10 1/4 | 47.2 |
| 155 | 3 | 47.32 |
| 157 | 4 1/4 | 47.96 |
| 161 | 7 3/4 | 49.27 |
| 166 | 1 3/4 | 50.64 |
| 168 | 9 3/4 | 51.45 |
| 172 | 1 | 52.45 |
| 180 | - | 54.86 |
| 183 | - | 55.78 |
| 186 | 9 3/4 | 56.94 |
| 187 | 5 | 57.12 |
| 193 | 9 1/4 | 59.06 |
| 195 | - | 59.44 |
| 201 | 6 1/4 | 61.42 |
| 221 | 9 1/2 | 67.6 |
| 442 | - | 134.72 |
| 445 | - | 135.64 |
| 446 | - | 135.94 |
| 447 | - | 136.25 |
| 555 | - | 169.16 |
| 558 | - | 170.08 |
| 773 | 2 3/4 | 235.68 |
| 887 | 8 | 270.51 |
| 889 | 11 1/2 | 271.26 |
| 1121 | 0 3/4 | 341.7 |
| 1129 | 0 1/2 | 344.13 |
| 1140 | 7 1/4 | 347.66 |
| 1142 | 7 3/4 | 348.28 |
| 1144 | 10 1/4 | 348.95 |
| 1154 | 10 1/4 | 352 |
| 1168 | 9 3/4 | 356.25 |
| 1186 | 9 3/4 | 361.74 |
| 1406 | 3 5/8 | 428.64 |

| AC | RD | P | SQ | M |
|----|----|--------|----|-------|
| - | - | 22 | | 556.4 |
| - | - | 22 1/4 | | 562.8 |
| - | - | 22 1/2 | | 569.1 |
| - | - | 22 3/4 | | 575.4 |
| - | - | 23 | | 581.7 |
| - | - | 23 1/4 | | 588.1 |
| - | - | 23 1/2 | | 594.4 |
| - | - | 23 3/4 | | 600.7 |
| - | - | 24 3/4 | | 626 |
| - | - | 26 1/4 | | 663.9 |
| - | - | 27 | | 682.9 |
| - | - | 27 1/4 | | 689.2 |
| - | - | 27 3/4 | | 701.9 |
| - | - | 28 3/4 | | 727.2 |
| - | - | 29 1/2 | | 746.1 |
| - | - | 30 1/4 | | 765.1 |
| - | - | 30 1/2 | | 771.4 |
| - | - | 30 3/4 | | 777.8 |
| - | - | 32 | | 809.4 |
| - | - | 33 1/2 | | 847.3 |
| - | - | 34 1/2 | | 872.6 |
| - | - | 37 1/2 | | 948.5 |

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

| DP 17295 | SH 2/2 | |
|-------------|--------|--------|
| FEET INCHES | | METRES |
| - | 0 3/8 | 0.01 |
| - | 0 7/8 | 0.02 |
| 1 | 6 1/4 | 0.465 |
| 3 | 6 | 1.065 |
| 3 | 8 3/4 | 1.135 |
| 5 | 0 1/2 | 1.535 |
| 5 | 5 | 1.65 |
| 6 | 0 1/4 | 1.825 |
| 7 | 5 3/4 | 2.28 |
| 8 | 2 1/4 | 2.495 |
| 8 | 6 | 2.59 |
| 9 | - | 2.745 |
| 10 | - | 3.05 |
| 12 | 6 3/4 | 3.83 |
| 13 | 5 | 4.09 |
| 13 | 7 | 4.14 |
| 14 | 4 3/4 | 4.33 |
| 16 | 11 3/4 | 5.175 |
| 17 | 5 3/4 | 5.33 |
| 19 | 2 1/2 | 5.855 |
| 21 | 9 1/2 | 6.64 |
| 28 | 0 1/4 | 8.54 |
| 28 | 2 1/4 | 8.55 |
| 29 | 3 | 8.915 |
| 30 | - | 9.145 |
| 30 | 10 | 9.4 |
| 33 | - | 10.06 |
| 34 | 10 1/4 | 10.625 |
| 35 | - | 10.67 |
| 40 | - | 12.19 |
| 42 | - | 12.8 |
| 42 | 6 | 12.955 |
| 44 | 10 | 13.665 |
| 45 | - | 14.715 |
| 46 | - | 14.82 |
| 46 | 10 1/4 | 14.28 |
| 47 | 1 | 14.35 |
| 47 | 4 1/4 | 14.435 |
| 48 | 2 | 14.68 |
| 48 | 4 3/4 | 14.75 |
| 50 | 4 1/4 | 15.35 |
| 52 | 4 1/4 | 15.955 |
| 52 | 8 1/4 | 16.06 |
| 54 | - | 16.46 |
| 55 | - | 16.765 |
| 55 | 0 1/2 | 16.775 |
| 55 | 5 | 16.89 |
| 56 | 0 1/4 | 17.075 |
| 56 | 10 | 17.325 |
| 57 | 4 1/4 | 17.48 |
| 58 | - | 17.66 |
| 61 | - | 18.555 |
| 61 | 8 | 18.755 |
| 63 | 9 3/4 | 19.45 |
| 64 | 2 | 19.56 |
| 65 | 0 1/2 | 19.825 |
| 66 | - | 20.115 |
| 66 | 6 1/2 | 20.28 |
| 73 | 2 3/4 | 22.32 |
| 80 | - | 24.385 |
| 81 | 9 3/4 | 24.935 |
| 82 | 9 3/4 | 25.24 |
| 83 | 9 3/4 | 25.545 |
| 84 | 2 | 25.655 |
| 86 | - | 26.215 |
| 87 | 6 | 26.67 |
| 89 | 8 | 27.33 |
| 89 | 11 1/2 | 27.42 |
| 90 | - | 27.43 |
| 91 | 8 | 27.94 |
| 92 | 9 | 28.27 |
| 93 | 1 | 28.37 |
| 93 | 10 | 28.6 |
| 95 | 4 1/4 | 29.065 |
| 109 | 11 | 33.505 |
| 113 | 7 | 34.62 |
| 116 | 11 3/4 | 35.655 |

NEW SOUTH
 MEMORANDUM OF TRANSFER
 (Real Property Act, 1900)

Fee: 12 6
 Transfer 12 6
 Endorsements 1 5 0
 Assurance on Grant 15 0
 Grant 15 0

12 6 29
 11 29 1932
 R 7632M

C125055

THE HOLT SUTHERLAND COMPANY LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No.50990 as extended by the Holt Sutherland Estate Act 1900 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 the sum of TWO THOUSAND AND NINETY THREE POUNDS FOUR SHILLINGS AND SEVEN PENCE (£2093:4:7) paid by LOUIS ALBERT CURTIS of Sydney Surveyor to the Perpetual Trustee Company Limited the Australian Trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company Limited testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said Louis Albert Curtis ALL the estate and interest of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the Fifth day of November 1925 Registered Volume 3796 folio 138 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-Leases Numbers B.475029, B.475033, B.475034, B.475035 and B.475036 all from the Holt Sutherland Estate Company Limited to the said Louis Albert Curtis and also in Sublease Number A.686647 from the Holt Sutherland Estate Company Limited to Thomas Robert Kendall (whose estate and interest therein has been transferred to and become vested in the said Louis Albert Curtis) and also in Sublease Number A.716009 from the Holt Sutherland Estate Company Limited to Herbert Charles Davey (whose estate and interest therein has been transferred to and become vested in the said Louis Albert Curtis) AND doth also transfer to the said Louis Albert Curtis all the estate and interest of which it the said Holt Sutherland Company Limited is registered Proprietor Together with all its rights and powers in respect thereof

827537

as comprised in the said Lease No.50990 in and so far only as regards the land comprised in the said Sub-leases Number B.475029, B.475033, B.475034, B.475035, B.475036, A.686647 and A.716009 excepting and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease Number 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease Number 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease Number 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No.50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby appointed together with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said Louis Albert Curtis may

become the registered proprietor in fee simple of the surface lands comprised in the said Sub-leases Numbers B.475029, B.475033, B.475034, B.475035, B.475036, A.686647 and A.716009 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residus of the lands comprised in the said Lease Number 50990 subject to all the provisos conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residus be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company Limited was hereunto affixed at Sydney this *Seven days* day of *May* 1922.

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this *fourteenth* day of *May* 1922 and such Directors thereupon signed this Transfer in the presence of

James Macdonald
acting Secretary

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

SIGNED in my presence by the said LOUIS ALBERT CURTIS who is personally known to me

Louis Albert Curtis

James Macdonald
acting Secretary
Sydney

No. **C125055** Memorandum of Transfer of

*7/10/12 26 1/4 per
 1 to 9 mil lots 12 to 16 mil
 lots 14 to 20 150 10264 2 lots
 12 to 17 mil 150 11715
 (Excluding reserve mixed woods etc)
 Shire Sutherland
 M Lathland*

Lodged by **MINTER SIMPSON & CO.,**
SYDNEY.

THE HOLT SUTHERLAND COMPANY LIMITED

Transferor.
Louis Albert Barker
 Transferee.

Particulars entered in the Register Book, Vol. 3796
 Folio 138

the *21st* day of *July* 1912,
 at *12* minutes of *12* o'clock
 in the *noon*

mod on the
 Acting Registrar General

| | DATE. | INITIALS |
|----------|---------|----------|
| SEARCHED | 1/10/12 | AM |
| INDEXED | 11-6-31 | 28 |
| FILED | 17-6-31 | 4 |
| RECORDED | 20-6-31 | 4 |
| INDEXED | 22-6-31 | 4 |
| FILED | 27-6-31 | 4 |
| RECORDED | 28-6-31 | 4 |
| INDEXED | 28-7-31 | 4 |

4538 PL 96 /

SEALING TO FOLLOW

PERPETUAL TRUSTEE COMPANY LTD.,

33-39 HUNTER STREET, SYDNEY.

No. 836

21st May 1932

Received from Louis Albert Curtis
the sum of two hundred and ninety three pounds four shillings
and nine pence being the purchase money for the fee simple
of all that piece of land situate in the Parish of Sutherland
and County of Cumberland, being the whole of the land com-
prised in Sub-lease No. 12 per back hereof

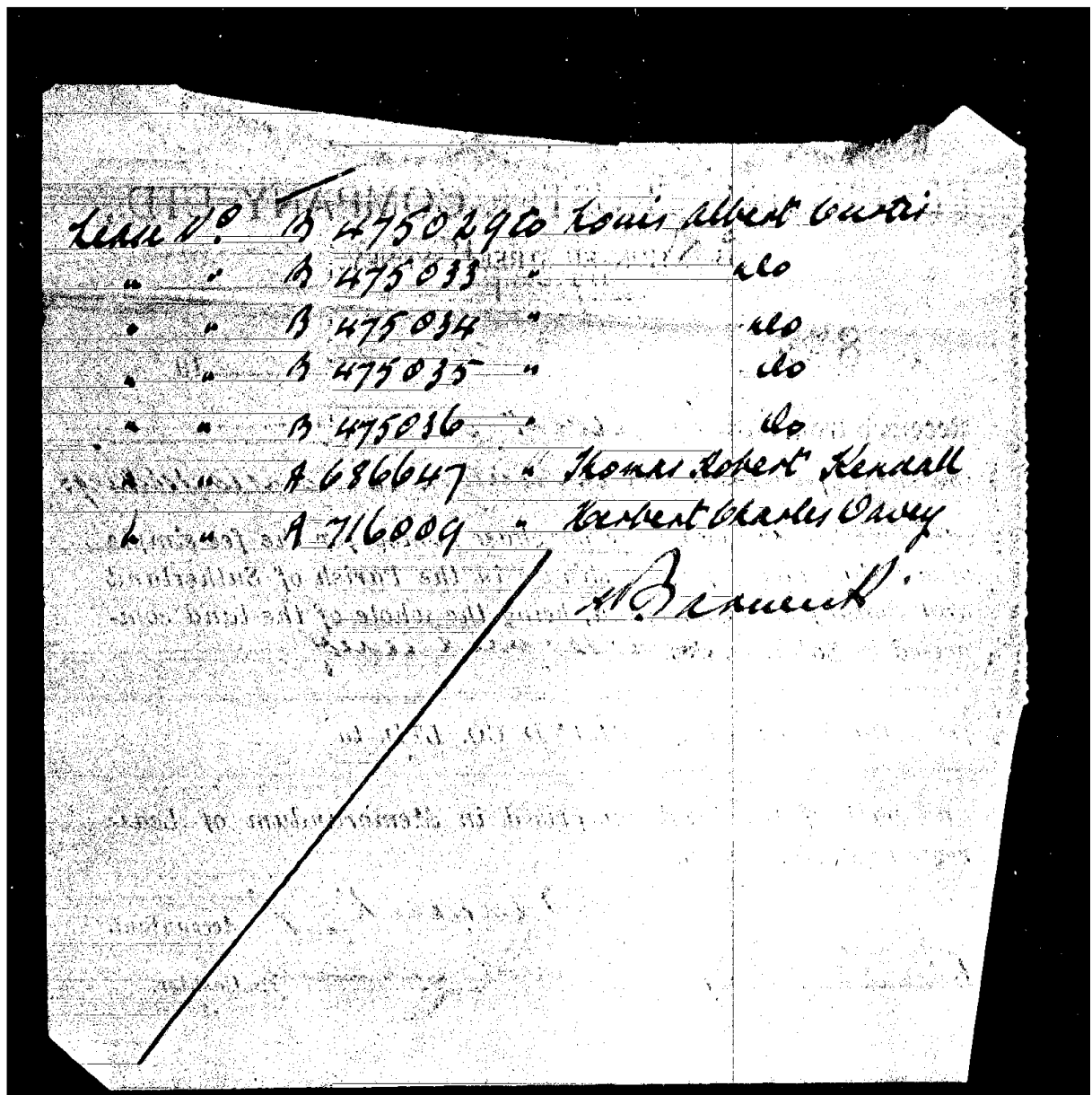
from the HOLT SUTHERLAND CO. LTD. to

and part of the land comprised in Memorandum of Lease
registered No. 50990.

Benjamin P. Accountant.

Alfred Cashier.

2093-14-7





Applicant:

Ms Shire Legal
Po Box 495
MIRANDA NSW 2228

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

| | | | |
|-------------------|-------------|------------------|--------|
| Certificate no: | ePC:21/5621 | Delivery option: | |
| Certificate date: | 12/08/2021 | Your reference: | 213124 |

Property:

Lot 218 DP 17295
20 Second Avenue JANNALI NSW 2226

Zone:

- * Sutherland Shire Local Environmental Plan 2015
Zone R2 Low Density Residential

Notes:

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

Disclaimer:

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

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

1. Names of relevant instruments and DCPs

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

- * Sutherland Shire Local Environmental Plan 2015
- * Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).
- * Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).
- * SEPP (Building Sustainability Index: BASIX) 2004
- * SEPP (Exempt and Complying Development Codes) 2008
- * SEPP (Affordable Rental Housing) 2009
- * SEPP (Educational Establishments & Child Care Facilities) 2017
- * SEPP (Infrastructure) 2007
- * SEPP (Mining, Petroleum & Extractive Industries) 2007
- * SEPP (Housing for Seniors or People with a Disability) 2004
- * SEPP No.19 - Bushland in Urban Areas
- * SEPP No.21 - Caravan Parks
- * SEPP No.33 - Hazardous and Offensive Development
- * SEPP No.50 - Canal Estate Development
- * SEPP No.55 - Remediation of Land
- * SEPP No.64 - Advertising and Signage
- * SEPP No.65 - Design Quality of Residential Apartment Development
- * SEPP No.70 - Affordable Housing (Revised Schemes)
- * SEPP (State and Regional Development) 2011
- * SEPP (State Significant Precincts) 2005
- * SEPP (Vegetation in Non-Rural Areas) 2017
- * SEPP (Concurrences and Consents) 2018
- * SEPP (Primary Production and Rural Development) 2019

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

The following Draft State Environmental Planning Policies (SEPP) apply: Amendments to SEPP (Infrastructure) 2007, SEPP (Mining, Petroleum Production and Extractive Industries) 2007, SEPP (Housing for Seniors or People with a Disability) 2004, SEPP (State Significant Precincts) 2005, SEPP (Exempt and Complying Development Codes) 2008, SEPP (Educational Establishments and Child Care Facilities) 2017, and new draft policies - SEPP Environment, SEPP Short-term Rental Accommodation, SEPP (Housing) 2021 and SEPP Remediation of Land, and proposed changes associated with the NSW Flood Prone Land Package (Department of Planning Industry & Environment). Draft SSLEP2015 Refresh Planning Proposal applies to the land. The amendment proposes to align the Sutherland Shire Local Environmental Plan 2015 with Council's adopted Sutherland Shire Local Strategic Planning Statement, and make other minor amendments to improve the operation of the plan or address site specific issues. The Planning Proposal is scheduled for exhibition in June 2021. This Planning Proposal applies to all land in the Sutherland Shire. Draft SSLEP2015 Refresh Planning Proposal seeks to introduce a minimum lot size requirement of 800m² for new buildings to be used for the purpose of boarding houses in the R2 Low Density Residential zone. This will not prevent the conversion of existing Dwelling houses to Boarding houses via a change of use Development Application.

3. The name of each development control plan that applies to the carrying out of development on the land:

Sutherland Shire Development Control Plan 2015

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

2. Zoning and land use under relevant LEPs

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

- (a) The name and number of the zone:

Sutherland Shire Local Environmental Plan 2015

Zone R2 Low Density Residential

(b) Permitted without consent:

Home occupations

(c) Permitted with consent:

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

(d) Prohibited:

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

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

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

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

No

(g) Is the land in a conservation area?

No

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

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

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

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

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

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

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

3. Complying Development

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

Housing Code

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

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

Housing Alterations Code

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

Commercial and Industrial Alterations Code

Complying development may be carried out on the land under

the Commercial and Industrial Alterations Code.

Commercial and Industrial (New Buildings and Additions) Code

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

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

Container Recycling Facilities Code

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

Subdivisions Code

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

Rural Housing Code

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

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

Low Rise Housing Diversity Code

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

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

Green Field Housing Code

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

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

General Development Code

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

Demolition Code

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

Fire Safety Code

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

Inland Code

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

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

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

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

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

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

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

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

No

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

No

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

No

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

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

No

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

No

7A. Flood related development controls information

- (1) Is the land or part of the land is within the flood planning area and subject to flood related development controls?

No

- (2) Is the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls?

No

(3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

8. Land reserved for acquisition

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

No

9. Contribution Plans

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

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

9A. Biodiversity certified land

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

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

No

10. Biodiversity stewardship sites

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

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

No

10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

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

No

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

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

No.

14. Directions under Part 3A

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

No

15. Site compatibility certificates and conditions for seniors housing

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

No

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

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

No

17. Site compatibility certificates and conditions for affordable rental housing

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

No

18. Paper subdivision information

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

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

No

19. Site verification certificates

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

If so, this statement includes:

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

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

No

20. Loose-fill asbestos insulation

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

No

21. Affected building notices and building product rectification orders

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

No

If so, this statement includes:

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

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

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

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

- (a) Is the land significantly contaminated land within the meaning of that Act?
No
- (b) Is the land subject to a management order within the meaning of that Act?
No
- (c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No
- (d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No
- (e) Is the land subject of a site audit statement within the meaning of that Act?
No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Co-ordinator General under the Act.

No

Additional Information

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

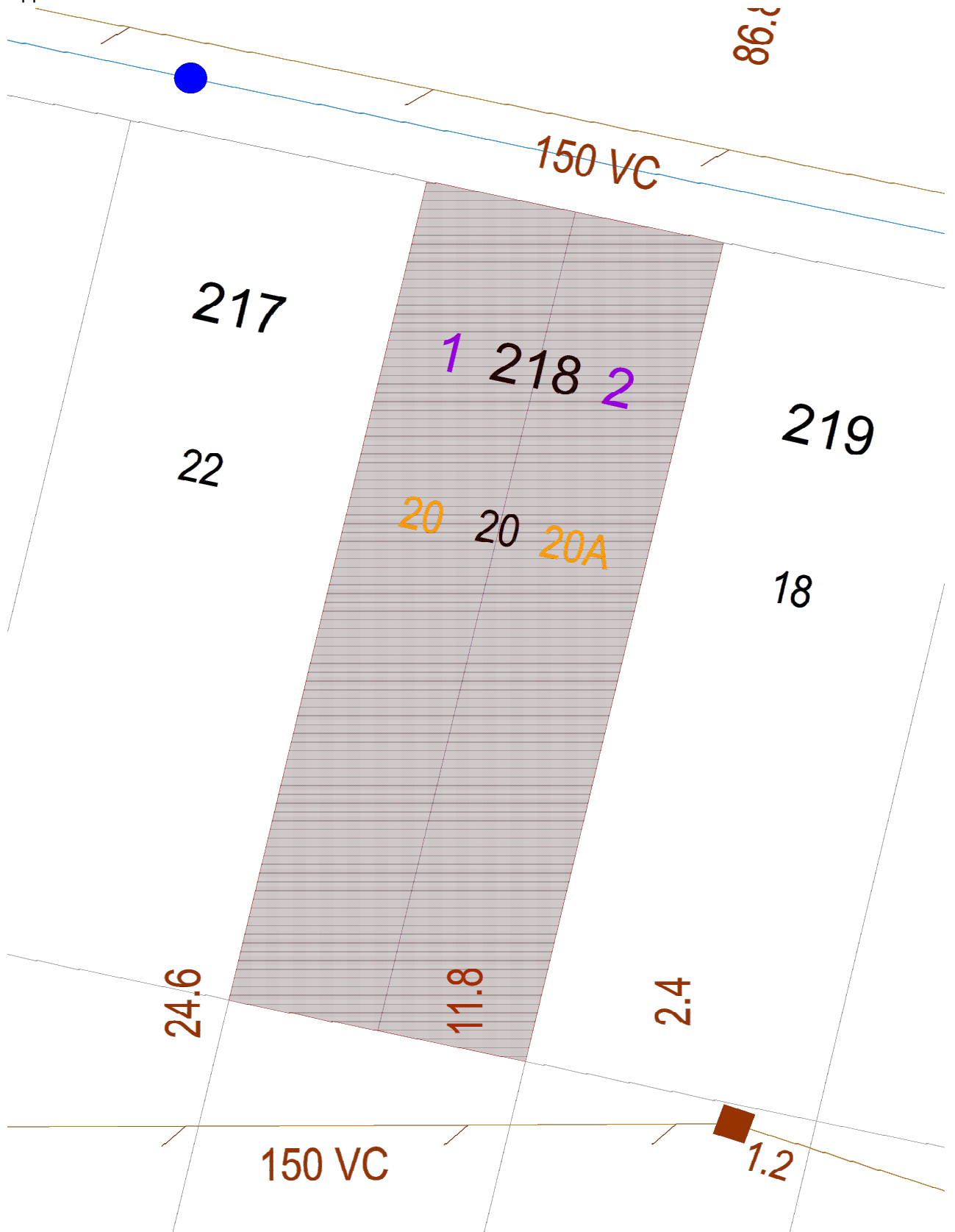
For further information please telephone [02] 9710 0333.

Yours faithfully

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

Mark Carlon
Manager Strategic Planning

Service Location Print
Application Number: 8000963724



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Disclaimer

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

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

Sewer Service Diagram

Application Number: 8000963725

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

BERKLEY

Municipality of *Sutherland*

No. *849685*

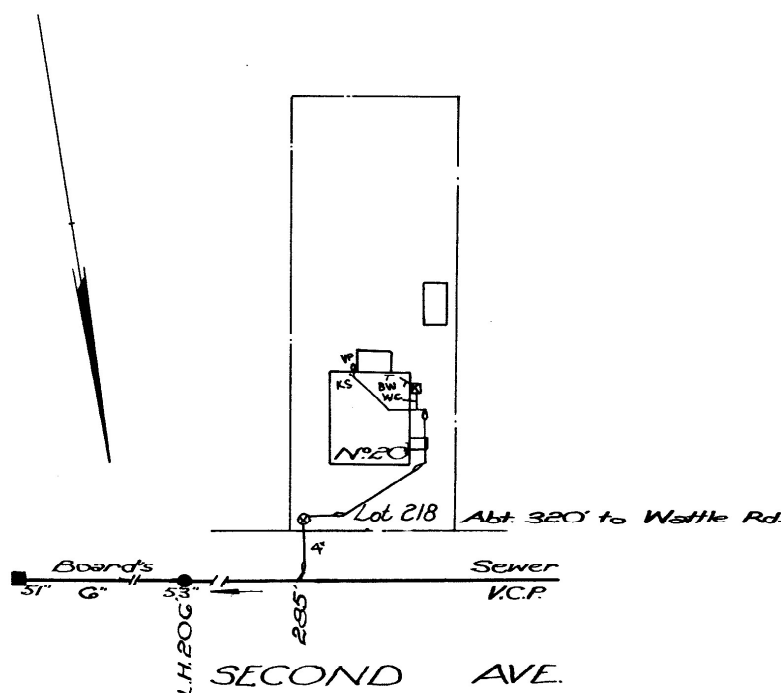
SYMBOLS AND ABBREVIATIONS

| | | | |
|---------------------------|--------------------------|-------------------|--------------------------|
| □ Boundary Trap | ■ R.V. Reflux Valve | I.P. Induct Pipe | Bsn. Basin |
| ■ Pit | → Cleaning Eye | M.F. Mica Flap | Shr. Shower |
| ■ G.I. Grease Interceptor | ○ Vert. Vertical Pipe | T. Tubs | W.I.P. Wrought Iron Pipe |
| ■ Gully | ○ V.P. Vent. Pipe | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe |
| ■ P.T. P. Trap | ○ S.V.P. Soil Vent. Pipe | W.C. Water Closet | F.W. Floor Waste |
| ■ R.S. Reflux Sink | D.C.C. Down Cast Cowl | B.W. Bath Waste | W.M. Washing Machine |

Scale: 40 Feet To An Inch

SEWER AVAILABLE

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



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

SHEET No. *10758*

OFFICE USE ONLY

For Engineer House Services

| DRAINAGE | | | PLUMBING | | |
|-----------|-----------------|------|-----------------|---------------|------|
| W.C. | Supervised by | Date | BRANCH OFFICE | Supervised by | Date |
| Bth. | Inspector | | Date | Inspector | |
| Shr. | | | | | |
| Bsn. | | | | | |
| K.S. | | | | | |
| T. | Chief Inspector | | Drainer | | |
| Plg. | | | Plumber | | |
| Dge. Int. | | | Boundary Trap | | |
| Dge. Ext. | Tracing Checked | | is not required | | |

Document generated at 12-08-2021 03:25:48 PM

Disclaimer

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



Revenue

| | |
|-------------------|-------------|
| Enquiry ID | 3547275 |
| Agent ID | 81429403 |
| Issue Date | 13 Aug 2021 |
| Correspondence ID | 1731963607 |
| Your reference | 213124 |

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

| Land ID | Land address | Taxable land value |
|------------|----------------------------|--------------------|
| D17295/218 | 20 SECOND AVE JANNALI 2226 | NOT AVAILABLE |

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

Yours sincerely,

Scott Johnston
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



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

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

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
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 NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative 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 and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal 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 any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. 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.
15. 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.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* 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 Information Certificate or 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 (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act 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 or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) 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?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(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 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. 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?
22. 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) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- (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?
24. 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**
25. 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

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
28. 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.
29. 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.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. 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 the completion date.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of

sheet(s)

| | |
|--|--|
| <p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p> | <p style="text-align: right;">Office Use Only</p> |
| <p>PLAN OF SUBDIVISION OF LOT 218 IN DP 17295</p> | <p>LGA: SUTHERLAND</p> <p>Locality: JANNALI</p> <p>Parish: SUTHERLAND</p> <p>County: CUMBERLAND</p> |
| <p style="text-align: center;">Survey Certificate</p> <p>I, Jace Thomas Pearson of ATS Land & Engineering Surveyors P/L .. of 3/75 Ryedale Road, West Ryde 2114 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line:</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: 720</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p> | <p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Registration number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p> |
| <p>Plans used in the preparation of survey/compilation.</p> <p>DP'S 17295 1234092</p> | <p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> |
| <p>Surveyor's Reference: 11072-DP</p> | <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p> |

Office Use Only

Office Use Only

Registered:**PLAN OF**

Subdivision Certificate number:

Date of Endorsement:

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

| LOT | STREET NUMBER | STREET NAME | STREET TYPE | LOCALITY |
|-----|---------------|-------------|-------------|----------|
| 1 | 20A | SECOND | AVENUE | JANNALI |
| 2 | 20B | SECOND | AVENUE | JANNALI |

SUZANA SEVER - IVANIC

If space is insufficient use additional annexure sheet

Surveyor's Reference: 11072-DP

Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

| | |
|-----------------|--------------------------------|
| VENDOR | Suzana Sever-Ivanic |
| PROPERTY | 20B Second Aveue, Jannali 2226 |

| TITLE STRUCTURE | |
|---|--|
| Will the lot be a lot in a strata scheme? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes |
| Will the lot also be subject to a Strata Management Statement or Building Management Statement? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes |
| Will the lot form part of a community, precinct or neighbourhood scheme? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type: |

| DETAILS | | | |
|---|--|--|--|
| Completion | The later of: <ul style="list-style-type: none"> - 21 days after notice of registration is served on the purchaser; - 21 days after the Occupation Certificate is served on the purchaser; or - 42 days after the contract. | Refer to clause(s): | Special Condition 21 |
| Is there a sunset date? | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes | Can this date be extended? | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Refer to clause(s): Special condition 5 |
| Does the purchaser pay anything more if they do not complete on time? | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes | Provide details, including relevant clause(s) of contract: | 22, 23 & 24 |
| Has development approval been obtained? | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes | Development Approval No: | DA18/0244 |
| Has a principal certifying authority been appointed? | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes | Provide details: | Andson Building Certifiers PO Box 259, Jannali NSW 2226 |
| Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur? | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes | Provide details, including relevant clause(s) of contract: | 5 |

ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)

The following prescribed documents are included in this disclosure statement (*select all that apply*).

- | | |
|---|--|
| <input checked="" type="checkbox"/> draft plan | <input type="checkbox"/> draft community/precinct/neighbourhood/ management statement |
| <input type="checkbox"/> s88B instrument proposed to be lodged with draft plan | <input type="checkbox"/> draft community/precinct/neighbourhood/ development contract |
| <input type="checkbox"/> proposed schedule of finishes | <input type="checkbox"/> draft strata management statement |
| <input type="checkbox"/> draft strata by-laws | <input type="checkbox"/> draft building management statement |
| <input type="checkbox"/> draft strata development contract | |