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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	JRE Property 2 Warburton Street GYMEA NSW 2227	**phone**: (02) 9540 2222 **email**: luke@jreproperty.com.au
co-agent		
vendor	Matthew James Barker, Samantha Kate Barker 6 Tathra Place Gymea Bay NSW 2227	
vendor's solicitor	Excel Conveyancing Service PO Box 3182, KIRRAWEE 2232	**phone**: 02 9526 5277 **email**: tstomo@excelconveyancing.com.au **ref**: 064794
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	6 Tathra Place Gymea Bay NSW 2227 LOT 20 DEPOSITED PLAN 233634 Folio Identifier 20/233634	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions

☒ air conditioning	☐ curtains	☒ insect screens	☒ range hood
☒ blinds	☒ dishwasher	☐ internet/TV receiver	☐ solar panels
☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
☒ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☒ stove
☒ clothes line	☒ other: Garage remote, TV antenna, smoke alarm		

exclusions

purchaser

purchaser's solicitor

price

deposit _____ (10% of the price, unless otherwise stated)

balance

contract date (if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

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

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by Matthew James Barker, Samantha Kate Barker _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser
VENDOR (COMPANY)	**PURCHASER (COMPANY)**
Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Name of authorised person _____ Office held _____ Signature of authorised person _____ Name of authorised person _____ Office held	**Signed** by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Name of authorised person _____ Office held _____ Signature of authorised person _____ Name of authorised person _____ Office held

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Choices

Vendor agrees to accept a ***deposit-bond***	☒ NO	☐ yes
Nominated *Electronic Lodgment Network (ELN)* (clause 4)	PEXA	
Manual transaction (clause 30)	☒ NO	☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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* (GST residential withholding payment) ☐ NO ☐ yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

***GSTRW payment* (GST residential withholding payment) – 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 representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☐ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location print)
- ☒ 9 sewer lines location diagram (sewer service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☒ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☒ 24 land tax certificate

Home Building Act 1989

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to the off the plan contract

Other

- ☐ 61

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

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SECTION 66W CERTIFICATE

I, of , certify as follows:

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

2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **6 Tathra Place Gymea NSW 2227** from **Matthew James Barker and Samantha Kate Barker** to ……..in order that there is no cooling off period in relation to that contract;

3. I do not act for **Matthrew James Barker and Samantha Kate Barker** and am not employed in the legal practice of a solicitor/conveyancer acting for nor am I a member or employee of a firm of which a solicitor/conveyancer acting for **Matthew James Barker and Samantha Kate Barker** is a member or employee; and

4. I have explained to…….. **:**

(a) The effect of the contract for the purchase of that property;

(b) The nature of this certificate; and

(c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

_____

Solicitor/Licensed Conveyancer for Purchaser/s

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 residential premises, within the meaning of the *Home Building Act 1989,* Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds 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.

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Cooling off period (purchaser's rights)

1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
(b) in any other case—the fifth business day after the day on which the contract was made.

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 the Act, section 66W, 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, other than an option that is void under the Act, section 66ZG.

4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.

5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 to resolve the dispute 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 and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

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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:**

Australian Taxation Office	**Local Council**
County Council	**Local Land Services**
Department of Education	**NSW Fair Trading**
Department of Planning, Housing and Infrastructure	**NSW Public Works**
	Owner of adjoining land
Department of Primary Industries and Regional Development	**Privacy**
	Subsidence Advisory NSW
Electricity, gas and telecommunications	**Transport agencies**
Homes NSW	**Water, sewerage or drainage authority**

If you think that any of these matters affects the property, tell your solicitor.

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

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. **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 Australian Taxation Office.**

13 **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

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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)

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Sign*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the *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.

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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 16.5.
3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 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
4.2.2 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.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 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.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW 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*.

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4.13 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 –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 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 –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

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

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do whatever is reasonably necessary 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.

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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), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 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

13.3.2 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 vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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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, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.

14.6 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.

14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 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.

16.4 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

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

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).

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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 4.8 or clause 30.4);

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;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

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 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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20.14 The details and information provided in this contract (for example, on pages 1 - 4) 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.
20.16 Each *party* consents to –
20.16.1 any *party* signing this contract electronically; and
20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed by the *parties*.
20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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 contract or management 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 s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
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 14.6 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.

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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 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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.

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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 earnt 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 whatever is reasonably necessary 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 –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 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.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 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.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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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.

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 whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
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.

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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 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.

30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.

30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

30.5 The vendor can require the purchaser to include a 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 burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.

30.7 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.

30.8 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.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.

30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).

30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *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.

30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

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.

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ADDITIONAL CLAUSES IN CONTRACT FOR SALE OF LAND

BETWEEN: MATTHEW JAMES BARKER and SAMANTHA KATE BARKER (vendor)
AND: …… (purchaser/s)

The terms of the printed contract to which these additional conditions are annexed shall be read subject to the following. If there is a conflict between these additional conditions and the printed contract, then these additional conditions shall prevail. In the interpretation of this document, words importing the singular number or plural number shall include the plural number and singular number respectively and words importing any gender shall include any other gender. The parties agree that should any provision be held to the contrary to law, void or unenforceable, then such provision shall be severed from this contract and such remaining provision shall remain in full force and effect.

1. AMENDMENTS TO THE STANDARD FORM

1.1 The Contract for Sale is amended as follows:

a. Clause 2.4.2 is amended by inserting the words "or electronic funds transfer" after the word "cheque".
b. Clause 3.9 is deleted.
c. Clauses 3.10.2 and 3.11.2 are deleted.
d. Clauses 5.1 and 5.23 are deleted.
e. Clause 7.1.1 is amended by reducing "5%" to "1%".
f. Clause 7.2.4 delete the words "and the costs of the purchaser".
g. Clause 8.1.1 – delete the words "on reasonable grounds".
h. Clause 8.2.1 – delete the words "and any other money paid by the purchaser under this contract".
i. Clause 8.2.2 – delete this clause and replace with the following:
   "8.2.2 subject to clauses 8.2.1 and 8.2.3, the purchaser will have no right to sue the vendor or any representative of the vendor to claim compensation or damages for breach of contract or claims it may have or otherwise had against the vendor or any representative of the vendor."
j. Clause 10.1.8 and 10.1.9 – replace each occurrence of the word "substance" with the word "existence".
k. Clause 12 – insert the following:
   "In this clause certificate does not include a building certificate under any legislation or any certificate under the Swimming Pools Act 1992 (NSW) or any related regulations or laws".
l. Clause 18 is amended by adding the following sub clause:
   "18.8 The purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".
m. Clause 19 – insert the following clause:
   "19.3 Despite Clause 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the Conveyancing (Sale of Land) Regulation 2010 (NSW) is the remedy prescribed by that regulation".
n. Clause 20.6.4 – insert the words "*provided however that such documents served by post will be deemed received by the other party 5 business days after the date the document is sent by post*" at the end of the clause.
o. Clause 20.6.5 – delete the words "or fax".
p. Clause 20.7.2 – insert the words "and in the case of the vendor the actual cost" to the end of this clause.
q. Clause 20.16.2 – insert the following sentence:
   "20.16.2 in writing includes any communication sent by letter or email".

2. STATEMENTS, REPRESENTATIONS AND WARRANTIES

2.1 In entering this contract the purchaser acknowledges that the provisions of this contract constitute the full and complete understanding between the parties and that there is no other undertaking, agreement, warranty or representation whether expressed or implied in any way extending, defining otherwise relating to the provisions of this contract or binding on the parties hereto with respect to any of the matters to which this contract relates.

2.2 Notwithstanding anything else herein contained, the purchaser acknowledges in entering this contract that he does not rely on any statement, representation or warranty made by the vendor, or anyone on behalf of the vendor as to the property, the neighbourhood in which the property is situated, the condition or state of repair of any improvements on the property or any part or parts thereof whether expressed or implied other than such statements, representations and warranties expressly made in this contract. The purchaser shall not make any requisition, objection, claim for compensation or delay completion of this contract on account of any matter referred to in this Additional Clause.

3. CONDITION OF PROPERTY, IMPROVEMENTS and INCLUSIONS

3.1 The property and the inclusions which form part of the sale are sold in an “as is” condition and the purchaser is required to accept all inclusions in their current condition at the date of this contract.

3.2 The purchaser acknowledges that he is purchasing the property together with the improvements, inclusions, furniture and/or exclusions referred to in this contract (if any) as a result of his own inspection and in their present condition and state of repair and subject to all and any defects latent or patent as regards to its design, construction, state of repair, condition or otherwise and subject to any infestation and dilapidation.

3.3 The vendor has not nor has anyone on the vendor’s behalf made any warranty or representation about the state of repair or condition in respect of the property, improvements, inclusions and/or furniture (if any) and the purchaser accepts them in their state of repair and condition as at the date of this contract.

3.4 The vendor is not responsible for the damage to, mechanical breakdown in, or fair wear and tear to, the property, improvements, inclusions and/or furniture which occurs after the date of this contract.

3.5 The purchaser shall not require the vendor to carry out any modifications, repairs, or renovations whatsoever in relation to the property hereby sold and/or the improvements erected thereon, and/or inclusions and/or furniture herein or to pay for or towards same or to rebate the purchase price.

3.6 The vendor is not required to professionally clean the property prior to completion.

3.7 The purchaser cannot make any objection, requisition or claim for compensation or rescind or terminate or delay completion because of any matters referred to or noted in this Additional Clause 3.

4. SERVICE OF DOCUMENTS

4.1 The service of any notice or document under or relating to this contract may, in addition to the provisions of clause 20, be effected and shall be sufficient service on a party and that party’s solicitor/conveyancer if the notice or document is sent by email to the email address noted on the contract or on the recipient’s letterhead, and in any such case shall be deemed to be duly sent or

given at the time the sender's machine indicates the email has been sent.

4.2 A notice or document shall be deemed not to be sent or given, if, and only if:

a. The sender's machine indicates a malfunction in transmission; or

b. The sender receives an automated message that the email has not been delivered to the recipient.

4.3 For the avoidance of doubt, a notice or document is deemed to be served in accordance with Clause 4.1 if it has been received and is capable of being read by the recipient, even if it is:

a. Not opened by the recipient;

b. Not read by the recipient;

c. Is received in the recipient's junk folder, or other folder other than the recipient's inbox.

4.4 Notwithstanding Clause 4.1, any notice or document served or delivered to be served after 5pm (Sydney time) on any given day or business day on which business is generally carried on in the place to which such notice is sent, in which case the notice or document is deemed to have been received served at the commencement of business on the next business day in the place.

5. REAL ESTATE AGENT

5.1 The purchaser warrants that he has not been introduced to the property, nor was the sale effectively caused by, any Real Estate Agent other than the vendor's agent named in this contract, (if any). The purchaser hereby indemnifies the vendor against any claim for commission made by any Real Estate Agent (who purports to have introduced the purchaser to the property or purports to have been the effective cause of the sale) other than the vendor's agent, if any, if there has been a breach of this warranty.

5.2 It is agreed that this additional clause shall not merge on completion.

6. TITLE PARTICULARS

6.1 The purchaser shall not require the vendor to furnish to the purchaser a written statement of the vendor's title. A sufficient statement of the vendor's title shall be deemed included in the description of the property herein appearing and such statement shall have been deemed to have been given to the purchaser as at the date hereof.

7. REQUISITIONS ON TITLE

7.1 The purchaser agrees that the only form of *Requisitions on Title* the purchaser may make pursuant to Clause 5 of the contract shall be in the form of the *Requisitions on Title* attached hereto. The vendor does not admit or represent that any particular r*equisition* contained in the form of *requisitions* attached to this Contract is a valid or proper requisition and the purchaser shall not make any objection, claim for compensation, delay completion nor rescind or terminate in relation to this additional clause. Nothing in this clause shall prevent the purchaser from making any additional requisitions on title not dealt with in the *Requisitions on Title* annexed hereto.

7.2 The vendor will not be required to reply if requisitions are served out of time, or not in the attached form. The vendor shall not deem requisitions served if they are not served as required under this additional clause.

8. SURVEY REPORT

8.1 Unless a copy of a survey report is attached to this contract, the vendor does not hold a survey report and is not required to hand over on completion any survey report. The purchaser cannot require the vendor to obtain a survey report and the purchaser will require the vendor's consent (which consent shall not be unreasonably withheld) prior to obtaining a survey (at purchaser's discretion and cost). The purchaser cannot make any objection, claim for compensation, delay completion nor rescind or terminate this contract in connection with any matter the subject of this additional clause.

8.2 In the event that the vendor provides a survey report or the purchaser obtains same at their own discretion and cost, in respect of the subject property:

a. the purchaser shall not be entitled to make any objection requisition or claim in respect of any matter in connection with the survey report or issue that is identified, illustrated or disclosed on the survey report or affecting the subject property or impacting on the value thereof which are disclosed in the said survey report, including (without limiting the generality of the foregoing);

i. any encroachment by or upon the subject property;

ii. any fencing irregularities;

iii. any aspect of breach or non-observance of the Local Government Act, 1993 (as breach or non-observance of the Environmental Planning and Assessment Act, 1979 (as amended).

b. The vendor is not required to provide to the purchaser an original of any survey report and the purchaser cannot make any objection, requisition or claim in respect of any matter the subject of this additional clause.

9. BUILDING CERTIFICATE

9.1 The vendor does not hold a building certificate and is not required to hand over on completion any building certificate. The purchaser cannot require the vendor to obtain a building certificate and the purchaser will require the vendor's consent (such consent shall not be unreasonably withheld) prior to obtaining same (at purchaser's cost). The purchaser cannot make any objection requisition claim for compensation rescind, delay completion or terminate this contract in connection with any matter the subject of this additional clause or any matters arising from this clause or from obtaining a building certificate.

10. FENCES

10.1 The purchaser will take the property as it stands and no requisition, objection, rescission, termination or claim will be made because:

a. the fences are not actually (if applicable) on the correct boundary lines;

b. the fences are the subject of any agreement or order of any Land Board or Court or other

competent authority relating to give and take fences; and

of any matter concerning the ownership of the boundary fences.

11. WORK AND OUTSTANDING ORDERS

11.1 Notwithstanding any other provisions in this contract, if the purchaser applies for a building certificate and the relevant authority:

a. issues a work order on or after the date of this contract; or

b. informs the purchaser of any works to be done before it will issue a building certificate,

THEN the vendor does not have to comply with such order nor carry out any works AND any reasons for the relevant authority to refuse to issue a building certificate will not constitute a defect in title. The purchaser agrees that they will not make any objections, requisitions or claim for compensation or seek to rescind or terminate this contract or to delay completion because of any matter relating thereto whatsoever.

11.2 The purchaser shall make no objection, requisition or claim for compensation or rescind this contract or delay completion in respect of the fact that there may be any outstanding orders from any governmental, semi-governmental, or local governmental bodies requiring the carrying out of any work to any building presently erected on the subject land.

12. SETTLEMENT VENUE

12.1 Settlement of this matter shall take place wherever the vendor's mortgagee directs. If the property is not mortgaged, then settlement shall be affected at the office of Excel Conveyancing Service. However, should the purchaser not be in a position to settle at the office of Excel Conveyancing Service, then settlement may be effected in the Sydney CBD at a place nominated by the purchaser, provided the vendor's Sydney settlement agent's fee is paid by the purchaser. If PEXA settlement this additional clause is not applicable.

13. CANCELLATION OF SETTLEMENT

13.1 The parties agree if the settlement date and time is accepted within PEXA, the matter is considered booked unless the date and time are changed due to no fault of the purchaser.

13.2 In the event that the purchaser cancels settlement on the day fixed for completion, irrespective of whether the day fixed for completion is the completion date or any other date, or settlement is cancelled by the vendor due to an error or breach by the purchaser, or settlement does not take place at the scheduled date, due to default of the purchaser or the purchaser's mortgagee and through no fault of the vendor, in addition to any other monies payable by the purchaser on completion of this contract, the purchaser must pay an additional $220.00 (incl. GST) for each cancellation, by way of agreed liquidated damages to be adjusted on completion.

14. SETTLEMENT AGENCY FEES

14.1 In the event settlement does not take place at the scheduled time, due to default of the purchaser or the mortgagee and through no fault of the vendor, in addition to any other monies payable by the purchaser on completion of this contract, the purchaser must pay an additional $220.00 (incl. GST) on settlement, to cover the vendor's/discharging mortgagee's settlement agent's fees and other expenses incurred as a consequence of the delay. If PEXA settlement this additional clause is not applicable.

15. RELEASE OF DEPOSIT

15.1 Notwithstanding anything else herein contained, if the vendor (or anyone of the vendors) requires the deposit or any part of it, the purchaser hereby expressly gives to the vendor permission and authority to use the deposit and agrees to release to the vendor or as the vendor may direct, the deposit or so much of the deposit as it required by the vendor as mentioned herein. The vendor may use the deposit paid in accordance with this Contract for the purpose of paying a deposit for the purchase of another property in NSW or interstate or the payment of stamp duty on such purchase or payment of land tax payable by the vendor or the balance of purchase moneys on purchase of real estate or home, providing that such deposit is held within a trust account of a Real Estate Agent, Solicitor or Certified Practising Conveyancer or paid to the Revenue NSW and providing such deposit shall not be further released without the purchaser's express consent.

15.2 In the event that the vendor requires release or partial release of the deposit for use on a simultaneous settlement, the purchaser agrees to provide an authority to the deposit-holder to facilitate such release onto the electronic platform. The execution of this contract shall be sufficient, full and irrevocable authority to the deposit holder/stakeholder named herein to release such deposit but if required by the vendor, the purchaser shall immediately upon request by the vendor forward written authority as required to facilitate such release.

16. DEATH, MENTAL ILLNESS, BANKRUPTY

16.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to a party at law or in equity had this clause not been included herein, upon the happening of any one or more of the following events, it is agreed that if:

a. the purchaser (and if more than one person comprises that first party then any one of them) prior to completion dies or loses legal capacity then the vendor may by notice in writing to the purchaser's solicitor/conveyancer named herein rescind this contract whereupon the provisions of clause 19 hereof shall apply and thereupon this contract will be at an end; or

b. the purchaser being an individual or a company prior to completion be declared bankrupt or has a summons or application for its winding up presented or has a liquidator, receiver, receiver and manager or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the purchaser will be in default under this contract in an essential respect and the provisions of Clause 9 apply.

17. LATE SUBMISSION OF TRANSFER

17.1 The purchaser acknowledges and agree that if the transfer is not submitted to the vendor's conveyancer within the time limits specified under the terms of this contract (set out in clause 4.1), the purchaser shall allow an adjustment on completion in favour of the vendor in the sum of $220.00 (incl. GST) being a fair and reasonable estimate to cover the vendor's additional legal costs and other expenses incurred. If PEXA settlement this additional clause is not applicable.

18. NOTICE TO COMPLETE

18.1 Completion of this contract shall take place on or before 4.00 pm within the time provided for in this contract. Should completion not take place within that time, then either party shall be at liberty to serve a Notice to Complete in writing calling for the other party to complete the matter making the time for completion essential. Such notice shall give 14 days' notice after the day immediately

following the day on which that notice is received by the recipient of the notice. The parties acknowledge that 14 days shall be and be deemed to be for all purposes at law and in equity reasonable and sufficient period within which to require completion and to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at any time.

18.2 In the event that the vendor issues a Notice to Complete, the purchaser shall pay to the vendor on completion, in addition to the balance of purchase monies and any other monies payable to the vendor, the sum of $440.00 (incl. GST) to cover legal costs and other expenses incurred as a consequence of the vendor issuing a Notice to Complete and as a genuine pre-estimate of those additional expenses.

19. LATE COMPLETION

19.1 If the purchaser shall not complete this purchase by the completion date specified in this contract, other than as a result of any default by the vendor, the purchaser shall pay the vendor on completion:

a. in addition to the balance of the purchase money, an amount calculated as ten per cent (10%) interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which the sale shall be completed. It is agreed that this amount is a pre-estimate of the vendor's loss of interest for the purchase money and liability for outgoings; and

b. the sum of $330.00 (incl. GST) to cover the vendor's additional legal costs and other expenses incurred by the vendor as a consequence of the delay.

19.2 It is acknowledged by the parties that this is an essential term of the contract and the vendor shall not be obliged to complete this contract unless the amount payable under this additional clause is tendered.

20. CLAIMS

20.1 Notwithstanding the provisions of clause 7 of this agreement the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of Clause 8 of this Contract.

21. FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975

21.1 The purchaser warrants that the approval of the Foreign Investment Review Board ("FIRB") is not required for this purchase and indemnifies the vendor against any penalties, costs or damages whatsoever suffered as a breach of this warranty. This additional clause will not merge on completion.

21.2 If the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the Foreign Acquisitions and Takeovers Act 1975 or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the Foreign Acquisitions and Takeovers Regulations to enter into this agreement the purchaser hereby warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.

21.3 The purchaser further acknowledges that if any one of the warranties under 21.1 or 21.2 above is untrue in any respect the purchaser hereby indemnifies the vendor against any loss which the

vendor suffers as a result of the vendor having relied on those warranties when entering into this agreement including any consequential loss.

22. PAYMENT OF DEPOSIT– CONTRACTS EXCHANGED SUBJECT TO A COOLING OFF PERIOD

22.1 If this contract has been exchanged subject to a cooling off period pursuant to the Conveyancing Act, 1919 (as amended), then:

a. Notwithstanding the provisions of Clause 2, the deposit shall be paid as follows:

i. 0.25% of the price shall be paid to the deposit holder on the date of this contract; and

ii. the balance of the 10% deposit shall be paid to the deposit holder on or before the expiration of the cooling off period and in this respect time shall be of the essence.

22.2 In the event this contract being terminated in circumstances where the deposit is forfeited to the vendor, the vendor shall be entitled to recover from the purchaser any outstanding deposit payable pursuant to Additional Clause herein.

23. EXTENTION OF TIME TO PAY BALANCE OF DEPOSIT WHERE COOLING OFF PERIOD IS EXTENDED

23.1 If the purchaser has the benefit of a cooling off period, and this contract has provision whereby only part of the deposit is payable on the date of this contract and the balance of the deposit is payable on or before the end of the (5th) business day after the date of this contract, then where the vendor agrees in writing to extend the purchaser's cooling off period then the time for payment of the balance of the deposit shall be similarly extended. In this clause "cooling off" means the period referred to in Sec66S of the Conveyancing Act, 1919.

24. EXTENSION TO COOLING OFF PERIOD

24.1 The purchaser agrees and acknowledges that in the event that an extension of the cooling off period beyond that agreed as at the date of this contract is required by the purchaser, then they shall pay the sum of $110.00 (incl. GST) to the vendor's conveyancers being additional conveyancing fees that the vendor shall incur on account of arranging the extension. This sum shall fall due and payable at settlement or in the event that contract does not proceed, upon rescission whereby the purchaser shall pay the amount due at the same time of rescission. This sum shall fall due and payable regardless of:

a. whether or not the extension of the cooling off period is granted;

b. whether or not the purchaser elects or does not elect to exercise their rights to cool off from the contract in due course.

24.2 Completion or rescission is conditional upon this payment being made as aforesaid.

25. NO DEPRECIATION REPORT

25.1 The vendor is not required to obtain or provide to the purchaser any depreciation report or depreciation schedule or any statement concerning the depreciation of the property or any improvements or inclusions. The purchaser cannot take any action nor make any objection,

requisition, claim for compensation or delay completion, rescind or terminate this contract in connection with the subject matter of this additional clause.

26. CAPACITY AND/OR TRUSTEE

26.1 The purchaser promises and agrees that the purchaser has the legal capacity to enter into this contract. If the purchaser is a trustee of any trust or settlement (whether or not that trust or settlement is disclosed in this contract), the purchaser enters into this contract in its personal capacity and in its capacity as trustee of its trust or settlement.

27. CREDIT/CODE FINANCE

27.1 The purchaser warrants to the vendor either:

a. the purchaser does not require credit/finance in order to complete this contract; or

b. if the purchaser requires credit/finance in order to complete this contract, the purchaser has obtained such credit/finance and holds a current loan approval on reasonable terms and in a sufficient amount prior to the date of this contract to enable completion of this contract.

27.2 The purchaser acknowledges that the vendor relies upon the warranty in the preceding paragraph in entering into this contract and further acknowledges that the purchaser shall not have any right to terminate this contract by virtue of any non-availability of credit/finance as at the completion/settlement date.

28. CLEARANCE CERTIFICATE

28.1 This clause applies if there is a clearance certificate annexed to the contract or the vendor serves on the purchaser clearance certificate/s prior to settlement. The purchaser acknowledges that if a clearance certificate within the meaning of s14-220 of Schedule 1 to the Taxation Administration Act 1953 (Cth) (TA Act) is attached to the contract or served on the purchaser on behalf of the vendor prior to settlement then the purchaser is not required to withhold any part of the purchase price pursuant to s14-D of Schedule 1 to the TA Act.

28.2 If the Clearance Certificate issues in the Vendor's married or maiden name and the name differs from the name shown on the title search then the Purchaser will accept a copy of the marriage certificate or change of name certificate as evidence that the vendor is one and the same person as that person shown on the Clearance Certificate.

29. AUTHORITY TO CONVEYANCER/SOLICITOR

29.1 The parties by this contract authorises their conveyancer/solicitor to amend or cause to be amended the terms of this contract (including the addition of annexures) after the contract has been signed by any party, but only prior to an exchange of contracts or within a cooling off period, without further authority and/or resigning being required and any such amendments and/or additions shall be binding upon the party deemed hereby to have authorised the same and any annexure/s so added shall form part of this contract as if same had been annexed at the time of execution.

29.2 This additional clause takes priority over the clauses in the standard printed Contract to the extent of any inconsistency.

29.3 The provisions of this additional clause are essential.

30. DISCLOSURE MATERIAL

30.1 The purchaser acknowledges that this contract comprising the printed clauses, the additional clauses and all annexures attached hereto set out the terms, conditions and warranties and arrangements between the parties except for those deemed to be part of this contract pursuant to any statute or act of parliament (if any). The purchaser agrees that any warranty or representation by the vendor or any of its representatives that is not expressly contained in this contract has been withdrawn.

30.2 The vendor does not warrant the accuracy or completeness of any of the documents attached to this contract.

30.3 The purchaser:

a. shall accept the documents attached to this contract and agrees that it has inspected or has had adequate opportunity to inspect the vendor's disclosure documents, being (but not limited) all documents, searches, certificates and/or other material (copies or originals) attached to this contract; and

b. cannot delay completion, nor make any objection, requisition, claim for compensation or exercise any rights to rescind or terminate this contract because they are not original documents.

30.4 For the purposes of Clause 10 of the contract, the substance of all material contained in any document (or copy of any document) attached to this contract is disclosed in this contract whether or not included in the list of documents on page 2.

30.5 If before this contract is exchanged by the parties and/or during the cooling off period (if any), a document or copy of a document, at the request of the vendor or the vendor's conveyancer, was attached to this contract by or on behalf of the purchaser or the purchaser's solicitor/conveyancer, the person attaching that document or copy did so as the agent of the vendor.

31. DISCHARGE OF MORTGAGE AND REMOVAL OF CHARGE

31.1 The vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoing until the time of completion of this agreement. The vendor shall not be deemed to be unable, not ready or unwilling to complete this agreement by reason of existence of any charge on the property for any rate, tax or outgoing and shall be entitled to serve a notice to complete on the purchaser notwithstanding that, at the time such notice is issued or at any time thereafter, there is a charge on the property for any rate, tax or outgoing.

31.2 The purchaser shall not be entitled to require the vendor prior to completion to register a discharge of any mortgage or withdrawal of caveat against the title to the property but the vendor shall on completion hand or cause to hand to the purchaser a properly executed discharge of any such mortgage or withdrawal of any such caveat in registrable form and shall pay or allow to the purchaser the appropriate registration fees in respect thereof (noting that electronic form of such documents and electronic payment is acceptable).

32. LAND TAX

32.1 In the event that a Section 47 certificate for the current tax year for the subject property is annexed

to this contract, the purchaser acknowledges that the certificate has been served for the purposes of compliance with Schedule 2 of the Conveyancing (Sale of Land) Regulation 2010 and is deemed to have been served on the date of the contract.

33. PEXA

33.1 The parties agree that should this contract is completed as an electronic transaction, the purchaser shall provide the vendor any required document at least one (1) day prior to the schedule completion date to be held in escrow pending completion occurring or prepare a notification on the electronic platform at least one (1) day prior to the schedule completion date for the notification/document to be sent to the vendor's conveyancer by PEXA notification immediately after completion.

34. ERROR IN ADJUSTMENT OF OUTGOINGS

34.1 Each party to this contract agrees that if on completion any apportionment of outgoings required to be made under this Contract is overlooked or incorrectly calculated, any party upon being so requested, in writing, by the other party shall forthwith make the correct calculation and pay any such amount to the other party no later than ten (10) business days from the date of being notified of the correct adjustment amount. This additional clause shall not merge on completion.

35. CAVEAT

35.1 Whilst the vendor is not in default of their obligations under this contract, the purchaser shall not lodge a caveat on the title to the subject property prior to completion.

36. EARLY ACCESS/EARLY POSSESION REQUEST

36.1 If a purchaser makes a request of the vendor for early access or early possession of the property prior to completion the purchaser shall be required to pay to the vendor on completion the sum of $110.00 (gst incl) for the additional conveyancing costs incurred by the vendor in relation to such request. The payment of such costs is required regardless as to the whether or not agreement is reached between the parties in relation to the purchaser obtaining early access or early possession to the property.

36.2 In the event that early possession to the property is granted to the purchaser by the vendor, notwithstanding the provisions of Clause 18 of the printed form of this contract with respect to Possession before completion, the purchaser who seeks to have possession of the property prior to completion of the contract must pay to the vendor, by way of settlement adjustment, the sum of $440.00 to cover legal costs for the preparation of a Licence Agreement. This is the only basis upon which possession prior to completion will be granted.

37. SEWERAGE SERVICE LOCATION PRINT AND SEWERAGE SERVICE DIAGRAM

37.1 The sewerage service location print and the sewerage service diagram ("the diagrams") annexed to this contract are the only documents available from the relevant water authority in the ordinary course of administration.

37.2 The purchaser acknowledges and agrees that the vendor is not required to provide any further information or documentation in relation to the said diagrams and the purchaser acknowledges having inspected them and agrees that shall not raise any requisition, objection, claim for compensation, delay completion, rescind or terminate this agreement in respect of or arising from the aforesaid diagrams.

38. REDUCED DEPOSIT

38.1 The parties agree that the deposit payable by the purchaser under this contract is an amount equal to ten per cent (10%) of the purchase price ("the deposit").

38.2 If the vendor has agreed prior to making of this contract that they will accept payment of an amount for the deposit which is less than 10% of the purchase price, then it is agreed that such lesser amount is regarded as a part-payment of the deposit and is conditional upon the balance of the deposit being paid on the completion date or on the date the vendor otherwise becomes entitled to keep or recover the deposit regardless whether this sale proceeds to completion.

38.3 If circumstances arise which entitle the vendor to keep the deposit then:

a. the purchaser must immediately pay to the vendor any unpaid balance of the deposit; and

b. the vendor will be entitled to recover from the purchaser any unpaid balance of the deposit as a debt and the purchaser is not entitled to make any claims against the vendor for any unpaid balance of the deposit.

39. COMPLETION DATE

39.1 The completion date is to be nine (9) weeks from the date of exchange of contracts. The vendor can elect to require the purchaser to complete this contract prior to the completion date (earlier date) provided that the vendor:-

a. must give the purchaser or his/her solicitor/conveyancer at least two (2) weeks notice in writing:

b. must not require the purchaser to effect completion any earlier than six (6) weeks from the date of the contract; and

c. cannot require the purchaser to complete this contract any later than the completion date.

39.2 In the event that the vendor requires the purchaser to complete this contract earlier than the completion date, then the earlier date becomes the completion date for the purposes of this contract.

40. PRE-PURCHASE REPORT

40.1 If the Vendor has commissioned a pre-purchase report including, but not limited to, a pest and building report, and/or a strata report ("Report") then where the Purchaser has obtained or viewed copies of any Report the Vendor does not warrant the contents of any Report and the Purchaser is relying on its own enquiries in regard to any Report and anything disclosed in any Report;

41. REMOVAL OF ITEMS

41.1 If the Vendor removes an item that is not an inclusion such as a TV bracket or shelf the Vendor will not be required to paint, patch, repair or make good the area where the item has been removed.

42. KEYS, REMOTES etc

42.1 After completion the vendor will provide to the agent/purchaser with any keys, remotes and/or access card/fob in their possession to allow access to the property. The vendor will not replace

keys, locks or remotes. The purchaser is aware that the vendor may not hold keys to every door lock or window at the property and will make no objection, requisition, or claim for compensation regarding the availability or otherwise of any other keys or remotes for the property.

43. ELECTRONIC SIGNATURES

43.1 The parties to this Contract acknowledge and agree that:

a. This Contract may be signed in any number of counterparts and/or via electronic signature with the same effect as if the signatures to each counterpart were on the same instrument and in the case of electronic signature, as if they were signed by hand;

b. Execution by either (or both) parties to this Contract of an email or electronically signed copy of this Contract and transmission by email of a copy of the Contract executed by that party shall constitute a valid and binding execution of this Contract by such party or parties; and

c. They intend to be bound by the terms of the documents which their electronic signature(s) have been placed.

44. ELECTRONIC EXCHANGE

44.1 A party may execute and exchange this Contract by electronic means (including by electronic signature or email of a signed document in PD or scanned format);

44.2 The parties agree and intend that such signature by electronic means shall bind the party signing with the same effect as though the signature were an original signature;

44.3 This Contract may be executed as set out above in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same document; and

44.4 For the purpose of the Electronic Transactions Act 2000 (NSW) each of the parties consent to receiving and sending the Contract electronically and agree that they will be bound by, have complied with and will comply with the Electronic Transactions Act 2000 (NSW).

45. COMPANY GUARANTEE BY CORPORATE PURCHASER

45.1 If the purchaser (and, if comprising more than one person, any one or more of them) is a company and in consideration of the vendor entering into this contract with the purchaser, it is an essential provision of this contract that the directors of the purchaser:

..... of ..... and

..... of .....

(**Guarantor**) jointly and severally guarantee to the vendor the due and punctual performance and observance by the purchaser of its obligations under this contract and indemnify the vendor against all losses, damages, liabilities, costs and expenses accruing to the vendor resulting or arising from any failure by the purchaser to perform or observe any of the obligations on its part to be performed or observed. This Guarantee and Indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the vendor or by any other matter. Any rescission or termination will not waive the obligations arising under this clause. This Guarantee and Indemnity is a principal obligation between the guarantor and the vendor.

.....	.....
Name of Witness	Name of Guarantor
.....	.....
Signature of Witness	Signature of Witness

AUCTION – Further Additional Clauses for Contract of sale of land by auction

(a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.

(b) A vendor bid must not be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of vendor bids that may be made.

(c) The highest bidder is the purchaser, subject to any reserve price.

(d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

(e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.

(f) A bidder is taken to be bidding on their own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

(g) A bid cannot be made or accepted after the fall of the hammer.

(h) As soon as practicable after the fall of the hammer, the purchaser must sign the agreement for sale.

In addition to the conditions above, the following conditions apply to the sale by auction of residential property or rural land:

(i) All bidders must be registered in the bidders record and display the identifying number allocated to the person when making a bid. The bidders record means the bidders record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2022 and section 68 of the Property and Stock Agents Act 2002.

(j) Subject to clause (l) below, the auctioneer may make only one vendor bid at an auction of residential property or rural land, and no other vendor bid may be made by the auctioneer or another person.

(k) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce 'vendor bid'.

In addition to the conditions set out above, the following conditions apply to the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

(l) More than one vendor bid may be made to purchase the interest of a co-owner.

(m) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

(n) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.

(o) Before the commencement of the auction, the auctioneer must announce the bidder registration number of all co-owners, executors or administrators, or a person registered to bid on behalf of a co-owner, executor or administrator.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 20/233634

SEARCH DATE	TIME	EDITION NO	DATE
13/5/2026	4:06 PM	7	3/9/2024

LAND

LOT 20 IN DEPOSITED PLAN 233634
AT GYMEA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP233634

FIRST SCHEDULE

MATTHEW JAMES BARKER
SAMANTHA KATE BARKER
AS JOINT TENANTS (T AQ332930)

SECOND SCHEDULE (5 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP233634 EASEMENT TO DRAIN WATER AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
3 G304317 LAND EXCLUDES MINERALS
4 K778774 COVENANT
5 AU385700 MORTGAGE TO NORFINA LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

064794... PRINTED ON 13/5/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

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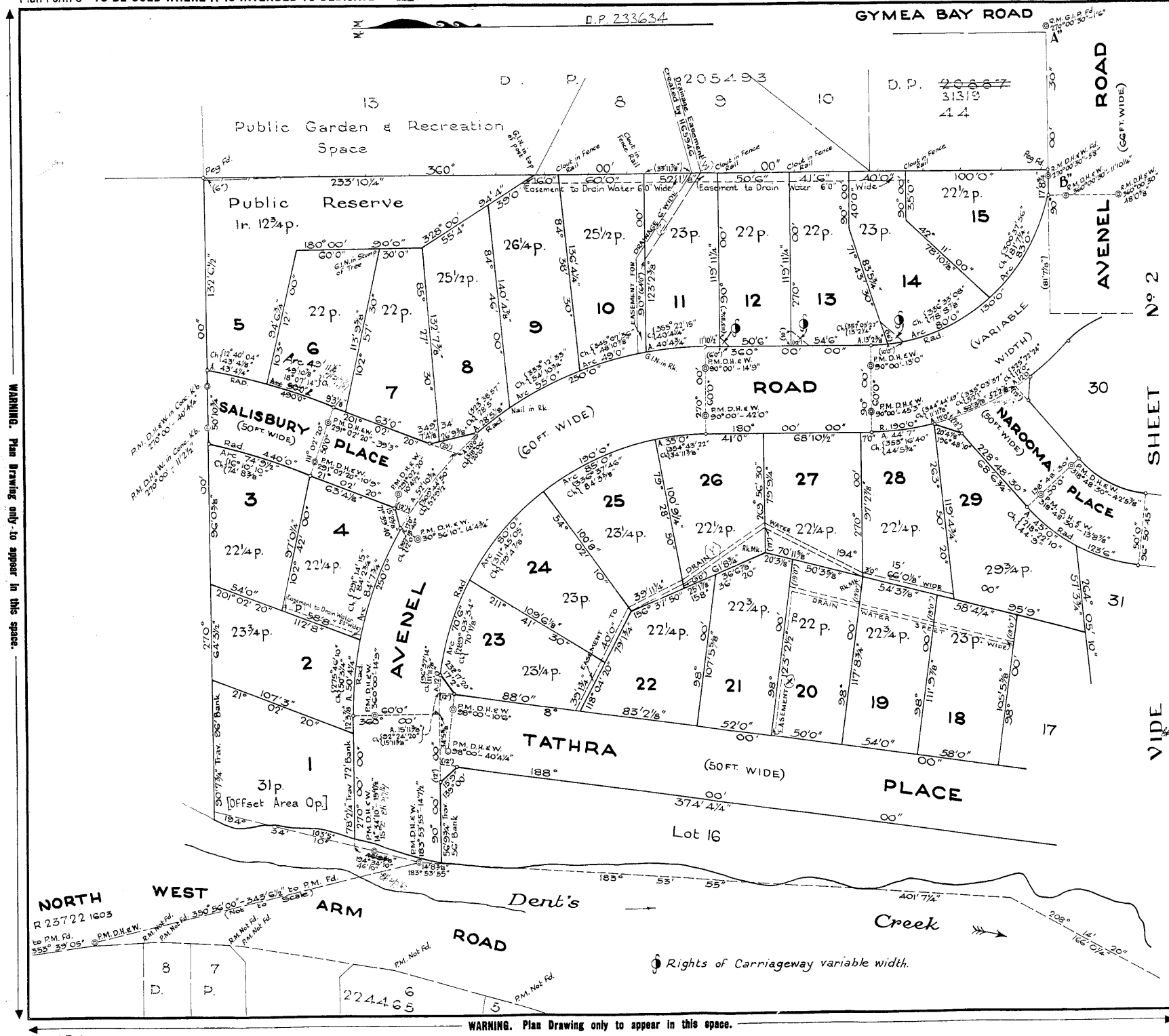
Received: 13/05/2026 16:06:27

Plan Form 3—TO BE USED WHERE IT IS INTENDED TO DEDICATE PUBLIC ROADS OR PUBLIC RESERVES OR CREATE DRAINAGE RESERVES, EASEMENTS, OR RESTRICTIONS AS TO USER.



D.P. 233634 (E)
Creating Easements

Registered: 27-7-1967

C.A. No. 83/67 of 14-6-1967

Title System: Torrens

Purpose: Subdivision

Ref. Map: Sutherland Sht. 18

Last Plan D.P. 8111 & D.P. 217541

PLAN OF SUBDIVISION OF LOT 60 IN D.P. 8111, LOT 27 IN D.P. 217541 AND THE LAND IN C.T. VOL. 8390 FOL. 147. Being Reserve For Drain in D.P. 8111

Scale: 50 Feet to an inch

~~Mun.~~/Shire

~~City~~: SUTHERLAND

Locality: GYMEA

Parish: SUTHERLAND

County: CUMBERLAND

I, EDWARD HALL
F.P. WALLIS & MOORE
of 147 MACQUARIE ST SYDNEY

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made *~~(1) by me~~ (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on †31st April 1967

Signature: Edward Hall

Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line of Azimuth: "A-B"

Statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user.

(Signatures and Seals to appear in panel provided.)

It is intended to dedicate Avenel Road 60FT and variable width, Narooma Place 50FT and variable width, Salisbury Place 50FT wide and Tathra Place 50FT & variable width ~~and 22FT & variable width~~ as Public Roads.

*It is intended to dedicate Lot 5 as Public Reserve.

Pursuant to Section 88B of the Conveyancing Act 1919-64 it is intended to create:

1. The Easement to drain water 30" wide.
2. The Easements for drainage 60" wide.
3. The Rights of Carriageway of variable width.
4. ~~Easement for Water Supply 10'0" Wide~~

4. The Easements to drain water 6'0" Wide

*5. Easement for Water Supply 10'0 Wide

6. The Right of Carriageway 22FT. and Variable width.

and as set out in the accompanying instrument signed by the Council Clerk.

*Instrument Filed as K751106

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

REF. No 6547/A

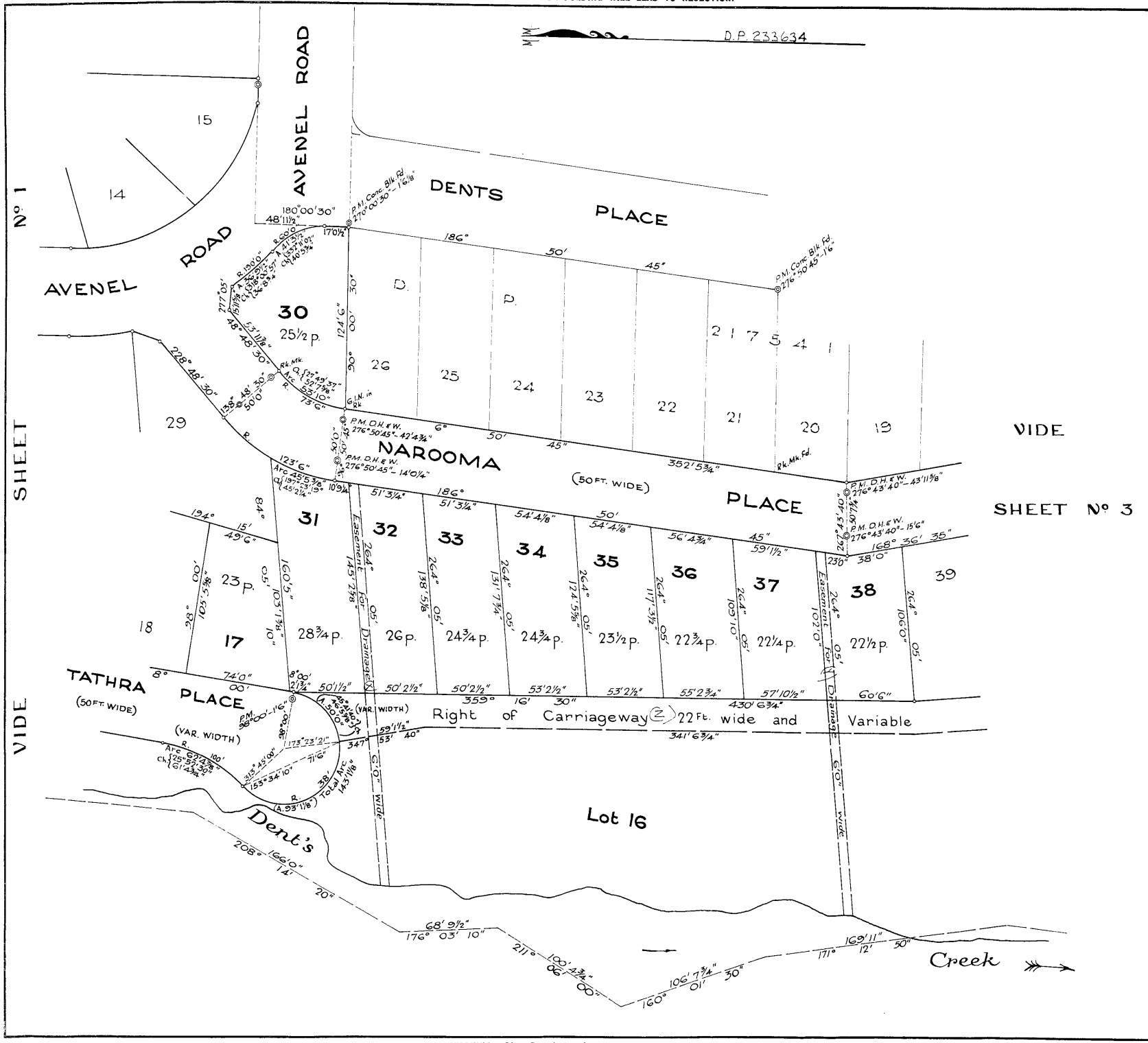
OFFICE USE ONLY.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

WARNING. Plan Drawing only to appear in this space.

Req:R171666 /Doc:DP 0233634 P /Rev:18-Nov-1996 /NSW LRS /Pgs:ALL /Prt:13-May-2026 16:07 /Seq:1 of 6
© Office of the Registrar-General /Src:InfoTrack /Ref:064794

Form No. 4 — To be used in conjunction with Forms 2 or 3. WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



D.P. 233634 E

Registered: 27-7-1967

This is Sheet 2 of my plan in 3

Sheets dated 3rd April 1967

Edward Hall

Surveyor registered under Surveyors Act, 1929, as amended.

This is Sheet 2 of the plan of 3

Sheets covered by my Certificate No. 83/67 of 14/6/67

Council Clerk.

Scale: 50 Feet to an inch

WARNING. Plan Drawing only to appear in this space.

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REF. No G547/A

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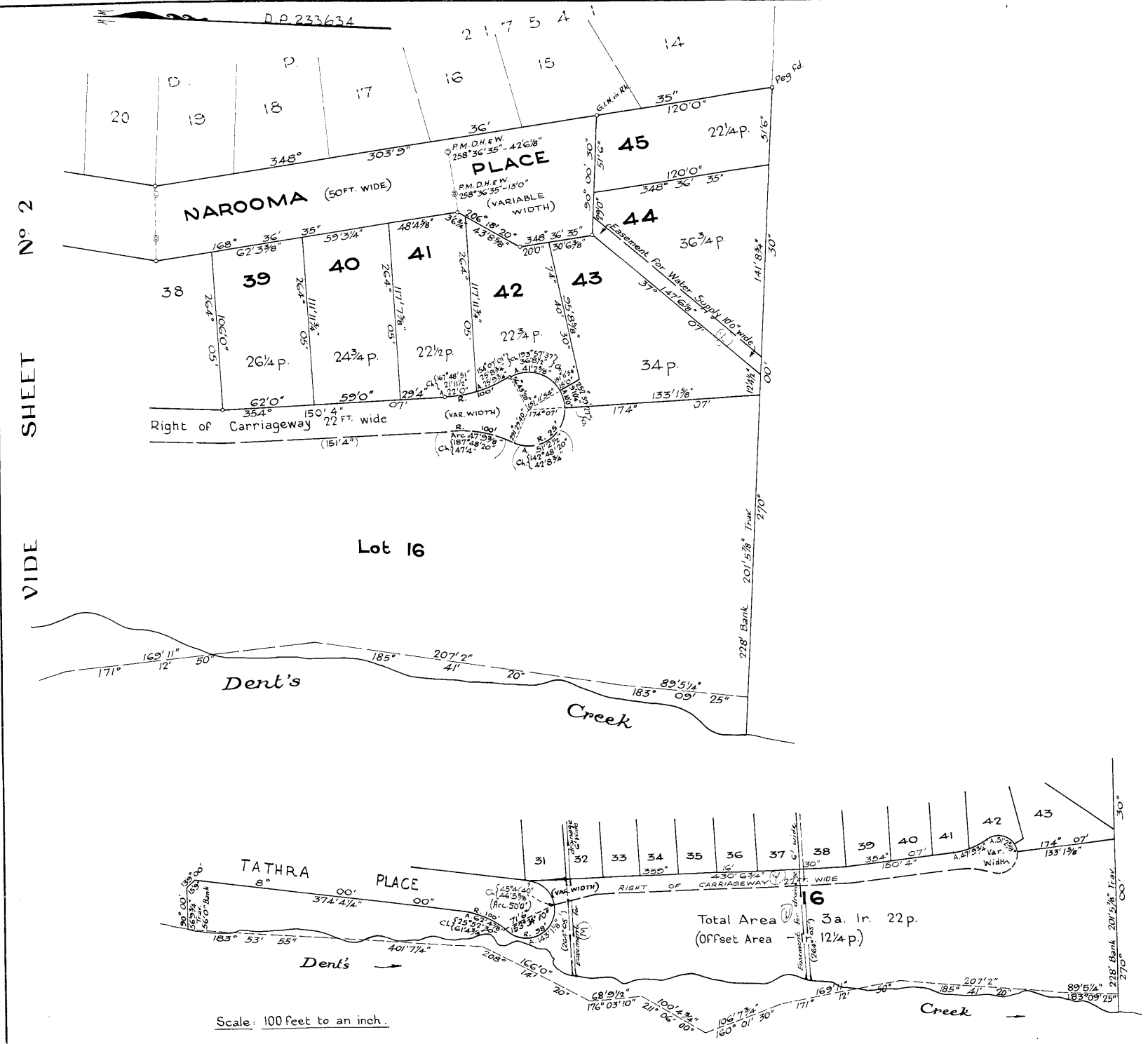
Form No. 4 — To be used in conjunction with Forms 2 or 3.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



D.P. 233634 (E)

Registered: 27-7-1967

This is Sheet 3 of my plan in 3 Sheets dated 3rd April 1967

Edward Hall

Surveyor registered under Surveyors Act, 1929, as amended.

This is Sheet 3 of the plan of 3 Sheets covered by my Certificate No. 83/67 of 14/6/67

Council Clerk.

Scale: 50 feet to an inch

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REF. Nº 6547/A

Req:R171666 /Doc:DP 0233634 P /Rev:18-Nov-1996 /NSW LRS /Pgs:ALL /Prt:13-May-2026 16:07 /Seq:3 of 6
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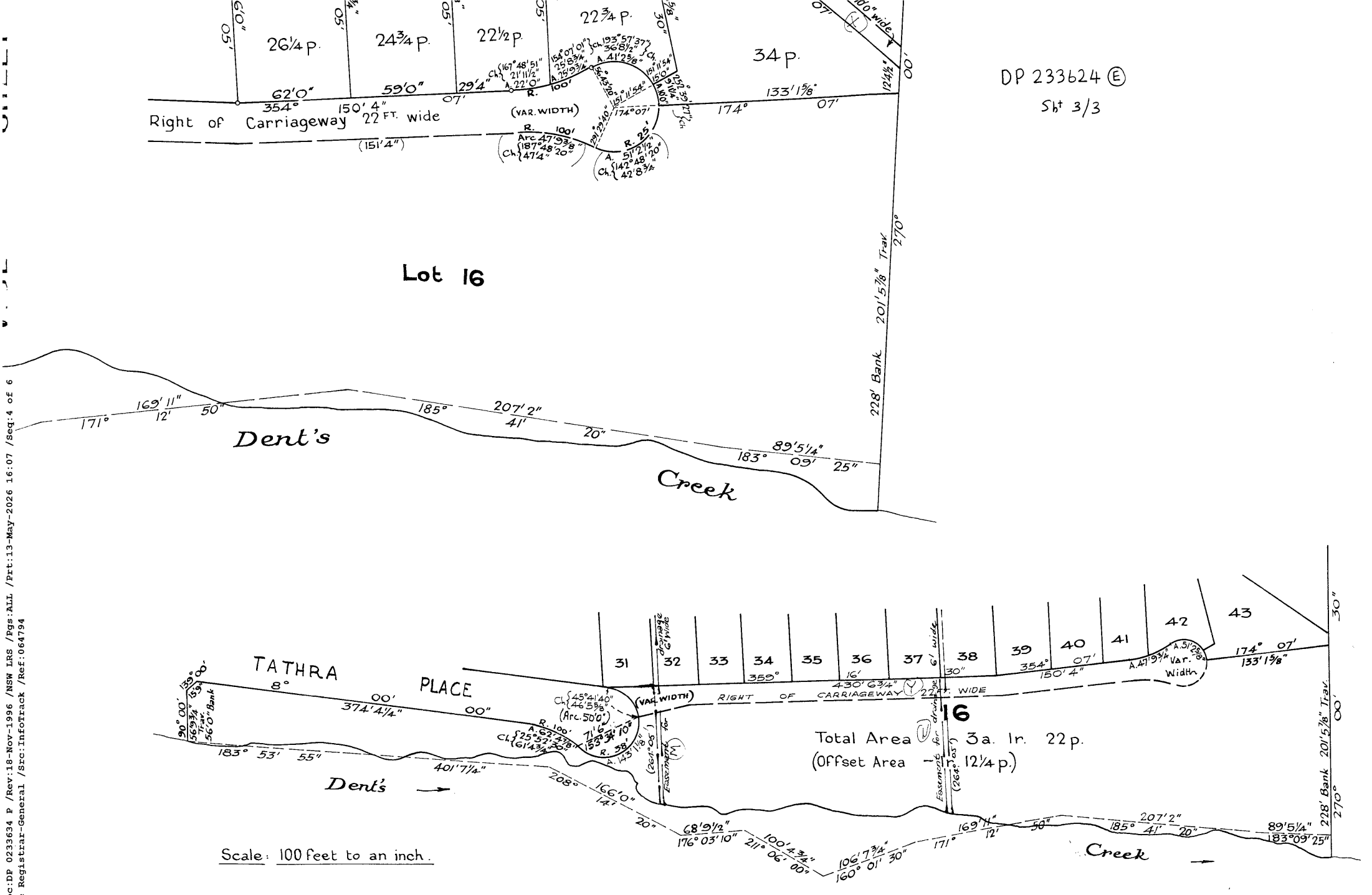

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© Office of the Registrar-General /Src:InfoTrack /Ref:064794

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Scale: 50 Feet to an inch

~~Mun.~~/Shire ~~City~~: SUTHERLAND

Locality: GYMEA

Parish: SUTHERLAND

County: CUMBERLAND

I, EDWARD HALL
of F.P. WALLIS & MOORE
147 MACQUARIE ST SYDNEY

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan

is accurate and has been made *~~(1) by me~~ (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on † 2nd April 1967

Signature: Edward Hall

Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line of Azimuth, "A - B"

Statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user.

(Signatures and Seals to appear in panel provided.)

a It is intended to dedicate Avenel Road 60FT. / variable width, Narooma Place 50FT. and variable width, Salisbury Place 50FT. wide / Tathra Place 50FT. & variable width ~~and 60FT. & variable width~~ as Public Roads.
b It is intended to dedicate Lot 5 as Public Reserve.
c Pursuant to Section 88B of the Conveyancing Act 1919-64 it is intended to create:
1. The Easement to drain water 3'0" wide.
2. The Easements for drainage 6'0" wide.
3. The Rights of Carriageway of variable width.
4. ~~Easement for Water Supply 100' Wide~~
5. The Easements to drain water 6'0" Wide
6. Easement for Water Supply 100 Wide
7. The Right of Carriageway 12FT. and Variable width.

and as set out in the accompanying instrument signed by the Council Clerk.
Instrument Filed as K751106

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

REF. No. 6547/A

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

OFFICE USE ONLY.

SIGNATURES AND SEALS ONLY.

The Common Seal of the Council of the Shire of Sutherland was hereunto affixed in pursuance of a resolution of the Council passed at its meeting held on 10th April, 1967.

PRESIDENT.

SHIRE CLERK.

I hereby certify that—

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

*(b) the requirements of section 34b of the Metropolitan Water, Sewerage and Drainage Act, 1924, as amended,

have been complied with by the applicant in relation to the proposed SUBDIVISION (insert "new road" or "subdivision") set out herein.

Subdivision No. 83/67

(Signature)

Date 14/6/67 Council Clerk.

*NOTE.—This part of certificate to be deleted where the application is ONLY for the opening of a new road or where the land to be subdivided is wholly outside the area of operations of the Metropolitan Water, Sewerage and Drainage Board.

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 233634 SH 1/3

FEET	INCHES	METRES
-	6	0.152
1	6	0.457
3	-	0.914
5	8	1.727
6	-	1.829
7	-	2.134
7	4 1/8	2.236
8	-	2.438
9	3 1/8	2.823
10	-	3.048
10	4 1/2	3.162
10	6	3.200
10	9	3.277
11	2 1/2	3.416
11	10 1/4	3.613
11	10 1/2	3.620
11	11 7/8	3.654
12	-	3.658
12	3 7/8	3.756
13	-	3.962
13	2 1/4	4.020
13	2 3/8	4.023
13	8 7/8	4.188
14	4 3/4	4.388
14	7 1/2	4.458
14	8 3/8	4.480
14	8 5/8	4.486
14	9	4.496
15	2	4.623
15	2 5/8	4.639
15	2 7/8	4.645
15	9	4.801
15	11 3/8	4.861
16	-	4.877
17	-	5.182
17	2	5.232
17	8 3/4	5.404
19	-	5.791
20	-	6.096
20	3 1/8	6.175
20	4 1/8	6.201
25	1 7/8	7.668
26	9 3/8	8.163
28	5	8.661
28	5 1/8	8.665
30	-	9.144
33	11 7/8	10.360
34	5 5/8	10.506
34	11 3/8	10.652
35	-	10.668
36	6 7/8	11.147
39	-	11.887
39	1 3/4	11.932
39	3	11.963
39	11 1/4	12.173
40	-	12.192
40	4 1/4	12.300
40	4 3/4	12.313
41	-	12.497
41	6	12.649
42	-	12.802
42	5 7/8	12.951
43	4 1/8	13.211
43	4 1/4	13.214
44	5 3/4	13.557
44	7	13.569
44	9	13.640
45	-	13.716
45	3	13.792
46	10	14.275
46	0 5/8	14.646
46	10 1/8	14.868
46	10 7/8	14.907
49	-	14.935
49	10 7/8	15.211
49	11 1/4	15.221
50	-	15.240

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 233634 SH 1/3 CONTD

FEET	INCHES	METRES
50	3 1/4	15.323
50	3 5/8	15.332
50	4 1/4	15.346
50	6	15.392
50	10 3/4	15.513
52	-	15.850
52	1	15.875
52	1 1/8	15.878
52	2 7/8	15.923
52	9 1/2	16.091
52	10 3/4	16.123
54	-	16.459
54	5 7/8	16.556
54	6	16.612
54	10 3/4	16.732
55	-	16.764
55	4	16.866
56	-	17.069
56	9 3/4	17.316
57	3 3/4	17.469
58	-	17.676
58	4 1/4	17.786
58	6	17.882
60	-	18.286
61	6 3/4	18.815
63	-	19.202
63	4 1/8	19.307
64	-	19.507
64	3 1/2	19.596
66	-	20.117
66	0 1/8	20.120
68	6 3/4	20.898
68	10 1/2	20.993
70	1 1/8	21.365
70	6	21.488
70	11 5/8	21.631
72	-	21.946
74	8 3/8	22.766
74	8 5/8	22.774
74	9 1/2	22.797
76	2 1/4	23.632
76	6 7/8	24.000
76	10 1/8	24.032
79	1 3/4	24.124
79	4 7/8	24.203
79	9 1/4	24.314
80	-	24.384
81	7 1/8	24.870
81	7 1/4	24.873
83	-	25.298
83	2 1/8	25.352
83	5 3/4	25.444
84	2 3/4	25.673
84	3 5/8	25.695
84	7 3/4	25.800
85	-	25.908
86	-	26.622
90	-	27.432
90	7 3/4	27.629
94	4	28.753
94	6 3/4	28.623
94	7 3/4	28.648
95	9	29.185
96	-	29.261
96	0 5/8	29.277
97	0 1/4	29.572
97	2 7/8	29.639
100	-	30.480
100	8	30.683
100	9 1/4	30.715
103	5	31.521
105	5 5/8	32.147
107	3	32.690
107	5 5/8	32.756
109	6 1/8	33.379
111	9 7/8	34.084
112	8	34.341

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 233634 SH 1/3 CONTD

FEET	INCHES	METRES
113	9 5/8	34.687
113	11 1/4	34.728
117	8 3/4	35.684
119	4 3/4	36.392
119	11 1/4	36.557
122	10 1/4	37.446
123	2 3/8	37.551
123	2 1/2	37.554
123	6	37.643
125	2 1/2	38.164
130	-	39.624
132	6 1/2	40.399
132	7 3/8	40.421
132	7 3/8	40.421
136	4 1/4	41.561
140	4 7/8	42.796
166	0 1/4	50.603
190	-	57.912
233	10 1/4	71.279
250	-	76.200
343	6 1/2	104.712
374	4 1/4	114.103
401	7 1/4	122.409
440	-	134.112
490	-	149.352

AC	RD	P	SQ M
-	-	22	556.4
-	-	22 1/4	562.8
-	-	22 1/2	569.1
-	-	22 3/4	575.4
-	-	23	581.7
-	-	23 1/4	588.1
-	-	23 3/4	600.7
-	-	25 1/2	645
-	-	26 1/4	663.9
-	-	29 3/4	752.5
-	-	31	784.1
-	1	12 3/4	1334

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CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 233634 SH 2/3

FEET	INCHES	METRES
1	6	0.457
1	6 1/8	0.460
2	1 3/4	0.654
6	-	1.829
10	9 1/4	3.283
14	0 1/4	4.274
15	6	4.724
15	11 5/8	4.867
17	0 1/2	5.194
22	-	6.706
23	-	7.010
36	8 3/4	11.195
36	9 1/2	11.214
38	-	11.582
40	5 3/4	12.338
41	3 1/2	12.586
42	4 3/4	12.922
43	11 5/8	13.402
45	2 1/4	13.773
45	5 3/8	13.853
46	5 5/8	14.164
48	11 1/2	14.923
49	6	15.088
50	-	15.240
50	1 1/2	15.278
50	2 1/2	15.304
50	7 3/4	15.437
51	3 1/4	15.627
52	7 5/8	16.043
53	2 1/2	16.218
53	10	16.408
53	11 7/8	16.456
54	4 1/8	16.564
55	2 3/4	16.834
56	4 3/4	17.189
57	10 1/2	17.640
59	1 1/2	18.021
60	6	18.440
61	4 3/4	18.713
62	4 7/8	19.021
68	9 1/2	20.968
71	6	21.793
73	6	22.403
74	-	22.555
93	1 1/8	28.375
100	-	30.480
100	4 3/4	30.601
102	-	31.090
103	1 3/8	31.429
105	5 5/8	32.147
106	-	32.309
106	7 3/4	32.506
109	10	33.477
117	3 1/2	35.751
123	6	37.643
124	5 5/8	37.938
124	6	37.948
124	9 1/4	38.030
131	7 3/4	40.126
138	5 1/8	42.193
143	1 1/8	43.615
145	2 5/8	44.263
145	2 7/8	44.269
160	5	48.895
166	-	50.597
169	11	51.791
190	-	57.912
341	6 3/4	104.108
352	5 3/4	107.436
430	6 3/4	131.235

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 233634 SH 2/3 CONTD

AC	RD	P	SQ M
-	-	22 1/4	562.8
-	-	22 1/2	569.1
-	-	22 3/4	575.4
-	-	23	581.7
-	-	23 1/2	594.4
-	-	24 3/4	626
-	-	25 1/2	645
-	-	26	657.6
-	-	28 3/4	727.2

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 233634 SH 3/3

FEET	INCHES	METRES
3	6 3/4	1.086
6	-	1.829
9	11 1/4	3.029
10	-	3.048
12	4 1/2	3.772
13	-	3.962
15	-	4.572
15	9	4.801
20	-	6.096
21	11 1/2	6.693
22	-	6.706
25	-	7.620
25	6 3/4	7.642
25	9 3/4	7.868
29	-	8.839
29	4	8.941
30	6 3/8	9.306
36	8 1/2	11.189
38	-	11.582
41	2 5/8	12.563
41	2 7/8	12.570
41	11 1/2	12.789
42	6 1/8	12.957
42	8 3/4	13.024
43	8 5/8	13.325
46	5 5/8	14.164
47	4	14.427
47	9 3/8	14.564
47	9 3/4	14.573
48	4 3/8	14.742
48	4 5/8	14.748
50	-	15.240
51	2 1/2	15.608
51	2 5/8	15.611
51	2 7/8	15.618
51	6	15.697
56	-	17.069
56	9 3/4	17.316
59	-	17.983
59	3 1/4	18.066
61	4 3/4	18.713
62	-	18.898
62	3 3/8	18.983
62	4 7/8	19.021
68	9 1/2	20.968
71	6	21.793
89	5 1/4	27.261
95	8 5/8	29.175
100	-	30.480
100	4 3/4	30.601
106	-	32.309
106	7 3/4	32.506
111	11 3/4	34.131
117	7 5/8	35.855
117	11 3/4	35.960
120	-	36.576
133	1 5/8	40.580
141	8 3/4	43.199
143	1 1/8	43.615
147	6 1/8	44.961
150	4	45.822
151	4	46.126
166	-	50.597
169	11	51.791
201	5 7/8	61.414
207	2	63.144
226	-	69.494
303	9	92.583
374	4 1/4	114.103
401	7 1/4	122.409
430	6 3/4	131.235

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 233634 SH 3/3 CONTD

AC	RD	P	SQ M
-	-	22 1/4	562.8
-	-	22 1/2	569.1
-	-	22 3/4	575.4
-	-	24 3/4	626
-	-	26 1/4	663.9
-	-	34	860
-	-	36 3/4	929.5
-	1	12 1/4	1322

AC	RD	P	HA
3	1	22	1.371

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED SHEET 1

PART 1

Plan: DP233634

Subdivision of the whole of the land in Certificates of Title Volume 8390 Folio 147 and Volume 9479 Folio 128 and the residue of the land in Certificate of Title Volume 7115 Folio 68 covered by Council Clerk's Certificate No. 83/67 of 1967.

Full name and address of the proprietor of the land: The Council of the Shire of Sutherland, Council Chambers, Sutherland.

1. Identity of easement or restriction firstly referred to in above-mentioned plan: Easement to drain water 3 feet wide.

Schedule of Lots, etc. affected

Lots burdened	Lots, name of road or Authority benefited
4	3
18	17
19	17,18
20	17,18,19
23	24,25,26,27,28 and 29
24	25,26,27,28 and 29
25	26,27,28 and 29
26	27,28 and 29
27	28 and 29
28	29

2. Identity of easement or restriction secondly referred to in above-mentioned plan: Easements for drainage 6 feet wide.

Schedule of Lots, etc. affected

Lots burdened	Lots, name of road or Authority benefited
10	The Council of the Shire of Sutherland
11	The Council of the Shire of Sutherland
16	The Council of the Shire of Sutherland
32	The Council of the Shire of Sutherland
38	The Council of the Shire of Sutherland

THE COMMON SEAL of THE COUNCIL OF THE SHIRE OF SUTHERLAND was hereunto affixed in pursuant of a Resolution of the Council passed at its meeting held on 10th April, 1967

.....
President

.....
Shire Clerk

Approved by Sutherland Shire Council

.....
M. J. HOWARD
Shire Clerk.

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K 751106

No. K751878

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED SHEET 2

PART 1 continued

Plan: DP233634

Subdivision of the whole of the land in Certificates of Title Volume 8390 Folio 147 and Volume 9479 Folio 128 and the residue of the land in Certificate of Title Volume 7115 Folio 68 covered by Council Clerk's Certificate No. 83/67 of 1967.

3. Identity of easement or restriction thirdly referred to in above-mentioned plan: Rights of Carriageway of variable width.

Schedule of Lots, etc. affected

Lots burdened	Lots, name of road or Authority benefited
12	11
13	12
14	13

4. Identity of easement or restriction fourthly referred to in above-mentioned plan: Easement to drain water 6 feet wide.

Schedule of Lots, etc. affected

Lots burdened	Lots, name of road or Authority benefited
9	5
10	5, and 9
11	5,9,10,12,13,14 and 15
12	13,14 and 15
13	14 and 15
14	15

THE COMMON SEAL of THE COUNCIL OF THE SHIRE OF SUTHERLAND was hereunto affixed in pursuant of a Resolution of the Council passed at its meeting held on 10th April, 1967

.....
President

.....
Shire Clerk

Approved by Sutherland Shire Council

.....
M.J. HOWARD
Shire Clerk.

Req:R171668 /Doc:DP 0233634 B /Rev:18-Nov-1996 /NSW LRS /Pgs:ALL /Prt:13-May-2026 16:07 /Seq:3 of 6
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Roll No. 41878

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED SHEET 3

PART 1. continued

Plan: DP233634

Subdivision of the whole of the land in Certificates of Title Volume 8390 Folio 147 and Volume 9479 Folio 128 and the residue of the land in Certificate of Title Volume 7115 Folio 68 covered by Council Clerk's Certificate No. 83/67 of 1967.

5. Identity of easement or restriction fifthly referred to in above-mentioned plan: Easement for water supply 10 feet wide.

Schedule of Lots, etc. affected

Lots burdened	Lots, name of road or Authority benefited
44	The Metropolitan Water Sewerage And Drainage Board

6. Identity of easement or restriction sixthly referred to in above-mentioned plan: Right of Carriageway 22 feet and variable width.

Schedule of Lots, etc. affected

Lots burdened	Lots, name of road or Authority benefited
16	31,32,33,34,35,36,37,38,39,40,41, 42, and 43.

PART 2

2. Terms of Easement For Drainage 6 Feet Wide Secondly Referred To In Abovementioned Plan.

Easement to drain water as set out in Part III of Schedule IVA of the Conveyancing Act, 1919-1964, with the following addition-

AND the registered proprietors hereby covenant with the Council that the registered proprietors will not -

(a) do permit or suffer any act deed matter or thing whereby the said drain shall or shall be likely to become injured or damaged or whereby the Council shall be prevented from or hampered in constructing maintaining mending repairing or cleansing the said drain or any part or parts thereof or

(b) interfere with the free flow and passage of soil or water through the same AND THAT if the registered proprietors shall do permit or suffer anything which shall injure or damage the said drain or any part thereof or shall interfere with the free flow

THE COMMON SEAL of THE COUNCIL OF THE SHIRE OF SUTHERLAND was hereunto affixed in pursuant of a Resolution of the Council passed at its meeting held on 10th April, 1967.

.....
President

.....
Shire Clerk

Approved by Sutherland Shire Council

.....
M. J. HOWARD
Shire Clerk

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Roll No. K1578 4 of 6

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED SHEET 4

PART 2 continued

Plan:

DP233634

Subdivision of the whole of the land in Certificates of Title Volume 8390 Folio 147 and Volume 9479 Folio 128 and the residue of the land in Certificate of Title Volume 7115 Folio 68 covered by Council Clerk's Certificate No. 83/67 of 1967.

2. Terms of Easement for Drainage 6 Feet Wide Secondly Referred To In Abovementioned Plan. (continued)

and passage of soil or water through the same the registered proprietors will forthwith at their own expense properly and substantially repair and make good all such injury or damage and restore the free flow and passage of soil or water through the said drain and do all things necessary or expedient for the purposes aforesaid or any of them AND WILL not erect or permit to be erected any building or other erection of any kind or description over the said strip of land without the Council's permission in writing being first had and obtained.

5. Terms Of Easement For Water Supply 10 Feet Wide Fifthly Referred To In Abovementioned Plan.

Full and free right to use for the construction and maintenance of water supply works the surface and the subsoil or the under-surface of the said land WITH full and free right and liberty for The Metropolitan Water Sewerage And Drainage Board from time to time and at all times hereafter by its officers servants workmen and agents to construct lay down make control examine supervise manage relay renew cleanse repair maintain operate and use in and through the same at such depths or levels below the surface thereof as The Metropolitan Water Sewerage And Drainage Board shall think fit such pipe lines mains distributory reticulating and other works with fittings and appurtenances thereto (all of which are included in the term "works" wherever hereinafter appearing) as in its opinion may be required and to use such works for water supply purposes and to take up any such works and substitute in lieu thereof any new works AND with the right of support at all times of all such works as shall for the time being be in or upon the said land AND for any of the purposes aforesaid to enter go return pass and repass upon along and over the said land and make and sink excavations shafts and cuttings in and through the said land and bring and place thereon and remove therefrom any such materials implements tools articles and things as The Metropolitan Water Sewerage And Drainage Board shall think fit AND generally to exercise and perform in and upon the said land any of the rights powers and authorities conferred on or vested in the transferee under and by virtue of the Metropolitan Water Sewerage And Drainage Act, 1924 or any amendment thereof without liability to pay compensation to any person for any damage sustained by him through the exercise of any of the rights powers and authorities hereby or by virtue of the said Act conferred on or vested in or

THE COMMON SEAL of THE COUNCIL OF THE SHIRE OF SUTHERLAND was hereunto affixed in pursuant of a Resolution of the Council passed at its meeting held on 10th April, 1967.

.....
President.

.....
Shire Clerk

Approved by Sutherland Shire Council

.....
M. J. HOWARD
Shire Clerk

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K 751106

5 of 6

Roll No. 10378

SHEET 5 OF 6 SHEETS

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED SHEET 5

PART 2 continued

Plan:

DP233634

Subdivision of the whole of the land in Certificate of Title Volume 8390 Folio 147 and Volume 9479 Folio 128 and the residue of the land in Certificate of Title Volume 7115 Folio 68 covered by Council Clerk's Certificate No. 83/67 of 1967.

5. Terms Of Easement For Water Supply 10 Feet Wide Fifthly Referred To In Abovementioned Plan. (continued)

granted to The Metropolitan Water Sewerage And Drainage Board AND in relation to such easement and rights as are hereinbefore created in favour of the Metropolitan Water Sewerage And Drainage Board the registered proprietor DOES HEREBY COVENANT with The Metropolitan Water Sewerage And Drainage Board (1) that the registered proprietor will not place upon the saidland nor allow to be placed or remain thereon any timber or any article of plant or any stores filling rubbish or other material whatsoever and (2) that the registered proprietor will not erect construct or place upon the said land nor allow to be erected constructed or placed thereon any building or other structure whatever and that the registered proprietor will at all times bear all risk of and responsibility in connection with damage to any building or other structure for the time being in existence upon the said land AND the registered proprietor DOES HEREBY FURTHER COVENANT with The Metropolitan Water Sewerage And Drainage Board that the registered proprietor will not without the prior consent and approval in writing of The Metropolitan Water Sewerage And Drainage Board first had and obtained nor otherwise than in strict compliance with such conditions as The Metropolitan Water Sewerage And Drainage Board may impose (a) make or allow to be made any alteration to the existing surface levels of the said land by any means whatsoever and (b) lay down construct or place upon the said land any pavement of concrete or having any form of bituminous surface with a base course of ballast metal or rock fill or like material and (c) park or place upon the said land nor allow to be parked or remain thereon any vehicle whatsoever other than vehicles parked or placed thereon temporarily so that they may be removed when necessary without undue delay AND The Metropolitan Water Sewerage And Drainage Board DOTH HEREBY COVENANT with the registered proprietor that whenever in exercise of any of the rights powers and authorities aforesaid it shall open or break up the surface of the said land or damage any lawn garden or fencing of the registered proprietor The Metropolitan Water Sewerage And Drainage Board shall upon completion of such work reinstate and restore such land lawn garden or fencing (as the case may be) to its former condition so far as shall be reasonably practicable.

THE COMMON SEAL of THE COUNCIL OF THE SHIRE OF SUTHERLAND was hereunto affixed in pursuant of a Resolution of the Council passed at its meeting held on 10th April, 1967.

.....
President

.....
Shire Clerk

Approved by Sutherland Shire Council

.....
M. J. HOWARD
Shire Clerk

Req:R171668 /Doc:DP 0233634 B /Rev:18-Nov-1996 /NSW LRS /Pgs:ALL /Prt:13-May-2026 16:07 /Seq:6 of 6
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K 751106

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED SHEET 6

Plan:

D.P. 233634

PART 2 Continued

Subdivision of the whole of the land in Certificate of Title Volume 8390 Folio 147 and Volume 9479 Folio 128 and the residue of the land in Certificate of Title Volume 7115 Folio 68 covered by Council Clerk's Certificate No. 83/67 of 1967.

THE COMMON SEAL of the METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD was affixed hereto in the presence of a quorum of the Board on the Fifth day of July 1967 as witness the hands of Douglas Sutherland and Thomas de Burgh two of the members in whose presence the seal was so affixed.

K 751106 DP 233634

Instrument pursuant to Regulation 52D Conveyancing Act Regulations, 1961, setting out the terms of easements or restrictions as to user created by registration of the within-mentioned Deposited Plan.

27/7/67

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MAR 29 1 04 1955

G 304317

JUN 1 12

Fees— £ s. d.
Lodgment ..... 3 : :
Endorsements ..... 2 : 10 :
Certificate ..... 2 : 10 :
Total ..... 5 : 10 :

New South Wales

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

HOLT SUTHERLAND COMPANY (1933) LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No. 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in consideration of the sum of Four hundred and fifty-four pounds thirteen shillings and ninepence (£454.13.9) paid by THE COUNCIL OF THE SHIRE OF of SUTHERLAND to the Perpetual Trustee Company (Limited) the Australian trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company (Limited) testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said The Council of the Shire of Sutherland All the estate and interets of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the 18th February 1943 Registered Vol. 5364 fol. 125 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number F991746 from the Holt Sutherland Estate Company Limited to The Council of the Shire of Sutherland And doth also transfer to the said The Council of the Shire of Sutherland all the estate and interest of which it the said Holt Sutherland Company (1933) Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease No. F991746 excepting and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company (Limited) and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall

Lots 59 & 60 in D.P. 8111

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be discovered hereafter as lying under the surface of the said land hereby appointed together with the liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said The Council of the Shire of Sutherland may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No. F991746 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease No. 50990 subject to all the provisoes conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company (1933) Limited was hereunto affixed at Sydney this twenty third day of ~~December~~ February, 1955.

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY (1933) LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this twenty third day of February 1955 and such Directors thereupon signed this Transfer in the presence of—

Thomas A. Holt.
Arthur W. Holt

C M Dundas

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

THE COMMON SEAL of
~~SIGNED in my presence by the said~~
THE COUNCIL OF THE SHIRE OF SUTHERLAND was hereto affixed in pursuance of a resolution passed at a meeting of the Council on the ~~who is personally known to me—~~ twenty eighth day of February 1955 in the presence of:

[illegible]
PRESIDENT

[illegible]
Shire Clerk,

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Perpetual Trustee Company (Limited)

33-39 HUNTER STREET, SYDNEY.

1421 23rd February 1955

RECEIVED from The Council of the Shire of Sutherland the sum of Four hundred and fifty four pounds thirteen shillings and nine pence being the purchase money for the fee simple of all that piece of land situate in the Parish of Sutherland and County of Cumberland being the whole of the land comprised in Sub-Lease No. F991746 to The Council of the Shire of Sutherland from the Holt Sutherland Company (1933) Ltd. and part of the land comprised in Memorandum of Lease registered No. 50990.

£ 454 - 13 - 9

Cashier.

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G 304317

No. Memorandum of Transfer ~~and Tsfr~~ of ~~Lease~~

resq mines of coal &c.

Lodged by
Walker Ebbs & Donald
~~MINTER, SIMPSON & CO.~~
SYDNEY

HOLT SUTHERLAND COMPANY (1933) LIMITED

Transferror.

Transferee.

Particulars entered in the Register Book, Vol. 7047
Folio 53

N/C

the 8th day of December 1955,
at ~~minutes~~ 12 o'clock
~~in the~~ noon.

J. Wells
Registrar General.

REGISTRAR GENERAL NEW SOUTH WALES

Passed S.D.B. 20/6.
20/6.

FJC 28.11.55
20.12.55
16.4.56
26/6
4/5

7115 68

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DENIS SOLARI, WHITE & CO.

Solicitors and Conveyancers

DENIS SOLARI, LL.B.,
COMMISSIONER FOR AFFIDAVITS N.S.W.
A. G. WHITE, LL.B.
Office No.: 528-9133 (5 lines)

FIRST FLOOR
BATES ARCADE CHAMBERS
(ABOVE POST OFFICE)
56 RAILWAY CRESCENT
JANNALI

TELEPHONE NUMBER:
528-9133 — (5 Lines)

REFERENCE
Goldard/MG

22/August, 1967.

The Registrar General,
Queens Square,
SYDNEY.

Dear Sir,

Re: Sutherland Shire Council to NILTEX WHOLESALE P/L..... Lots 36 & 35 D.P. 233634.

We hereby authorise and direct you to deliver to Messrs. John Fahmer & Parker Solicitors or as they may in writing direct the Certificate of Title which will issue from your Department with respect to the land above described.

Yours faithfully,
DENIS SOLARI WHITE & CO.,
Per: [signature]

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No. **K 778774**

'67 AUG 24 AM 10:40

R.P. 13A

Fees:—
Lodgment
Endorsement

£11-00
24/8/67

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

I, THE COUNCIL OF THE SHIRE OF SUTHERLAND

(herein called transferor)

being registered as the proprietor of an estate in fee simple[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Four thousand one hundred dollars --

($4100.00) (the receipt whereof is hereby acknowledged) paid to it by

WILTEX WHOLESALE PTY. LIMITED

do hereby transfer to

WILTEX WHOLESALE PTY. LIMITED a Company duly incorporated and having its registered office at 15 Young Street Sydney

(herein called transferee)

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

County	Parish	Reference to Title: Whole or Part	Vol.	Fol.	Description of Land (if part only)
Cumberland	Sutherland	Part	7115	68	Being Lot 20 in Deposited Plan 233634
			10624	170	

Now being WHOLE of land comprised in Cert. of Title, Vol. 10624 Fol. 170

C.T. Parcels cancelled

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(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.

All blanks should be ruled up before signing.

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

[b] 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.

[c] The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. ").

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

30777—W 11.65 K 1165—2 St 437—1 V. C. N. BLIGHT, GOVERNMENT PRINTER

28087

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And the transferee covenant(s) with the transferor

The Transferee for itself its successors or assigns hereby covenant with the Transferor its successors and assigns for the benefit of the adjoining land owned by the Transferor namely Lots 19 and 21 in Deposited Plan No. 233634 but only during the ownership thereof by the Transferor its successor or assigns other than purchasers on sale that no fence shall be erected on the land hereby transferred to divide it from such adjoining lands without the consent of the Transferor its successors and assigns but such consent shall not be withheld if such fence is erected without expense to the transferor its successors or assigns and in favour of any person dealing with the Transferee or its assigns such consent shall be deemed to have been given in respect of every fence for the time being erected.

d Strike out if unnecessary, or suitably adjust.

(i) if any easements are to be created or any exceptions to be made or

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO.

Instrument setting out terms of easement and restrictions - D.P. 233634

e A very short note will suffice

K 1165—2 St 437—2

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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."

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 received an affirmative answer to each of the questions set out in Sec. 108 (1) (*b*) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(*a*) *in any part of the British dominions outside the State of New South Wales* by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

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

(*c*) *in any foreign place* by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent). (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), 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.

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

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

Signed at Surry Hills the 22nd day of August 19 67.

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Transferor.*

The Common Seal of the Sutherland Shire Council was hereunto affixed in pursuance of a resolution passed on the 10th day of April 1967

Shire Clerk President

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

THE COMMON SEAL of WILTEX ~~Signed in my presence by the transferee~~ WHOLESALE PTY. LIMITED was ~~WHO IS PERSONALLY KNOWN TO ME~~ hereunto duly affixed in pursuance of a Resolution of the Directors in the presence of:-

WILTEX WHOLESALE PTY. LIMITED Common Seal

Director Transferee(s)

Jnr. Secretary

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19 .

Signed in the presence of—

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

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

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty; 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.

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Lodged by JOHN LATIMER & PITCHER

Address

Phone No.

No. K 778774

PARTIAL DISCHARGE OF MORTGAGE

(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No.

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

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

DOCUMENTS LODGED HEREWITH
To be filled in by person lodging dealing

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Received Docs.

Nos.

Receiving Clerk

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Indexed

MEMORANDUM OF TRANSFER
Subject to Covenant

Checked by

Particulars entered in Register Book on 1-9-1967

Passed (in S D B) by

at 11am

Signed by

Registrar General

PROGRESS RECORD

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

Vol. Fol.

K 1165—2 S: 437—4

Applicant:

Excel Conveyancing Service
101a Gymea Bay Road
GYMEA NSW 2227

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

Certificate no:	ePC:26/5713	Delivery option:	
Certificate date:	13/05/2026	Your reference:	BARKER 064794

Property:

Lot 20 DP 233634
6 Tathra Place GYMEA BAY NSW 2227

Zone:

* Sutherland Shire Local Environmental Plan 2015
Zone C3 Environmental Management

Notes:

(a) The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.

(b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

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

INFORMATION PURSUANT TO SECTION 10.7(2), ENVIRONMENTAL PLANNING & ASSESSMENTACT, 1979

1. Names of relevant instruments and DCPs

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

Environmental Planning Instruments

* Sutherland Shire Local Environmental Plan 2015
* SEPP (Exempt and Complying Development Codes) 2008
* SEPP (Housing) 2021
* SEPP (Biodiversity and Conservation) 2021
* SEPP (Industry and Employment) 2021
* SEPP (Planning Systems) 2021
* SEPP (Primary Production) 2021
* SEPP (Resources and Energy) 2021
* SEPP (Resilience and Hazards) 2021
* SEPP (Transport and Infrastructure) 2021
* SEPP (Sustainable Buildings) 2022

Development Control Plans

Sutherland Shire Development Control Plan 2015

2. The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land:

Draft Environmental Planning Instruments

No Draft State Environmental Planning Policies (SEPP) apply.

Draft SSLEP2015 - Changes to Clauses 4.1(3C) & 4.3(2B)

regarding standards applying to dual occupancy developmentDraft SSLEP2015 Minor Amendments applies to the land. The amendment proposes to:
Change the maximum building height (HOB) of development in Zone E4 General Industrial from 16m to 18m;
Align SSLEP2015 Schedule 3 Zone C4 Environmental Living Complying Development provisions for bushfire prone land to align with Division 2 1.19A (4) of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008;
Amend SSLEP2015 Clause 6.14(8) so that the landscape area concession applies to all lots with an access handle or which are burdened by a right of way;
Modify Schedule 1 Additional Permitted Uses of the SSLEP2015 allowing development for the purposes of a recreation area at Loftus Oval, and to rezone Heathcote Oval and Grays Point Oval from Zone C1 National Parks and Nature Reserves to RE1 Public Recreation to align land use and zoning, following the transfer of ownership of the land back to Council

Draft Development Control Plans

Draft Sutherland Shire Development Control Plan 2015 applies.

3. Subsection (2.) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—:

   a. it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
   b. for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

4. In this section—
proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2. Zoning and land use under relevant LEPs

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(a) The identity of the zone, whether by reference to-

(i) a name, such as “Residential Zone” or “Heritage Area” or
(ii) a number, such as “Zone No 2 (a)”,

(b) the purposes for which development in the zone—
(i) may be carried out without development consent, and
(ii) may not be carried out except with development consent, and
(iii) is prohibited,

Sutherland Shire Local Environmental Plan 2015
Zone C3 Environmental Management

(i) Permitted without consent:

Home occupations

(ii) Permitted with consent:

Bed and breakfast accommodation; Boat sheds; Dwelling houses; Environmental protection works; Flood mitigation works; Health consulting rooms; Home businesses; Home industries; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Roads; Secondary dwellings; Tank-based aquaculture

(iii) Prohibited:

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item (i) or (ii).

(c) whether additional permitted uses apply to the land,

No Additional Permitted Uses apply to this land.

(d) Do development standards apply to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions?

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

(e) Is the land in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*?

No

(f) Is the land in a conservation area, however described?

No

(g) Is an item of environmental heritage situated on the land, however described?

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

3. Contribution Plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

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

State Housing and Productivity Contribution applies to this property (Effective 01/10/23).
Draft Local Infrastructure Contributions Plan 2026 applies to the property .

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

No areas within Sutherland Shire are currently part of a special contributions area.

4. Complying Development

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

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

a. a restriction applies to the land, but it may not apply to all of the land, and

b. the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Housing Code

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

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

Housing Alterations Code

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

Industrial and Business Alterations Code

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

Industrial and Business Buildings Code

Complying development may be carried out on the land under the Industrial and Business Buildings Code.

(Note: this code applies only to land within, or proposed to be within, the following zones E1, E2, E3, MU1, E4, E5, W4, SP1, SP2, SP3 or SP5. Check the zoning on the front of this certificate.)

Container Recycling Facilities Code

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

Subdivisions Code

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

Rural Housing Code

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

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

Low Rise Housing Diversity Code

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

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

Pattern Book Development Code

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

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

Green Field Housing Code

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

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

General Development Code

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

Demolition Code

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

Fire Safety Code

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

Inland Code

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

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

Agritourism and Farm Stay Accommodation Code

Complying development under the Agritourism and Farm Stay Accommodation Code may be carried out on the land.

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

5. Exempt Development

(1) The extent to which the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—

a. a restriction applies to the land, but it may not apply to all of the land, and

b. the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

General Exempt Development Code

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

Advertising and Signage Exempt Development Code

Exempt development may be carried out on the land under the Advertising and Signage Exempt Development Code.

Temporary Uses and Structures Exempt Development Code

Exempt development may be carried out on the land under the Temporary Uses and Structures Exempt Development Code.

6. Affected building notices and building product rectification orders

(1) Is council is aware that—

(a) an affected building notice is in force in relation to the land, or

No

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

No

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

No

(2) In this section—

affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4.

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

7. Land Reserved for Acquisition

Does any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 of this certificate make provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Act?

No

8. Road Widening and Road Realignment

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

No

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

No

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

No

9. Flood related development controls information

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

No

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

No

(3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.
Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
probable maximum flood has the same meaning as in the Floodplain Development Manual.

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

(1) Is any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

No

(2) In this section—
adopted policy means a policy adopted—
(a) by the council, or
(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11. Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

Is the land bush fire prone?

None of the land is bush fire prone land as defined under the Environmental Planning and Assessment Act 1979.

12. Loose-fill asbestos insulation

Does the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division?

No

13. Mine Subsidence

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

No

14. Paper subdivision information

(1) Is the land subject to any development plan adopted by a relevant authority that—

(a) applies to the land?, or

(b) is proposed to be subject to a ballot?

No

(2) Is the land subject to a subdivision order that applies to the land, and if so what is the date of the order?

No

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15. Property Vegetation Plans

Has Council been notified that the land is subject to a property vegetation plan which is approved and in force under the *Native Vegetation Act 2003*, Part 4?

No

16. Biodiversity stewardship sites

Has Council been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

No

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

17. Biodiversity Certified Land

Is the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

No

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*.

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

Has Council been notified of an order made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land?

No.

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

(1) If the *Coastal Management Act 2016* applies to the council, has the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works?

The Coastal Management Act 2016 does apply to Sutherland Shire. However, in the LGA there are no properties subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services.

(2) In this section—
existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

Note. Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. Western Sydney Aerotropolis

Under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 is the land—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17?, or
No

(b) shown on the Lighting Intensity and Wind Shear Map?, or
No

(c) shown on the Obstacle Limitation Surface Map?, or
No

(d) in the "public safety area" on the Public Safety Area Map?, or
No

(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map?
No

Note: *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to any land in Sutherland Shire.

21. Development Consent Conditions for Seniors Housing

If *State Environmental Planning Policy (Housing) 2021*, chapter 3, part 5 applies to the land, are there any conditions of a development consent granted after 11 October 2007 in relation to the land that are of a kind set out in clause 88 (2) of that Policy?

No

22. Site Compatibility Certificates and Development Consent Conditions for Affordable Rental Housing

(1) Is there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the Department.

None found.

(2) If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

None found.

(3) Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).

None found.

(4) In this section—

former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

Note— A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to

be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

24. Special Entertainment Precincts

Is the land or part of the land in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B?

No

25. Interim development in future infrastructure corridors

If State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land, is there a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section?

No

Any Other Prescribed Matter

Contaminated Land Management Act 1997

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

(a) Is the land significantly contaminated land within the meaning of that Act?
No

(b) Is the land subject to a management order within the meaning of that Act?
No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No

(e) Is the land subject of a site audit statement within the meaning of that Act?
No

Additional Information

Council holds additional information relating to this property for provision in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979.

For further information please telephone [02] 9710 0333.

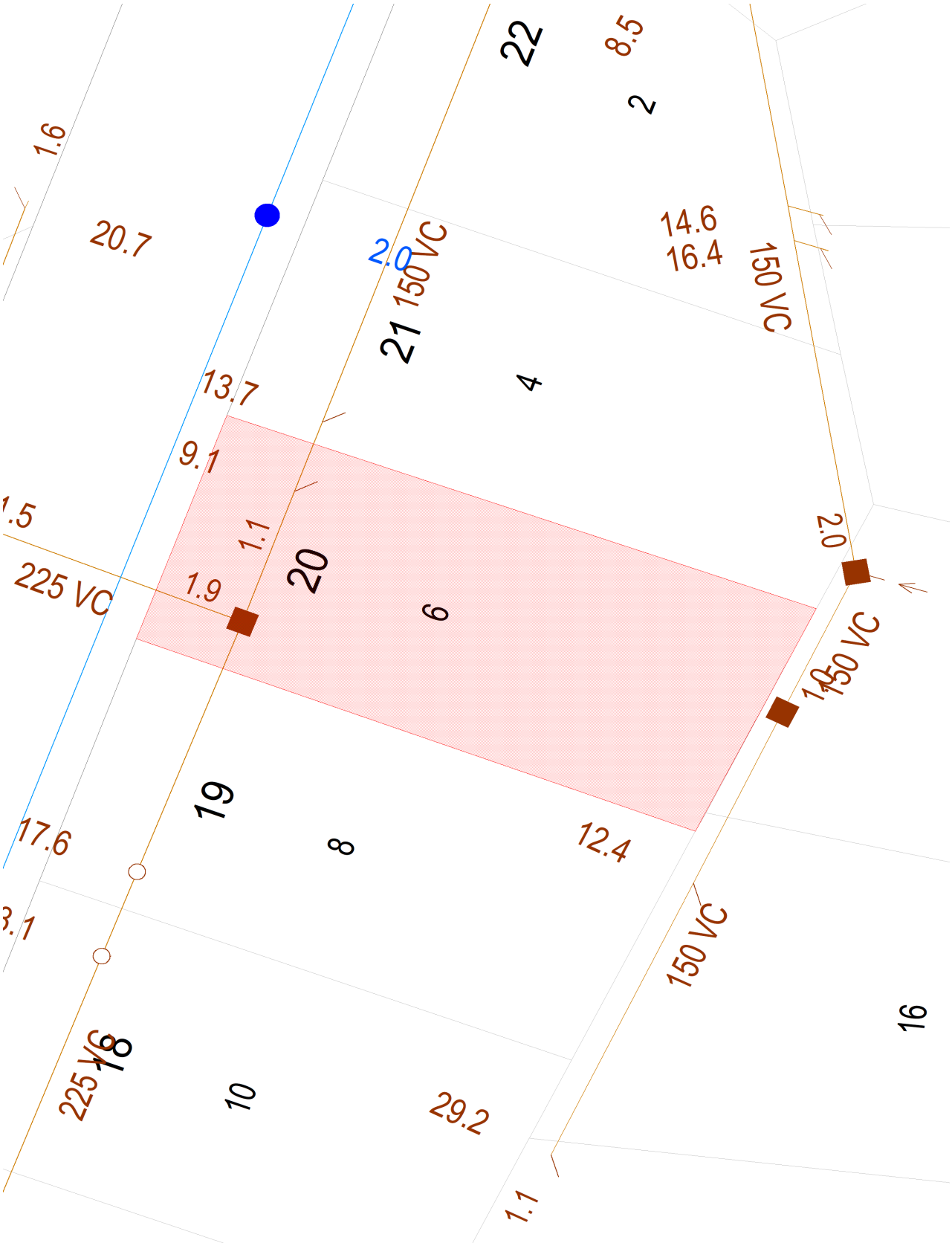
Yours faithfully



Beth Morris
Strategic Planning Manager

Service Location Print

Application Number: 8005251020



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Disclaimer

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

Asset Information

Legend

Sewer

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

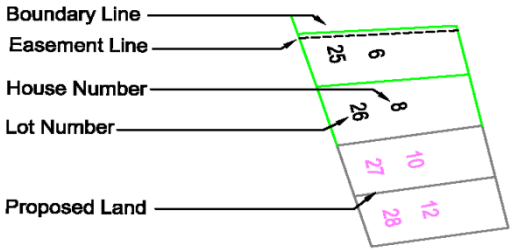
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
Valve
Scour
Reducer / Taper
Vertical Bends
Reservoir
Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

Disclaimer
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Pipe Types

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

Further Information

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

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

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

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

Sewer Service Diagram

Application Number: 8005251013

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of Sutherland. **No.** 639216

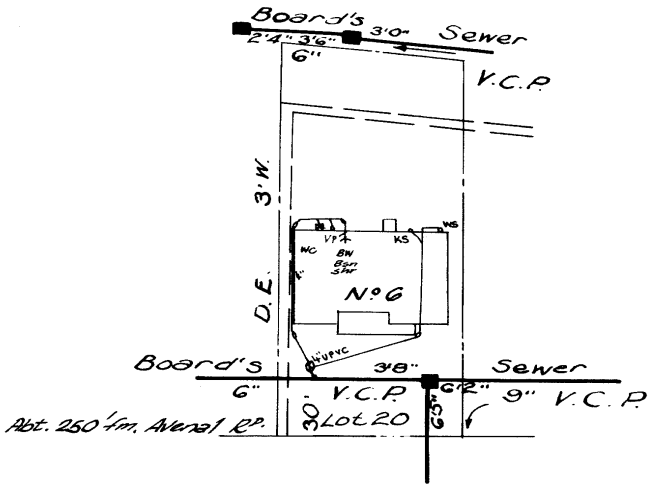
SYMBOLS AND ABBREVIATIONS

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

Scale: 40 Feet To An Inch

SEWER AVAILABLE

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



TATHRA PL.

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

SHEET No. 8474 OFFICE USE ONLY For Engineer House Services

	DRAINAGE			PLUMBING	
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth.		/ /	Date / /		/ /
Shr.	Inspector		Outfall CR HL LL	Inspector	
Bsn.	Examined by		Drainer	926 397	
K.S.			Plumber		
T.		/ /			
Plg.	Chief Inspector		Boundary Trap is/is not required		
Dge. Int.					
Dge. Ext.	Tracing Checked	/ /			

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

Enquiry ID	4562631
Agent ID	81429403
Issue Date	14 May 2026
Correspondence ID	1832765083
Your reference	064794

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

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

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D233634/20	6 TATHRA PL GYMEA BAY 2227	$1 046 667	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2026 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Phil Minns

Chief Commissioner of State Revenue

Important information

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

When is a certificate clear from land tax?
A certificate may be issued as 'clear' if:

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

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

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

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

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

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

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

How do I get an updated certificate?
A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

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

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

Contact details



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



1300 139 816*



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

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

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All 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?

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(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 or 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.