

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 94636877	NSW DAN:
vendor's agent	Stone Real Estate Wyong 22, 32 Pacific Highway WYONG NSW 2259		Phone: (02) 4315 2922 Fax: Ref:
co-agent			
vendor	DEBORAH ANNE HODGSON		
vendor's solicitor	Priority Business Lawyers Pty Ltd Unit 5, 5 Colony Close TUGGERAH NSW 2259 PO Box 5266, CHITTAWAY BAY NSW 2261		Phone: 02 4305 3500 Fax: Ref: 223293
date for completion	42 days after the contract date	(clause 15)	Email: anita@pbl.legal
land	6 LAKEDGE AVE BERKELEY VALE NSW 2261 (Address, plan details and title reference) LOT 73 IN DEPOSITED PLAN 27302 73/27302		
	<input 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 type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		
exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
			Ref:	
price	\$		Email:	
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date			(if not stated, the date this contract was made)	

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

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

NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

PEXA

Electronic transaction (clause 30)

no YES

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

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

land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input 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
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

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

2 Deposit and other payments before completion

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

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 *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 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 FORMING PART OF
THIS CONTRACT FOR THE SALE OF LAND

PROPERTY:

1. Interpretation

1.1 In this Contract unless the contrary intention appears:

- (a) A reference to this Contract, or another instrument includes any variation or replacement of any of them;
- (b) A reference to a statute, ordinance code, or other law includes Regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) The singular includes the plural and vice versa;
- (d) Words implying a gender imply any gender;
- (e) Words implying a natural person imply a firm, a body corporate, an unincorporated association or an authority;
- (f) A reference to a person includes a reference to the person's executors, administrator's successors, substitutes (including without limitation, persons taking by novation) and assigns;
- (g) An agreement representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (h) An agreement, representation or warranty in favour of two or more persons binds them jointly and severally;
- (i) If a period of time is specified to start from a certain day or the day an act or event, the period is to be calculated exclusive of that day;
- (j) A reference to a day is a reference to a period of time commencing midnight and ending 24 hours later;
- (k) A reference to anything (including, without limitation, any amount), is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.
- (l) A reference to an electronic signature includes: a signature by received or sent by email, fax or via docusign.
- (m) A reference to an Electronic settlement means PEXA.

1.2 Headings are inserted for convenience and do not affect the interpretation of this Contract.

1.3 Where there is any inconsistency between the printed Contract and these Special Conditions, these Special conditions will apply.

2. No Merger of Conditions

None of these additional conditions in this Contract will merge on completion. Each additional condition will continue in force notwithstanding completion for as long as necessary to give effect to it.

3. Purchaser's Warranty as to Introduction by Agent

The Purchaser warrants that it has not been introduced to the property by a Real Estate Agent other than the person, or entity named on the front page of this Contract as "Vendor's Agent". Should the Purchaser be in breach of this warranty then the Purchaser agrees to pay, and to indemnify the Vendor against, any and all claims for commission by any such other Agent including the reasonable legal costs of the Vendor incurred in

defending such claims and/or in enforcing this Special Condition. The Vendor warrants that no sole, or exclusive agency agreement has been entered into with any Real Estate Agent other than the person, or entity named on the front page of the contract as "Vendor's Agent".

4. Representation, Warranties and Acknowledgments by Purchaser

4.1 The Purchaser represents and warrants that:

- (a) The Purchaser was not induced to enter into this Contract by, and did not rely on, any representations, or warranties by the Vendor, the Vendor's Agent, or persons on behalf of the Vendor about the subject matter of this contract (including, without limitation, representations, or warranties about the construction nature, or the fitness, or suitability for any purpose of the Land, or about any financial return, or income to be derived from the Land) except those representations and warranties set out in this Contract;
- (b) The Purchaser has obtained appropriate independent advice on and is satisfied about:
 - (i) the Purchaser's obligations and rights under this contract;
 - (ii) the nature of the Land and the purposes for which the property may be lawfully used;
 - (iii) the Purchaser's entitlement (if any) to claim income tax deductions under the Income Tax Assessment Act (Cth) 1936 or other like legislation for depreciation of any plant, or equipment in the Land:
- (c) The Purchaser acknowledges that the Land is being sold in its present condition and state of repair and with any defects as regards the construction, or repair of any improvements, or chattels on the Land. The Purchaser further acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose of the Land, or any part of it, or of any improvements, or chattels on the Land, other than as set out in this Contract;
- (d) The Purchaser will not raise any objection requisition or claim for compensation by reason of any minor encroachment by any dividing fence, or structure on an adjoining Land.

4.2 The Purchaser agrees that the only form of general Requisitions on Title the Purchaser may make pursuant to clause 5 of the main form of contract shall be in the form of the Requisitions on Title annexed hereto.

4.3 The Purchaser acknowledges that the Vendor has entered into this Contract on the basis that the representations and warranties contained above are true and not misleading.

4.4 The provisions contained in this Contract, expressly, or by statutory implication, comprise the whole of the Contract between the Parties except where required by law. The Parties agree that no promises, representations, warranties, undertakings, or conditions are implied in this Contract, or arise between them by way of any other Contract, or Agreement and the existence of any other Contract, Agreement, Promise, Representation, Warranty, or Undertaking given, or made by any Party to the other, on, or before this Contract is expressly negated.

4.5 The purchaser acknowledges the Hunter Water Corporation Service Location Plan is attached to the contract and, that a further sewer lines location diagram is not

available from Hunter Water Corporation for attachment to the contract.

5. Acceptance of Discharge Upon Completion

The purchaser shall not require the discharge of any encumbrance or the withdrawal of any caveat on the title to the property prior to completion, and shall instead accept at completion a duly executed discharge of such encumbrance, or withdrawal of such caveat, in registrable form.

6. Deposit Bond, or Guarantee

6.1 Should the Purchaser wish to provide a bond, or guarantee in substitution for the deposit then this Contract is conditional upon approval by the Vendor in writing of:

- (a) The institution which issued the bond, or guarantee; and
- (b) The terms of the bond, or guarantee.

6.2 The Vendor shall not unreasonably withhold such approval, but until such approval is given the deposit shall be deemed to be unpaid.

7. Expiry of Guarantee, or Bond Prior to Completion - Essential Term

Should completion not have taken place by the date occurring 21 days prior to the expiry date of the Purchaser's guarantee, or bond (if any) provided in substitution for the deposit, then at least 14 days prior to the expiry date of such guarantee, or bond the Purchaser must pay to the Vendor the full amount of the deposit, or must otherwise secure the payment of the deposit to the Vendor in such manner as the Vendor may reasonably require, and in this respect 'time shall be of the essence'.

8. Interest – ESSENTIAL TERM

8.1 Should the Purchaser fail to complete by the Completion Date referred to on the front page of this Contract then, at completion, or termination (as the case may be), the Purchaser must pay to the Vendor interest on the purchase price for the period between such Completion Date and the actual date of Completion, or Termination at the rate of ten percentum (10%) per annum calculated on a daily basis.

8.2 The Purchaser may not require the Vendor to complete this Contract unless interest payable under this Contract is paid to the Vendor on completion.

8.3 In the event of delay by the Vendor, Clause 8.1 does not apply in respect of any part of the Interest Period during which completion has been delayed due to the fault of the Vendor.

8.4 The Vendor's loss is not limited in the event that the interest payable pursuant to this Clause is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this Contract **PROVIDED THAT** the right to interest does not limit any other rights the Vendor may have as a result of the Purchaser's failure to complete in accordance with this Contract.

9. Deposit less than Ten Percentum of the Price

Should the Vendor terminate this Contract under Clause 9 of the main contract, or for any other reason then the Purchaser must forthwith pay to the deposit stakeholder an

amount equivalent to the difference, if any, between the deposit and ten percentum (10%) of the Purchase Price, and such payment shall be deemed to constitute a payment towards the deposit required under Clause 2.1 of the main contract

10. Notice to Perform, or Complete

10.1 In respect to this Contract:

- (a) It is agreed that 10 Business Days' notice shall be sufficient and reasonable notice for the purpose of the service by one Party, upon the other Party, of a notice making 'time of the essence' for the completion of this Contract, or the performance of any term, or condition herein; and
- (b) If for any reason not solely attributed to the Vendor, the balance of the purchase price shall not be paid by the Purchaser to the Vendor by the completion date, the Purchaser shall on completion pay the sum of Three Hundred and Thirty Australian Dollars (\$330.00 AUD) for the Vendor's legal costs occurred as a consequence of the delay, without prejudice to the Vendor's rights and remedies therein mentioned, or its other rights to damages by virtue of the default of the Purchaser hereunder.

10.2 The Parties agree that the 'Notice Period' is sufficient.

11. Swimming Pool

If a swimming pool forms part of the property:

- (a) The Vendor does not warrant that the swimming pool complies with the requirements imposed by the Swimming Pool act 1992 (in this clause "the Act") and the regulations prescribed under the Act;
- (b) After completion the Purchaser must comply with the requirements of the Act; and
- (c) The Purchaser cannot make a claim, objection or requisition or rescind or terminate in respect of the swimming pool and its compliance with the Act and Regulations prescribed under the Act.

12. Solar Panels

If applicable, the purchaser acknowledges that if there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, then the parties agree as follows:

- (a) Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;
- (b) The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
- (c) The vendor make no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they

were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

13. Smoke Alarms

The Vendor is required by law to have smoke alarm(s) (or, in certain cases heat alarm[s]) installed in the dwelling/building/strata development which is the subject of this Contract in accordance with those regulations provided for in the Environmental Planning and Assessment Act (NSW) 1979 and it is an offence not to comply, or to remove, or interfere with the smoke alarm(s), or heat alarm(s) SO fitted/installed.

14. Encumbrances

- 14.1 If a mortgage or caveat is recorded on the folio of the Register for the Land the Purchaser must, on completion, accept a discharge of that mortgage or a withdrawal of that caveat so far as it relates to the Land.
- 14.2 Despite Clause 14.1 if a caveat lodged, by or on behalf of the Purchaser, any assignee of the Purchaser's interest under this Contract, or any person claiming through, or under the Purchaser is recorded on the folio of the Register for the property the Purchaser must complete this Contract despite that caveat.
- 14.3 A discharge of mortgage, or withdrawal of caveat under Clause 14.1 must be in registrable form and the registration fees payable must be paid by the Vendor to the Purchaser on completion.

15. Deposit – ESSENTIAL TERM

Notwithstanding that the Contract requires a deposit equal to ten per centum (10%) of the Purchase Price to be paid, if:

- (a) The deposit paid by the Purchaser is less than ten per centum (10%) of the Purchase Price; and
- (b) the Vendor becomes entitled to forfeit the deposit; and
- (c) the Vendor has terminated this Contract;

then the Vendor shall be entitled to recover from the Purchaser an amount equal to ten per centum (10%) of the price less the deposit paid as liquidated damages and it is agreed that this right shall be in addition to, and shall not limit, any other remedies available to the Vendor herein contained, or implied notwithstanding any rule of law, or equity to the contrary. This clause shall not merge on termination of this Contract.

16. Release of deposit for payment of a deposit and stamp duty

The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as they shall require for the purpose of a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof.

17. Mine Subsidence

The Purchaser may rescind this Contract if the owner of the improvements on the land is not entitled, as at the date of the Contract, to claim compensation from the Mine

Subsidence Board in respect of any damage to the Land and/or improvements rising from mine subsidence, and written communication from the Mine Subsidence Board to that effect shall be conclusive for the purposes of this Clause.

18. GST if it applies to this Contract

- 18.1 In this Clause 'GST' is the goods and services tax payable under the GST law, as defined in A New Tax System (Goods and Services Tax) Act (Cth) 1999 and the terms used have the meanings as defined in the Act.
- 18.2 It is agreed that the consideration for the supply expressed in this Contract is exclusive of the Vendor's liability for GST.
- 18.3 The Purchaser must pay to the Vendor (without deduction or set-off) an additional amount on account of the GST calculated by multiplying the consideration payable under this Contract by the prevailing GST rate.
- 18.4 The Purchaser must pay the amount of the GST at the same time and in the same manner as the Purchaser is obliged to pay the consideration.
- 18.5 The Vendor must, on completion, give the Purchaser a tax invoice in respect of the GST payable under the Contract.
- 18.6 Nothing in this Contract obliges the Purchaser to reimburse the Vendor for GST paid, or payable by the Vendor in respect of a taxable supply to the extent to which the Vendor is entitled to claim an input tax credit.

19. Guarantee Where Purchaser a Proprietary Company

- 19.1 This Special Condition applies if the Purchaser is a 'Proprietary Company'.
- 19.2 For the purposes of this Contract, 'Guarantor' means the person, or persons whose names appear on the frontispiece of this Contract. The obligations of those who comprise the Guarantor will be joint and several.
- 19.3 In consideration of the Vendor at the request of the Guarantor entering into this Contract, the Guarantor:
- (a) Covenants with the Vendor that the Guarantor will be with the Purchaser jointly and severally liable to the Vendor for the due performance of all terms and conditions on the part of the Purchaser contained in this Contract; and
 - (b) Guarantees to the Vendor the punctual payment of all money payable by the Purchaser under this Contract and the performance of the terms and conditions of this Contract.
- 19.4 If for any reason this Contract is not enforceable by the Vendor against the Purchaser in whole or in part, the Guarantor will indemnify the Vendor against all loss, including all money which would have been payable by, or recoverable from the Purchaser had this Contract been enforceable against the Purchaser.

20. Latent, or Patent Defects – ESSENTIAL TERM

- 20.1 The property, including all improvements, is sold in their present condition and state of

repair with all defects, whether latent, or patent. The Purchaser is not entitled to make any requisition, claim, objection, or claim for compensation in respect of the condition of the property, or any improvements thereon.

20.2 The Purchaser shall not require the Vendor to make good or carry out any work on the property following the exchange of Contracts.

20.3 The Purchaser is to rely on his/her/their pre-purchase inspection of the property in respect to any possible latent or patent defects and the Purchaser's failure to conduct such an inspection completely and absolutely absolves the Vendor of any requisition, claim, objection, or claim for compensation so arising following the exchange of Contracts.

20.4 The Purchaser acknowledges that he/she/they does not rely on any warranty, express, or implied, made by the Vendor, or the Vendor's agent except as provided for in this Contract.

20.5 Notwithstanding Clauses 7, 8 of the main Contract, any requisition, claim, objection, or claim for compensation received by the Vendor from the Purchaser shall be deemed to be a requisition or objection under Clause 8 of the main Contract without any remedy arising on the part of the Purchaser, or entitling the Purchaser of any claim upon the Vendor.

21. BUILDING CERTIFICATE

- (a) The Purchaser warrants that any application to the Local Council for a building certificate will be made within 14 days of the date of this contract.
- (b) If as a result of the Purchaser's application or otherwise the Local Council Issues an Upgrading or Demolition Order in breach of the warranty provided for under the Conveyancing (Sale of Land) Regulations 2000 then the Vendor Shall be entitled to treat the existence of such upgrading or Demolition Order as objection to title to which clause 8 of the main contract shall apply but the Purchaser's rights shall not be affected.
- (c) If the Local Council:-
 - (i) Refuses to issue a Building Certificate or fails to issue same within twenty-eight days of the date of this Contract or;
 - (ii) Issues a Building Certificate but qualifies that Building Certificate in the letter issuing the Certificate requiring work to be done; or
 - (iii) As a result of such application issues a Works Order (not being an Upgrading or Demolition Order) and the Vendor is unwilling to comply with that Works Order,
then the Purchaser may rescind this Contract within fourteen days of that event occurring but the Purchaser shall have no further or other remedy against the Vendor.
- (d) For the purposes of clause 21.C.iii the Vendor is unwilling to comply with a Works order where the Vendor has failed to agree to do the work within seven days of the notification of such Works Order;
- (e) A party shall promptly advise the other party concerning the outcome of an application for a Building certificate under this clause.
- (f) A Purchaser shall not be required to comply with a Works order issued as a result of an application for a Building certificate (notwithstanding clause 11 of the main Contract).

22. Effect of Death, or Insolvency – ESSENTIAL TERM

If the Vendor, or Purchaser, or if more than one, then shall any one of them die, become

mentally ill, become insolvent, or go into bankruptcy then either party or their legal representative may rescind this Contract by notice in writing to the other party at a minimum of ten business days prior to completion.

23. Electronic Contract

- 23.1 Execution by the parties of the Contract electronically signed on an electronic device, email or electronically via docusign and transmission of the executed Contract by any of those means shall constitute a valid and binding execution of this Contract by such part or parties.
- 23.2 For the purposes of the Electronic Transaction Act 1999 (CTH) and Electronic Transactions Act 2000 (NSW) each party consents to receiving and sending the Contract electronically.
- 23.3 The parties agree that they shall not make a requisition, objection, claim or delay completion date to the manner of execution of the is contract as at exchange date.

24. Electronic Settlement (PEXA)

If the vendor has nominated an electronic settlement and the Purchaser requires a settlement other than PEXA then the purchaser agrees to pay the Vendors settlement agents fee and postage costs.

25. Title

- 25.1 Clause 25.1.1 is amended by deleting the word "limited"
- 25.2 Clause 25.7 is deleted.
- 25.3 The purchasers may make reasonable enquiries in respect to all identification survey at their own expense.

26. Covid-19 (Coronavirus)

This Clause applies whilst ever the Federal, NSW State, or Local Government area in which the dwelling is situated, is managing the Covid-19 outbreak as a Health Emergency or a State Emergency:

- a. In the event any party to the Contract is required to undertake self-isolation or quarantine, such party will notify the other party immediately and
 - In the event that completion does not take place by the completion date as provided for in Clause 15 of this Contract due to such self-isolation or quarantine, then the completion date is extended by 21 days
- b. In the event any party is admitted to hospital as a consequence of Covid-19 Coronavirus, such party will notify the other party as soon as possible and
 - In the event that completion does not take place by the completion date as provided for in Clause 15 of this Contract due to such hospitalisation,

then on and from the date of the that party's discharge from hospital, the completion date is extended by 21 days.

27. Special Conditions- ESSENTIAL TERM

These special conditions do not merge on completion of this Contract

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 outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
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 Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. 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?
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

20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
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) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 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. 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.
28. 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.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. 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.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 73/27302

SEARCH DATE	TIME	EDITION NO	DATE
11/2/2022	9:13 AM	8	24/9/2018

LAND

LOT 73 IN DEPOSITED PLAN 27302
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF TUGGERAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP27302

FIRST SCHEDULE

DEBORAH ANNE HODGSON (T AF137038)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 G358716 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND DESIGNATED (X) IN DP397098
- 3 H577967 COVENANT
- 4 AF137039 MORTGAGE TO ING BANK (AUSTRALIA) LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Municipality of
 Shire of Wyong

DP 27302 (E)

PLAN

G479424 4-4-56.

LGA: WYONG

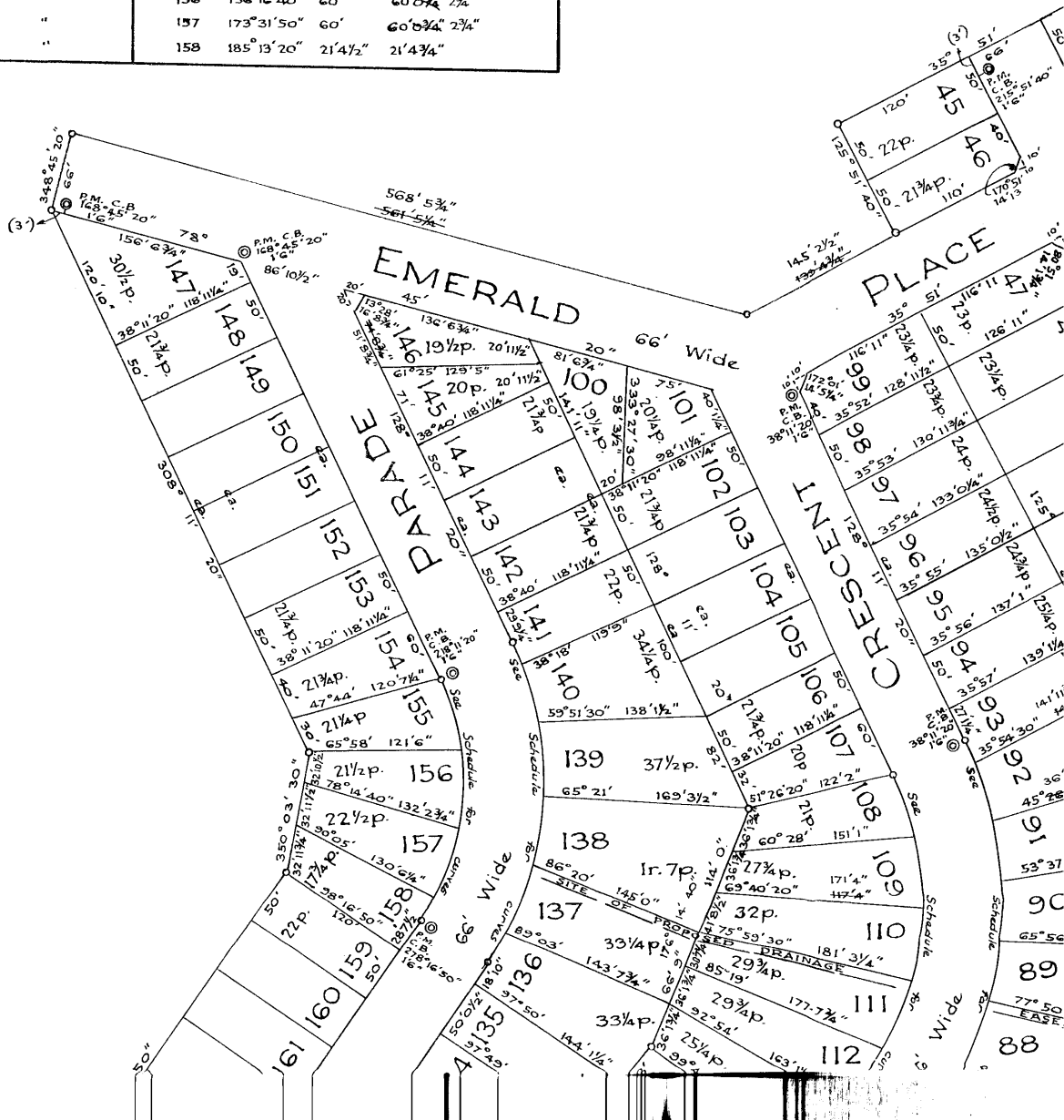
of subdivision of part of P
 KILLARNEY PARK ES

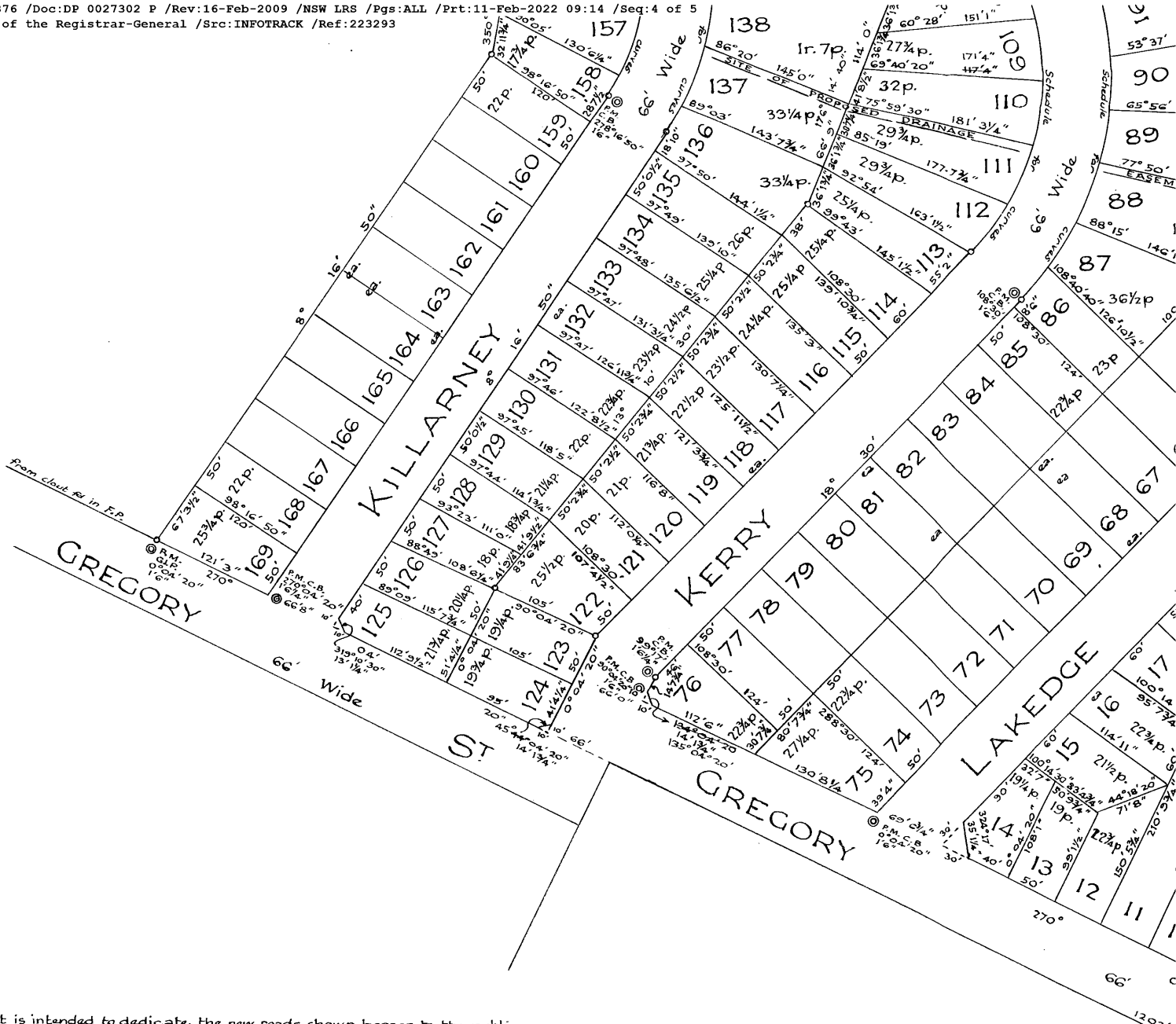
PARISH OF TUGGARAH COUNTY

Scale: 100 feet to an inch

Schedule of Curves

Lot	Chord	Arc	Radius	Lot	Chord	Arc	Radius		
24	194°34'30"	33°11 ¹ / ₂ "	33°11 ¹ / ₂ "	248°0 ⁰ / ₄ "	32	317°12'	50'	50°0 ³ / ₄ "	306°0"
25	184°51'50"	50'	50°1"	"	33	310°21'	23'1"	23°1 ¹ / ₄ "	"
26	173°17'40"	50'	50°1"	"	108	134°37'20"	53°5 ³ / ₄ "	53°10 ¹ / ₂ "	240°0"
27	161°43'20"	50'	50°1"	"	109	148°0'14"	60'	60°1 ³ / ₄ "	"
28	150°09'	50'	50°1"	"	110	162°35'40"	60'	60°1 ³ / ₄ "	"
29	138°34'50"	50'	50°1"	"	111	176°57'20"	60'	60°1 ³ / ₄ "	"
30	129°19'40"	30'	30°0 ⁰ / ₄ "	"	112	191°19'	60'	60°1 ³ / ₄ "	"
58	135°20'50"	60'	60°3 ¹ / ₄ "	182°0 ⁰ / ₄ "	136	184°46'30"	32°6 ¹ / ₂ "	32°6 ³ / ₄ "	266°0"
59	155°55'10"	70'	70°5 ¹ / ₄ "	"	137	174°47'30"	60'	60°1 ¹ / ₂ "	"
60	178°05'30"	70'	70°5 ¹ / ₄ "	"	138	162°23'	55'	55°1 ¹ / ₄ "	"
61	193°50'20"	29°7'	29°7 ¹ / ₂ "	"	139	145°58'30"	60'	60°1 ¹ / ₂ "	"
86	14°33'50"	42'	42°0 ⁰ / ₄ "	306°0"	140	138°06'20"	50'	50°1"	"
87	5°56'30"	50'	50°0 ³ / ₄ "	"	141	130°27'	21'	21°0 ⁰ / ₄ "	"
88	355°37'40"	60'	60°1"	"	155	137°55'	67°7 ¹ / ₂ "	67°11 ⁰ / ₄ "	200°0"
89	345°19'	50'	50°0 ³ / ₄ "	"	156	156°16'40"	60'	60°0 ³ / ₄ "	2 ³ / ₄ "
90	335°56'40"	50'	50°0 ³ / ₄ "	"	157	173°31'50"	60'	60°0 ³ / ₄ "	2 ³ / ₄ "
91	326°24'20"	50'	50°0 ³ / ₄ "	"	158	185°13'20"	21°4 ¹ / ₂ "	21°4 ³ / ₄ "	"



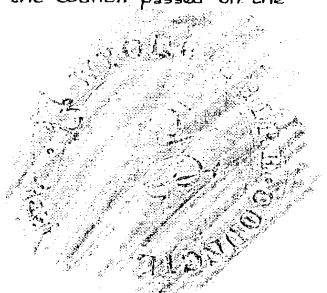


It is intended to dedicate the new roads shown hereon to the public.
The site of the proposed drainage easement within lots 61, 88, 111 & 137
is intended to be appurtenant to the new roads

Re-declared before me at Gosford
this 17th September 1956.

DP27302 (E)

The Common Seal of the Council of the Shire of Wyong was hereto affixed in pursuance
of a resolution of the Council passed on the 28th day of February, 1956



H.F. Fulcher. Shire President.

Golding Shire Clerk.

[Handwritten signature]
Reling Bentley

Approved by Council & Covered by Council Clerk's Certificate

No. 804 of 21/3/56

[Handwritten signature]
Golding Council Clerk.

Datum line of Azimuth A-B.

[Handwritten signature]
Golding

Subscribed
this 5th.

DP 27302

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 27302	FEET INCHES	METRES
	7 1/4	0.184
	7 1/2	0.457
	7 3/4	0.464
	8 1/4	0.914
	8 1/2	1.530
	8 3/4	1.702
	9 1/4	2.499
	9 1/2	2.591
	9 3/4	2.743
	10 1/4	3.048
	10 1/2	3.435
	10 3/4	3.562
	11 1/4	3.664
	11 1/2	3.721
	11 3/4	3.994
	12 1/4	4.212
	12 1/2	4.401
	12 3/4	4.464
	13 1/4	4.877
	13 1/2	5.099
	13 3/4	5.256
	14 1/4	5.740
	14 1/2	5.791
	14 3/4	6.020
	15 1/4	6.096
	15 1/2	6.388
	15 3/4	6.401
	16 1/4	6.407
	16 1/2	6.521
	16 3/4	6.511
	17 1/4	7.036
	17 1/2	7.042
	17 3/4	8.261
	18 1/4	8.725
	18 1/2	8.837
	18 3/4	9.017
	19 1/4	9.074
	19 1/2	9.144
	19 3/4	9.150
	20 1/4	9.328
	20 1/2	9.341
	20 3/4	9.754
	21 1/4	9.919
	21 1/2	9.925
	21 3/4	10.020
	22 1/4	10.046
	22 1/2	10.052
	22 3/4	10.351
	23 1/4	10.357
	23 1/2	10.700
	23 3/4	10.725
	24 1/4	11.017
	24 1/2	11.557
	24 3/4	11.582
	25 1/4	11.676
	25 1/2	11.989
	25 3/4	12.192
	26 1/4	12.224
	26 1/2	12.732
	26 3/4	12.738
	27 1/4	12.802
	27 1/2	12.808
	27 3/4	13.938
	28 1/4	14.021
	28 1/2	14.180
	28 3/4	14.281
	29 1/4	15.240
	29 1/2	15.246
	29 3/4	15.253
	30 1/4	15.253

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 27302	CONTINUED	FEET INCHES	METRES
		30 1/2	15.259
		30 3/4	15.362
		31 1/4	15.504
		31 1/2	15.604
		31 3/4	15.910
		32 1/4	16.175
		32 1/2	16.481
		32 3/4	16.488
		33 1/4	16.935
		33 1/2	17.077
		33 3/4	17.181
		34 1/4	17.676
		34 1/2	17.787
		34 3/4	18.236
		35 1/4	18.339
		35 1/2	18.441
		35 3/4	18.442
		36 1/4	18.776
		36 1/2	18.878
		36 3/4	19.221
		37 1/4	19.323
		37 1/2	19.424
		37 3/4	19.425
		38 1/4	19.760
		38 1/2	19.862
		38 3/4	19.863
		39 1/4	20.330
		39 1/2	20.345
		39 3/4	20.511
		40 1/4	20.612
		40 1/2	20.707
		40 3/4	21.006
		41 1/4	21.012
		41 1/2	21.351
		41 3/4	21.357
		42 1/4	21.699
		42 1/2	21.841
		42 3/4	21.844
		43 1/4	22.225
		43 1/2	22.225
		43 3/4	22.593
		44 1/4	22.660
		44 1/2	22.860
		44 3/4	22.864
		45 1/4	23.255
		45 1/2	23.255
		45 3/4	23.681
		46 1/4	23.771
		46 1/2	24.060
		46 3/4	24.060
		47 1/4	24.449
		47 1/2	24.449
		47 3/4	24.871
		48 1/4	24.871
		48 1/2	25.240
		48 3/4	25.240
		49 1/4	25.610
		49 1/2	25.610
		49 3/4	26.032
		50 1/4	26.032
		50 1/2	26.401
		50 3/4	26.401
		51 1/4	26.771
		51 1/2	26.771
		51 3/4	27.141
		52 1/4	27.141
		52 1/2	27.511
		52 3/4	27.511
		53 1/4	27.881
		53 1/2	27.881
		53 3/4	28.251
		54 1/4	28.251
		54 1/2	28.621
		54 3/4	28.621
		55 1/4	28.991
		55 1/2	28.991
		55 3/4	29.361
		56 1/4	29.361
		56 1/2	29.731
		56 3/4	29.731
		57 1/4	30.101
		57 1/2	30.101
		57 3/4	30.471
		58 1/4	30.471
		58 1/2	30.841
		58 3/4	30.841
		59 1/4	31.211
		59 1/2	31.211
		59 3/4	31.581
		60 1/4	31.581
		60 1/2	31.951
		60 3/4	31.951
		61 1/4	32.321
		61 1/2	32.321
		61 3/4	32.691
		62 1/4	32.691
		62 1/2	33.061
		62 3/4	33.061
		63 1/4	33.431
		63 1/2	33.431
		63 3/4	33.801
		64 1/4	33.801
		64 1/2	34.171
		64 3/4	34.171
		65 1/4	34.541
		65 1/2	34.541
		65 3/4	34.911
		66 1/4	34.911
		66 1/2	35.281
		66 3/4	35.281
		67 1/4	35.651
		67 1/2	35.651
		67 3/4	36.021
		68 1/4	36.021
		68 1/2	36.391
		68 3/4	36.391
		69 1/4	36.761
		69 1/2	36.761
		69 3/4	37.131
		70 1/4	37.131
		70 1/2	37.501
		70 3/4	37.501
		71 1/4	37.871
		71 1/2	37.871
		71 3/4	38.241
		72 1/4	38.241
		72 1/2	38.611
		72 3/4	38.611
		73 1/4	38.981
		73 1/2	38.981
		73 3/4	39.351
		74 1/4	39.351
		74 1/2	39.721
		74 3/4	39.721
		75 1/4	40.091
		75 1/2	40.091
		75 3/4	40.461
		76 1/4	40.461
		76 1/2	40.831
		76 3/4	40.831
		77 1/4	41.201
		77 1/2	41.201
		77 3/4	41.571
		78 1/4	41.571
		78 1/2	41.941
		78 3/4	41.941
		79 1/4	42.311
		79 1/2	42.311
		79 3/4	42.681
		80 1/4	42.681
		80 1/2	43.051
		80 3/4	43.051
		81 1/4	43.421
		81 1/2	43.421
		81 3/4	43.791
		82 1/4	43.791
		82 1/2	44.161
		82 3/4	44.161
		83 1/4	44.531
		83 1/2	44.531
		83 3/4	44.901
		84 1/4	44.901
		84 1/2	45.271
		84 3/4	45.271
		85 1/4	45.641
		85 1/2	45.641
		85 3/4	46.011
		86 1/4	46.011
		86 1/2	46.381
		86 3/4	46.381
		87 1/4	46.751
		87 1/2	46.751
		87 3/4	47.121
		88 1/4	47.121
		88 1/2	47.491
		88 3/4	47.491
		89 1/4	47.861
		89 1/2	47.861
		89 3/4	48.231
		90 1/4	48.231
		90 1/2	48.601
		90 3/4	48.601
		91 1/4	48.971
		91 1/2	48.971
		91 3/4	49.341
		92 1/4	49.341
		92 1/2	49.711
		92 3/4	49.711
		93 1/4	50.081
		93 1/2	50.081
		93 3/4	50.451
		94 1/4	50.451
		94 1/2	50.821
		94 3/4	50.821
		95 1/4	51.191
		95 1/2	51.191
		95 3/4	51.561
		96 1/4	51.561
		96 1/2	51.931
		96 3/4	51.931
		97 1/4	52.301
		97 1/2	52.301
		97 3/4	52.671
		98 1/4	52.671
		98 1/2	53.041
		98 3/4	53.041
		99 1/4	53.411
		99 1/2	53.411
		99 3/4	53.781
		100 1/4	53.781
		100 1/2	54.151
		100 3/4	54.151
		101 1/4	54.521
		101 1/2	54.521
		101 3/4	54.891
		102 1/4	54.891
		102 1/2	55.261
		102 3/4	55.261
		103 1/4	55.631
		103 1/2	55.631
		103 3/4	56.001
		104 1/4	56.001
		104 1/2	56.371
		104 3/4	56.371
		105 1/4	56.741
		105 1/2	56.741
		105 3/4	57.111
		106 1/4	57.111
		106 1/2	57.481
		106 3/4	57.481
		107 1/4	57.851
		107 1/2	57.851
		107 3/4	58.221
		108 1/4	58.221
		108 1/2	58.591
		108 3/4	58.591
		109 1/4	58.961
		109 1/2	58.961
		109 3/4	59.331
		110 1/4	59.331
		110 1/2	59.701
		110 3/4	59.701
		111 1/4	60.071
		111 1/2	60.071
		111 3/4	60.441
		112 1/4	60.441
		112 1/2	60.811
		112 3/4	60.811
		113 1/4	61.181
		113 1/2	61.181
		113 3/4	61.551
		114 1/4	61.551
		114 1/2	61.921
		114 3/4	61.921
		115 1/4	62.291
		115 1/2	62.291
		115 3/4	62.661
		116 1/4	62.661
		116 1/2	63.031
		116 3/4	63.031
		117 1/4	63.401
		117 1/2	63.401
		117 3/4	63.771
		118 1/4	63.771
		118 1/2	64.141
		118 3/4	64.141
		119 1/4	64.511
		119 1/2	64.511
		119 3/4	64.881
		120 1/4	64.881
		120 1/2	65.251
		120 3/4	65.251
		121 1/4	65.621
		121 1/2	65.621
		121 3/4	65.991
		122 1/4	65.991
		122 1/2	66.361
		122 3/4	66.361
		123 1/4	66.731

G358716 Original 14/9

Municipality / Shire of WYONG

Certificate of New Road or Subdivision

LOCAL GOVERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 32, FORM 1.

Certificate No. 732 COUNCIL CHAMBERS WYONG

2nd June, 1955

APPLICANT

(Name) BANNISTER & HUNTER.
(Surname First)

(Address) Surveyors, Mann Street, GOSFORD.

OWNER

(Name) McCONNELL, Reginald and May Alice Mrs.

(Address) BERKELEY VALE.

NEW ROAD (Particulars)

SUBDIVISION (Particulars) Part of Portion 24, Parish of Tuggarah, County of Northumberland.

B

CERTIFICATE

I hereby certify that the requirements of the Local Government Act, 1919, (other than the requirements for the registration of plans), have been complied with by the above-named applicant in relation to the proposed subdivision above described and more particularly set out on the accompanying plan (Insert New Road or Sub-division) ~~having the Council's Seal~~ and marked "Plan approved by Council, Covered by Council Clerk's Certificate No. 732 of 2nd June, 1955."

[Signature]
Shire Clerk

The Registrar General is requested to return this file to WYONG

The Shire Clerk, WYONG.

[Signature]
Shire Clerk

Dear Sir, Subdivision plan covered by your Certificate No. * 732 dated 2nd June, 1955.

Plan No. * has been registered as ↑

Council to complete where marked * and add address in space on back. Registrar General to complete where marked †.

T. WELLS,
Registrar General.
per.....



12 JUN 1955 R.P. 13.
 2 SEP 1955 AUG 25 10:04
 05 1955

FEES:-
 Lodgment
 Endorsement
 Certificate
 R/W: 10/-
 A 5.5/-

New South Wales
MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1906)



(Trusts must not be disclosed in the transfer.)

WE, REGINALD McCONNELL of Berkley Vale, Farmer and **MARY ALICE McCONNELL** of Berkley Vale, Married Woman

(herein called transferors)

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Three thousand two hundred and fifty pounds

(£ 3250---) (the receipt whereof is hereby acknowledged) paid to us by

NORTHERN DAIRIES PTY. LIMITED, a Company duly incorporated under the provisions of the Companies Act 1936 and having its registered office at 129 Phillip Street, Sydney (herein called transferee) do hereby transfer to the said transferee

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

County.	Parish.	Reference to Title (d)			Description of Land (if part only). (e)
		Whole or Part.	Vol.	Fol.	
NORTHUMBERLAND	TUGGERAH	PART	6165	172	That piece of land shown on the plan hereunto annexed and marked with the letter "A" containing an area of 147 acres 2 roods *
			6165	173	

And the transferors covenant with the transferee EXCEPTING thereout the 100 foot reservation being the land coloured yellow on the said Certificates of Title and the bed of Tumbi Umbi Creek coloured blue on the said Certificates of Title together with full and free right of carriage way as appurtenant to the land hereby transferred over all that piece of land being part of the land described in Certificates of Title aforesaid and being that piece of land marked "site of proposed right of way variable width" on the said plan being that piece of land shown on the plan hereunto annexed and marked with the letter "A" containing an area of 147 acres 2 roods *

ENCUMBRANCES, &c., REFERRED TO:

Reservations of all mines of gold and silver

PLAN REFILED IN
 PLAN COLUMN AS F.P.
 397098

THIS SPACE TO BE LEFT FREE FROM NOTATION.

NOT TO BE ALTERED BY ERASURE OR NOTE

- a. If a less than, strike out "in fee simple" and interline the required alteration.
- b. Full postal address of transferee must be shown.
- c. If to two or more, state whether as joint tenants or tenants in common.
- d. If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.
- e. If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision of the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.
- f. Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.
- g. A very short note will suffice.
- h. If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.
- i. Repeat attestation if necessary.
- 1. If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Signed at Sydney the 8th day of August 1955

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME
[Signature]

Signed in my presence by the transferor who is personally known to me -
[Signature]

[Signature]
 Transferor *

[Signature]
 Transferor.

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

THE COMMON SEAL of NORTHERN DAIRIES

Signed in my presence by the transferee
PTY. LIMITED was hereunto affixed
 by the authority of the Directors in the presence of
[Signature]

[Signature]
 Transferee(s).

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

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

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

No. 358716

(4)
CONSENT OF MORTGAGEE!
 (N.B.—Before execution read marginal note.)

LODGED BY F. A. CHURCH
 SOLICITORS
 133 PITT STREET
 SYDNEY

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

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

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

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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

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

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

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

INDEXED	MEMORANDUM OF TRANSFER <i>Log into Reg. Parageway</i>	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.
Checked by <i>W.C.B.</i> Particulars entered in Register Book, Volume <i>6165</i> Folio <i>5172 & 173</i> Passed (in S.D.B.) by <i>W.P.K.</i> the <i>21st</i> day of <i>November</i> 19 <i>56</i> at _____ by _____ <i>J. H. Pells</i> Registrar-General.	1 <i>Handwritten</i> Received Docs. 2 _____ Nos. 3 _____ 4 _____ 5 _____ 6 _____ Receiving Clerk. 7 _____	

EXTRA FEES	Diagram Examined ... Draft Forwarded ... Supt. of Engrossers ... Cancellation Clerk ... Vol. 7211 Fol. 118
LEAVE TH	Diagram Examined ... Draft Forwarded ... Supt. of Engrossers ... Cancellation Clerk ... Vol. 7211 Fol. 118

PROGRESS RECORD.

	Initials.	Date.
Survey Branch from Records	<i>J.P.</i>	<i>5.11.56</i>
Written ...	<i>W.C.B.</i>	<i>4.11.56</i>
Examined ...	<i>W.C.B.</i>	<i>4.11</i>
Prepared ...	<i>W.C.B.</i>	<i>4.11</i>
Diagram examined ...	<i>W.C.B.</i>	<i>4.11</i>
Draft forwarded ...	<i>W.C.B.</i>	<i>4.11</i>
Supt. of Engrossers ...	<i>W.C.B.</i>	<i>4.11</i>
Cancellation Clerk ...	<i>W.C.B.</i>	<i>4.11</i>

EXECUTION OUTSIDE NEW SOUTH WALES.

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

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

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pre-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

DEALINGS TO FOLLOW

LOW NUMBERS ADDED AND AMENDMENTS OR ADDITIONS NOTED ON PLAN IN REGISTRAR GENERAL'S OFFICE.

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 31st day of January, 1980.

CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS
 DP 397098

FEET	INCHES	METRES
1	6 3/8	0.457
2	5 3/8	0.746
10	-	3.048
22	-	6.706
33	2 1/4	10.058
33	2 1/4	10.116
45	8	14.002
45	11 1/4	20.117
66	0 1/4	20.123
74	1 1/2	22.593
81	2 1/2	24.740
118	2 1/2	36.030
149	4 1/4	45.523
152	11	46.609
167	8 3/4	51.124
195	7 3/4	59.620
200	0 1/2	60.973
229	1 1/2	69.825
305	5 5	93.091
312	7	95.275
330	9 1/2	100.584
339	9 1/2	116.065
380	9 3/4	116.072
385	5 3/4	117.494
395	7 1/2	120.587
419	3 1/4	127.194
446	10 4 3/4	136.195
450	6	137.481
451	8	137.617
462	2 1/2	140.818
482	-	146.977
495	-	150.927
642	4	195.183
660	3 3/4	201.168
895	11 3/4	272.891
1080	-	329.482
1147	-	349.606
1878	-	572.414
11470	-	3496.056

G358716

REGISTRATION

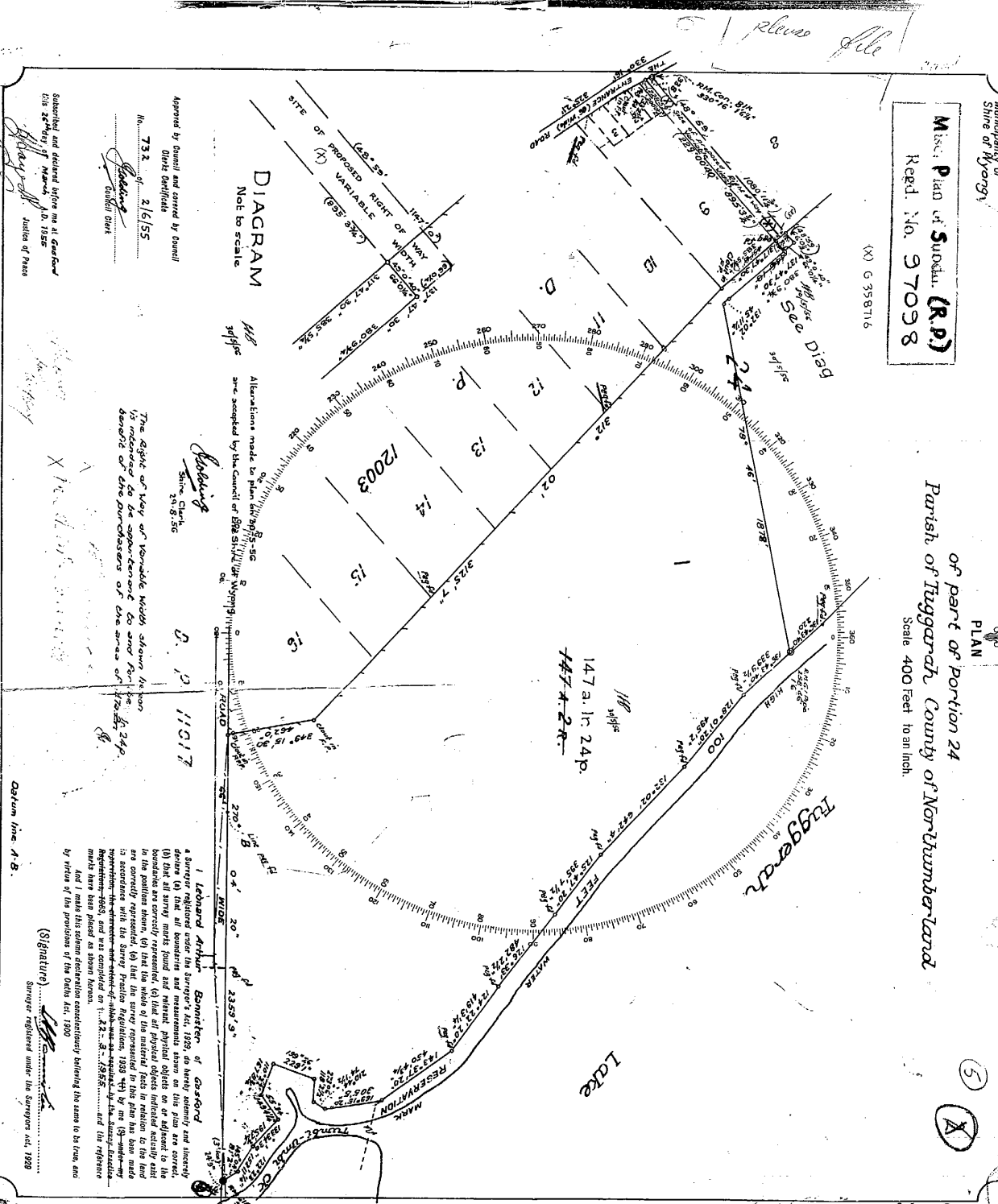
Plan Form for Section 144(1)(a) of the Land Act 1963
 Municipality of Shire of Wyalong

Misc. Plan of Survey (R.P.)
 Repl. No. 57098

(X) G 358716

of part of Portion 24
 Parish of Tuggerah County of New South Wales
 PLAN
 Scale 400 Feet to an Inch.

FP 397098



Approved by Council and carried by Council
 Direct Indefinite

No. 732 of 21/6/55
 D. P. 11917

Witnessed by
 Justice of Peace

The right of Way of Variable Width shown hereon is intended to be a permanent one and for the benefit of the purchasers of the area of 172.24 a. c. 24 p.

Alterations made by Plan 11917 are accepted by the Council of the Shire of Wyalong.

I, Leonard Arthur Bonnetter of Gosford a Surveyor registered under the Survey Act 1900 do hereby certify that all bearings and measurements shown on this plan are correct (a) that all boundaries and adjacent physical objects are correctly represented, (b) that all physical objects indicated actually exist in the position shown, (c) that the whole of the material facts in relation to the land are correctly represented, (d) that the survey represented in this plan has been made in accordance with the provisions of the Survey Act 1900 and the Regulations thereunder, and was completed on 1.2.55, and the reference marks have been placed as shown hereon.

and I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1900

(Signature)
 Surveyor registered under the Surveyors Act, 1938

36978 L

This is the plan marked "A" referred to in the annexed Memorandum of Transfer made between Reginald McConnell and Mary Alice McConnell as Vendors and Norman Fairies Pty. Limited as Purchaser

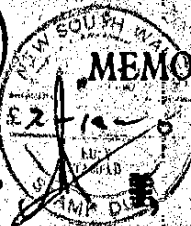
Dated

Signatures of parties to be made in this margin

Signature of Norman Fairies Pty. Limited

1960 AUG 17 PM 1:08
FORM FOR SIMPLE TRANSFER, WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED, OR EASEMENTS CREATED, OR WHERE THIS FORM IS OTHERWISE UNSUITABLE, FORM R.P. 13A SHOULD BE USED.

FEES:—
Lodgment
Endorsement
Certificate



R.P. 13. No. **H 577967**

New South Wales

MEMORANDUM OF TRANSFER
REAL PROPERTY ACT, 1900.

NORTHERN DAIRIES PTY. LIMITED

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

(herein called transferor)
being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the sum of One Hundred and Fifteen Pounds

(£ 115.0.0) (the receipt whereof is hereby acknowledged) paid to it by

MARLEEN SHIRLEY CROW do hereby transfer to

MARLEEN SHIRLEY CROW of 24(a) Carlton Crescent, Kogarah Bay in the State of New South Wales, Clerk-Typiste (Deed from mjc)
(herein called transferee)*

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

County	Parish	Reference to Title			Description of Land (if part only). (d)
		Whole or Part	Vol.	Fol.	
Northumberland	Tuggerah	Part	7438	231	Lot 73 in Deposited Plan No. 27302.

Subject to Fencing Covenant as indicated in Amalgamated Deeds as applied "A"

ENCUMBRANCES, &c., REFERRED TO:

Nil

Signed at Sydney the second day of August 1960.
The Common Seal of **NORTHERN DAIRIES PTY. LIMITED** was hereunto affixed by the transferor who is personally known to me the authority of the Board of Directors and in the presence of the Secretary.



DIRECTOR

Signed Archie Secretary

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

Signed in my presence by the transferee **MARLEEN SHIRLEY CROW** WHO IS PERSONALLY KNOWN TO ME
Marleen Blogg J.P.

Archie
Transferee(s).

THIS SPACE TO BE LEFT FREE FROM NOTATION.

NOT TO BE ALTERED BY ERASURE—See Foot Note.

- a. If a less estate, strike out "in fee simple" and interline the required alteration.
- b. State in full the name of the person who furnished the consideration monies.
- c. Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.
- d. The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General. Where these records are inadequate for the purpose, a suitable plan may be endorsed hereon, or furnished as an annexure signed by the parties and their signatures witnessed. Where the consent of the local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.
- e. A very short note will suffice.
- f. Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.
- As to instruments executed elsewhere, see Section 107 of the Real Property Act 1900-1936, Section 168 of the Conveyancing Act, 1919-1954 and Section 52A of the Evidence Act 1898-1954.

g Repeat attestation if necessary.
If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

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

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

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

H 577967

LODGED BY H.K. Kershaw
19 York St Sydney

No. PARTIAL DISCHARGE OF MORTGAGE.
 (N.B.—Before execution read marginal note.)

I, COMMERCE & COMMISSION LIMITED mortgagee under Mortgage No. H261614
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at Sydney this 28th day of July 1960.

Signed in my presence by THE COMMON SEAL of COMMERCE & COMMISSION LIMITED was hereunto affixed by authority of the Board of Directors previously given and in the presence of who is personally known to me. [Signature] Mortgagee.

This discharge to be registered in the office of the Registrar-General or in the office of the Registrar of Titles or in the office of the Registrar of Land or in the office of the Registrar of Mortgages.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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

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

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

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <u>Subject to Covenant</u>	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.	
	Checked by <u>[Signature]</u>	1 _____	4 _____
	Particulars entered in Register Book. Volume <u>7438</u> Folio <u>231</u>	2 _____	5 _____
	Passed (in S.D.B.) by <u>[Signature]</u>	3 _____	6 _____
Signed by <u>[Signature]</u>	Received Docs. Nos. _____ Receiving Clerk. _____		

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written	<u>[Signature]</u>	<u>28/7/60</u>
Draft examined	<u>[Signature]</u>	<u>28/7/60</u>
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
Vol. <u>7983</u> Folio <u>210</u>		

FEES.
 The Fees, which are payable on lodgment, are as follows:—
 (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grants, otherwise £2 5s. 0d. Where such instrument is lodged on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
 (b) A supplementary charge of 10s. is made in each of the following—
 (i) where a restrictive covenant is imposed; or
 (ii) a new easement is created; or
 (iii) a partial discharge of mortgage is endorsed on the transfer.
 (c) Where a new Certificate of Title must issue the scale charges are—
 (i) £2 for every Certificate of Title not exceeding 16 folios and without diagram;
 (ii) £2 10s. 0d. for every Certificate of Title not exceeding 16 folios with one simple diagram;
 (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
 Where the engrossing exceeds 16 folios, an amount of 5s. per folium extra fee is payable.

This is the annexure marked "A" referred to in the accompanying Transfer from
NORTHERN DAIRIES PTY. LIMITED to *Norleen Shirley Crow*
dated the *14th* day of *August* 1960

AND the transferee for himself or herself his or her executors administrators and
assigns or other the registered proprietor or proprietors for the time being of
the land hereinbefore described hereby covenants with the transferor its successors
and assigns for the benefit of the adjoining land owned by the transferor but
only during the ownership thereof by the transferor its successors and assigns
other than transferees on sale that no fence shall be erected on the land hereby
transferred to divide it from such adjoining land of the transferor being the
Public Garden and Recreation Space and untransferred lots in Certificate of
Title Volume 7211 Folio 118 without the consent of the transferor but such
consent shall not be withheld if such fence is erected without expense to the
transferor its successors or assigns and in favour of any person dealing with
the transferee his or her executors administrators or assigns such consent shall
be deemed to have been given in respect of every such fence for the time being
erected

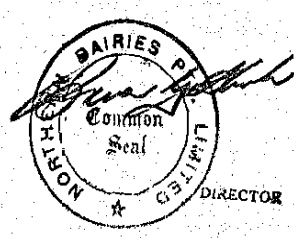
AND for the purposes of Section 88 of the Conveyancing Act 1919-1954 it is
hereby agreed and declared that:-

- (a) the benefit of the foregoing covenant shall be appurtenant to the adjoining
land of the transferor being the Public Garden and Recreation Space and
untransferred lots in Certificate of Title Volume 7211 Folio 118 but upon
transfer of such adjoining land this covenant shall become absolutely void
- (b) the burden of the foregoing covenant is upon the land transferred by this
instrument
- (c) the above covenant may be released varied or modified with the consent of
the transferor its successors and assigns.

B

THE COMMON SEAL of NORTHERN DAIRIES
PTY. LIMITED was hereunto affixed by
authority of the Directors and in the
presence of:-

[Signature]
Acting Secretary.



[Signature]
Transferee,
[Signature]

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

SECTION 10.7(2) PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Fee Paid: \$53.00

Receipt No:

Receipt Date: 11 February 2022

Property Address: 6 Lakedge Avenue, BERKELEY VALE NSW 2261

Property Description: Lot 73 DP 27302

Property Owner: Mrs D A Hodgson

Certificate No: 44258

Reference No: 223293:198402

Date of Issue: 11-Feb-2022

The information contained within this certificate relates to the land.



**ADVICE PROVIDED PURSUANT TO S.10.7(2) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT 1979**

1	RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS
----------	--

(1) Environmental Planning Instruments which apply to the land

Wyong Local Environmental Plan 2013

State Environmental Planning Policy No 50 – Canal Estate Development
State Environmental Planning Policy No 55 – Remediation of Land
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (State Significant Precincts) 2005
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Infrastructure) 2007
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (State and Regional Development) 2011
State Environmental Planning Policy No 21 – Caravan Parks
State Environmental Planning Policy No 64 – Advertising and Signage
State Environmental Planning Policy No 36 – Manufactured Home Estates
State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
State Environmental Planning Policy No 65 – Design Quality of Residential Flat Development
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (Coastal Management) 2018 (whole of lot)
State Environmental Planning Policy (Primary Production and Rural Development) 2019

(2) Proposed Environmental Planning Instruments which will apply to the land and is or has been the subject of community consultation or public exhibition

Draft Central Coast Local Environmental Plan will replace Gosford Local Environmental Plan 2014, Interim Development Order No. 122 – Gosford, Gosford Planning Scheme Ordinance and Wyong Local Environmental Plan 2013.

Proposed State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
Proposed State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
Proposed State Environmental Planning Policy (Infrastructure) 2007
Proposed State Environmental Planning Policy (Primary Production and Rural Development) 2019

Proposed State Environmental Planning Policy Design and Place
Proposed State Environmental Planning Policy (State and Regional Development) 2011
Proposed State Environmental Planning Policy (Housing Diversity)
Proposed Standard Instrument (Local Environmental Plans) Order 2006

(3) Development Control Plans applying to the land

Wyong Development Control Plan 2013 applies to this land.

2	ZONING AND LAND USE UNDER RELEVANT LOCAL ENVIRONMENTAL PLANS
----------	---

(a) Identity of the Zone

Lot 73 DP 27302

R2 Low Density Residential

Identity of the zone in Proposed Environmental Planning Instrument

Lot 73 DP 27302

Proposed R2 Low Density Residential

For each of the environmental planning instruments referred to in clause 1, please refer to the attached land use table to determine (b), (c) and (d) listed below:

(b) development that may be carried out within the zone without the need for development consent,

(c) development which may not be carried out within the zone except with development consent and

(d) development which is prohibited within the zone

(e) Development Standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house

Development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on this land.

The minimum land dimension so fixed is 450m².

Notwithstanding the above, reference should be made to Clause 4.2B of the Local Environmental Plan, which may contain other provisions enabling or restricting the erection of Dual Occupancies and Dwelling Houses on the land.

(f) Land includes or comprises critical habitat

No

(g) Land is in a conservation area

No

(h) Item of environmental heritage is situated on the land

None

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

Not applicable to Central Coast Local Government Area

3	COMPLYING DEVELOPMENT
----------	------------------------------

Whether or not the land is land on which complying development can be carried out under each of the codes for complying development because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*?

GENERAL HOUSING CODE

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

RURAL HOUSING CODE

Complying development under the Rural Housing Code **may** be carried out on the land providing the land is not less than the minimum lot size for the erection of a dwelling house under the Wyong Local Environmental Plan 2013.

LOW RISE HOUSING DIVERSITY CODE

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

GREENFIELD HOUSING CODE

Greenfield Housing Code **is not** applicable to this land.

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

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

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

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

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

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

CONTAINER RECYCLING FACILITIES CODE

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

SUBDIVISIONS CODE

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

DEMOLITION CODE

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

FIRE SAFETY CODE

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

4, 4A	(Repealed)
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4B	ANNUAL CHARGES FOR COASTAL PROTECTION SERVICES UNDER LOCAL GOVERNMENT ACT 1993
-----------	---

The owner (or any previous owner) of the land has not 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.

5	MINE SUBSIDENCE
----------	------------------------

The land **IS NOT WITHIN** a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

6	ROAD WIDENING AND ROAD ALIGNMENT
----------	---

(a) DIVISION 2 OF PART 3 OF THE *ROADS ACT 1993*

The land is not affected by road realignment or road widening under the above.

(b) ENVIRONMENTAL PLANNING INSTRUMENT

The land is not affected by road widening or road re-alignment under the above.

(c) COUNCIL RESOLUTIONS

The land is not affected by road widening or road re-alignment under the above.

7	COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES TO RESTRICT DEVELOPMENT DUE TO RISK
----------	--

This land **is** affected by a policy adopted by the council or other public authority that restricts the development of the land because of the likelihood of risk restrictions. This land **is** affected because:

The land is classed as being Acid Sulfate Soil Class 3

7A	FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION
-----------	---

- (1) The land or part of the land **is** within the flood planning area and **is** subject to flood related development controls.
- (2) The land or part of the land **is** between the flood planning area and the probable maximum flood and **is** subject to flood related development controls.
- (3) A word or expression used in this clause has the same meaning as in the standard instrument set out in the *Standard Instrument (Local Environmental Plans) Order 2006*.

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
----------	--------------------------------------

The following environmental planning instruments and proposed environmental planning instruments make provisions for the acquisition of the land by a public authority as referred to in Section 3.15 of the Act:

Nil

9	CONTRIBUTION PLANS
----------	---------------------------

This land is subject to Shire wide Infrastructure, Services and Facilities Development Contributions Plan.

The land is subject to Southern Lakes District Development Contributions Plan.

This land is subject to the Central Coast Regional Section 7.12 Development Contributions Plan 2019

9A	BIODIVERSITY CERTIFIED LAND
-----------	------------------------------------

The land **is not** biodiversity certified land within the meaning of Part 8 of the *Biodiversity Conservation Act, 2016*.

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*.

10	BIODIVERSITY STEWARDSHIP SITES
-----------	---------------------------------------

Council **has not** been notified by the Director-General of the Department of Planning, Industry and Environment that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act, 2016*.

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*.

10A	NATIVE VEGETATION CLEARING SET ASIDES
------------	--

Council **has not** been notified by the Director-General of the Department of Planning, Industry and Environment that the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013* and the land is **not** registered as a set aside area in the public register under that section.

11	BUSH FIRE PRONE LAND
-----------	-----------------------------

The information currently available to Council indicates that **all** of the land is bush fire prone land (as defined in the Act).

12	PROPERTY VEGETATION PLAN
-----------	---------------------------------

Council **has not** been notified by Local Land Services – Greater Sydney that the land is subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003.

13	ORDERS UNDER <i>TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006</i>
-----------	---

Council has not been notified of an Order issued under the Trees (Disputes between Neighbours) Act 2006.

NOTE: This advice is based on information provided by the Land and Environment Court.

14	DIRECTIONS UNDER PART 3A
-----------	---------------------------------

The Minister **has not** issued a direction under the former 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 does not have effect.

15	SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING
-----------	---

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning, Industry and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning, Industry and Environment.

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

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning, Industry and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning, Industry and Environment.

17	SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING
-----------	---

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning, Industry and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning, Industry and Environment.

18	PAPER SUBDIVISION INFORMATION
-----------	--------------------------------------

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

Nil

- (2) The date of any subdivision order that applies to this land.

Not applicable

Words and expressions used in this clause have the same meaning as they have in part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19	SITE VERIFICATION CERTIFICATE
-----------	--------------------------------------

Council **is not** aware of a Site Verification Certificate having been issued by the Director-General of the Department of Planning, Industry and Environment in respect of the land.

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*.

NOTE: This advice is based on information provided by the NSW Department of Planning, Industry and Environment.

20	LOOSE-FILL ASBESTOS INSULATION
-----------	---------------------------------------

This land does not include any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division. That register lists residential premises that contain or have contained loose-fill asbestos insulation.

21	AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (<i>BUILDING PRODUCT SAFETY ACT 2017</i>)
-----------	--

- (1) Is there any affected building notice of which the council is aware that is in force in respect of the land?

No

- 2 (a) Is there 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?

No

- 2 (b) Is there 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?

No

Note: In this clause 21:

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*

22	STATE ENVIRONMENTAL PLANNING POLICY (WESTERN SYDNEY AEROTROPOLIS) 2020
-----------	---

Not applicable to Central Coast Local Government Area

NOTE

CONTAMINATED LAND MANAGEMENT ACT 1997
--

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) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

- (b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No

- (d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No

For any enquiries regarding this Certificate, please contact Council's Customer Contact Centre on 1300 463 954.

Karen Hansen

Signed on Behalf of Central Coast Council

LAND USE TABLE

Zone R2 Low Density Residential Wyong Local Environmental Plan 2013

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To maintain and enhance the residential amenity and character of the surrounding area.
- To provide a residential character commensurate with a low density residential environment.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Information and education facilities; Jetties; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Water recycling facilities; Water reticulation systems; Water storage facilities

4 Prohibited

Any development not specified in item 2 or 3

PROPOSED LAND USE TABLE

Zone R2 Low Density Residential Draft Central Coast Local Environmental Plan

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage best practice in the design of low-density residential development.
- To ensure that non-residential land uses do not adversely affect residential amenity or place demands on services beyond the level reasonably required for low-density housing.
- To maintain and enhance the residential amenity and character of the surrounding area.

2 Permitted without consent

Home occupations; Recreation areas

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Information and education facilities; Jetties; Neighbourhood shops; Places of public worship; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Shop top housing; Water recycling facilities; Water reticulation systems; Water storage facilities

4 Prohibited

Any development not specified in item 2 or 3



ABN 73 149 644 003

Your Ref: 223293:198399

14 February 2022

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Dear Sir/Madam

**6 Lakedge Avenue, BERKELEY VALE NSW 2261
Lot 73 DP 27302**

In reply to your request for an internal sewerage connection plan for the above lot, please find enclosed your copy of this plan.

Should you require any further information regarding this matter, please contact Central Coast Council's Customer Services Section on 1300 463 954.

Yours faithfully

A handwritten signature in black ink, appearing to read "Jenny Downing".

Jenny Downing
Signed on Behalf of Central Coast Council

Attachment:



Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259 | **P** 1300 463 954 **DX 7306**

Gosford Office: 49 Mann St / PO Box 21 Gosford NSW 2250 | **P** 1300 463 954

E ask@centralcoast.nsw.gov.au | **W** www.centralcoast.nsw.gov.au | ABN 73 149 644 003

6 Lakedge Avenue, BERKELEY VALE NSW 2261
Lot 73 DP 27302

SHIRE OF WYONG

SEWERAGE CONNECTION PLAN

FOR M. W. A. BOADEN
6 LAKEDGE AVE BERKLEY VALE

No. _____
House No. 6
Street LAKEDGE AVE
Lot 73 Sec. _____
Fees \$20.00 D.P. 27302
REC No. 41532

Scale: 15.24m to 25mm 1:500

This diagram is the property of the proprietor and must be returned to him on completion of the work.

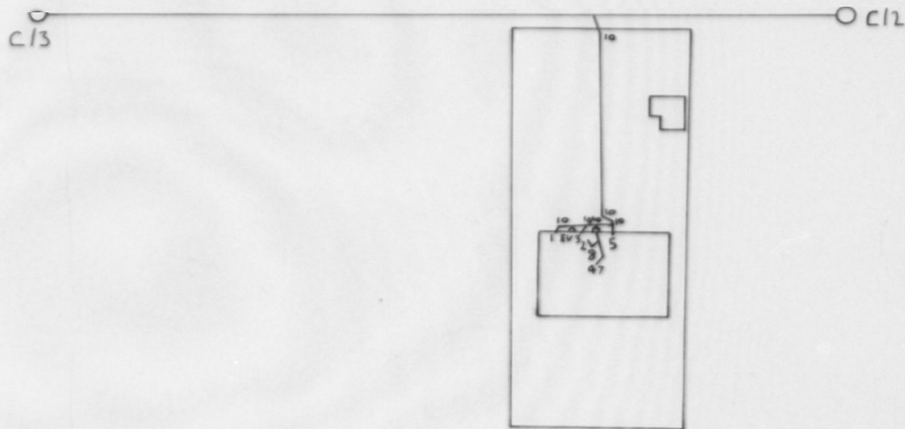
All plumbing and draining work shown on Diagram must be carried out by a plumber and drainer licensed by Wyong Shire Council and in accordance with the provisions of Ordinance No. 46, made under the Local Government Act, 1919, and to the satisfaction of the Council, and no responsibility will be taken for the same unless official certificates are obtained by licensed plumbers.

RAIN OR SURFACE WATER IS NOT TO BE CONNECTED WITH SEWER.

1.5 m Junction about 21.8 m feet from down stream manhole. Depth 1.6 m

NOTES:

- | | |
|-----------------------------|--------------------------------------|
| 1. Kitchen Sink. | 8. Floor Waste. |
| 2. Basin. | 9. Floor Safe. |
| 3. Laundry Tubs. | I.O. Inspection Opening. |
| 4. Bath Waste. | <input type="checkbox"/> Gully Trap. |
| 5. Water Closet. | S.V.P. Soil Vent Pipe. |
| 6. Grease Interceptor Trap. | E.V. Educt Vent. |
| 7. Shower Recess. | Special |
| | S.S. Sink Stone. |



LAKEDGE AVE

Drawn by L.M.

24/4/1978

Robert D. Bull
Health Inspector



ABN 73 149 644 003
11 February 2022

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Dear Sir/Madam

Property: Lot 73 DP 27302
6 Lakedge Avenue, BERKELEY VALE NSW 2261
Your Reference: 223293:198403

Reference is made to your request for a Sewer Mains Diagram.

In this regard please now find attached a copy of the relevant information showing the sewer main/s location in relation to the property.

If you have any further enquiries regarding this diagram, please contact Central Coast Council's Customer Contact on 1300 463 954.

Yours faithfully

A handwritten signature in black ink, appearing to be "TE" with a long horizontal stroke above it.

Tim Ennis
Signed on Behalf of Central Coast Council

Attach



Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259 | **P** 1300 463 954 **DX 7306**

Gosford Office: 49 Mann St / PO Box 21 Gosford NSW 2250 | **P** 1300 463 954

E ask@centralcoast.nsw.gov.au | **W** www.centralcoast.nsw.gov.au | ABN 73 149 644 003



Warning Note for Underground Plant Locations

The plan may not have been adjusted to take into account changes to boundaries, levels, fences or structures subsequent to the installation of the services. The plan is not to scale and all measurements are approximate only. The services indicated are expected to be in proximity to the location and depth shown on the plan. Where it is intended to rely on the accurate location of the services, the exact position and depth of the services should be ascertained on-site by careful hand excavation. Council can provide an on-site advisory service on request to assist in this process. Persons undertaking work will be held responsible for any damage caused to Council's services. Any indication of materials should be used as a guide only.

See Cadastre is part of the Digital Cadastre Database supplied by the Land and Property Information (LPI) a division of the Department of Finance and Services. Any person whose legal rights may be affected, or intends to act on any cadastral information shown on this plan should verify such information by consulting the Department of Finance and Services before so doing.



**Central Coast Council
Sewer Mains Diagram**

Not to Scale

Issue Date: 11/02/2022

Legend

- Access Chamber
- Dead End
- Lempole
- Sewer Manhole
- Vacuum Pot
- Valve
- Private Pump Station
- Pump Station
- Treatment Plant
- Reticulation Main
- Trunk Main
- Reticulation Main (Asbestos)
- Effluent Main
- Private Rising Main
- Rising Main
- Vacuum Main
- Rising Main (Asbestos)
- Sewer Encasement
- Abandoned Main
- Main Not In Use
- Applicant's land