

MARKETING CONTRACT

2/20 McInherney Close
Port Macquarie NSW 2444

We put you first

Partridge & Davies Pty Ltd
trading as
Patterson First National
ABN 19 129 517 620
All Hours: 02 6584 6400
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Port Macquarie NSW 2444
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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Real Estate Port Macquarie ACN 110 821 611 69 Horton Street, Port Macquarie NSW 2444 Email: di@portmacquariefn.com.au	Phone: 02 6583 6000 Ref: Di Calder
co-agent		
vendor		
vendor's solicitor	Lyndel Rose Conveyancing Shop 6, 111 William Street, Port Macquarie NSW 2444 PO BOX 1230, Port Macquarie NSW 2444 Email: lyndel@lyndelrose.com.au	Phone: 02 5527 8040 Ref: LR:23-4482
date for completion	8 weeks after the contract date (clause 15)	
land (address, plan details and title reference)	2/20 McInherney Close, Port Macquarie NSW 2444 Lot 2 in Strata Plan 69638 Folio Identifier 2/SP69638	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Townhouse	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.				
inclusions	<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input checked="" type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: plantation shutters, garden shed, water tank, automatic garage door, vacuum, alarm system, boat winch			
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."

SIGNING PAGE

VENDOR	PURCHASER												
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>												
VENDOR (COMPANY)	PURCHASER (COMPANY)												
<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> </tr> </table>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>	<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> </tr> </table>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>
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<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>												

Choices

Vendor agrees to accept a **deposit-bond** NO yes

Nominated Electronic Lodgement Network (ELN) (clause 4):
Manual transaction (clause 30)

NO yes

(if yes, vendor must provide further details, including any applicable exception, 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):

List of Documents

<p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input checked="" type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input checked="" type="checkbox"/> 33 property certificate for strata common property</p> <p><input checked="" type="checkbox"/> 34 plan creating strata common property</p> <p><input checked="" type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement - off-the-plan contract</p> <p><input type="checkbox"/> 59 other document relevant to off-the-plan contract</p> <p>Other</p> <p><input type="checkbox"/> 60</p>
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes 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.

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 to purchase the property, 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 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.

WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *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.

- 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.

- 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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *-serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *-serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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.

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).

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.

- 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 in writing 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 or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 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.

- 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.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- 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.

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 everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 28.3 If the plan is not registered *within* that time and in that manner –
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 - either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 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.

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.

2/20 MCINHERNEY CL, PORT MACQUARIE 2444

SPECIAL CONDITIONS

33. INCONSISTENCY

Where these special conditions are inconsistent with the printed form of contract these special conditions shall prevail.

34. NO WARRANTY

The Purchaser acknowledges that he does not rely on this Contract upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except such as are expressly provided herein but has relied entirely upon his own enquiries relating to and inspection of the property AND the Purchaser further acknowledges that he accepts the property and any chattels and things included in this Contract in their current condition as at the date hereof and shall make no objection, requisition or claim for compensation relating thereto.

35. DEATH OR LIQUIDATION

Without prejudice to any other rights or remedies which may be available, should either party or any one of them prior to completion

- (a) being a company, resolve to go into liquidation, or have an application for its winding up filed, or enter into any scheme or arrangement with its creditors, or have a liquidator, receiver or official manager appointed to it, or
- (b) being a natural person, die or become mentally ill,

either party may rescind this contract by notice in writing to that party or the solicitor for that party.

36. BANKRUPTCY

If either party becomes bankrupt, executes a deed of assignment or deed of arrangement, or enters into a composition, subject to the provisions of any relevant legislation, the other party may at any time up until completion rescind this contract by written notice delivered to the other party or solicitor for the other party.

37. NOTICE TO COMPLETE

If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a notice to complete making the time for completion essential. Such a notice shall give not less than 14 days notice after the day immediately following the day on which that notice is received by the recipient of the notice. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.

Despite any other provision of this contract, if the Purchaser fails to complete this contract and a notice to complete is served by the Vendor's conveyancer the Purchaser shall be liable for the Vendor's legal costs for preparation and service of the notice to complete in the agreed sum of \$440.00 (incl. GST). The Purchaser acknowledges that payment of such sum on or before the completion date is an essential condition of this Contract.

38. INTEREST

If the purchaser shall not complete this purchase by the completion date, without default by the vendor, the purchaser shall pay to the vendor on completion, in addition to the balance purchase money, an amount calculated as ten per cent (10%) interest per annum on the balance purchase money, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.

39. INTRODUCTION BY AGENT

The Purchaser warrants that he was not introduced to the Vendor or to the property by any Real Estate Agent other than the Agent, if any, named herein as such and the Purchaser indemnifies the Vendor against any commission which might be found to be payable resulting from an introduction which constitutes a breach of such warranty. This clause shall not merge on completion.

40. ACCEPTANCE OF CONDITION, DEFECTS, BREACH OF LEGISLATION, ETC.

The Purchaser acknowledges that they have inspected the property and any and all structures on the property and accepts them in their present position, condition and state of repair with all defects latent and patent. The Purchaser agrees that they do not rely on any warranties by the Vendor or by any person on the Vendor's behalf as to the position, condition or state of repair of the land and structures or as to the use to be made of the land and structures. The Purchaser will make no objection requisition, claim for compensation or delay settlement in relation to the position, condition or state of repair of, or legislation relating to the services to the subject property (if any) or in respect of the land or structures. The Purchaser shall not require the carrying out of any work or expenditure of any money by the Vendor on or in respect of the property or structures.

41. ADJUSTMENT OF WATER USAGE CHARGES

The vendor must on completion allow amounts for water and sewerage usage charges for which the relevant authority has not issued accounts. The amounts must be calculated by multiplying

- (a) the number of unbilled days up to and including the adjustment date by
- (b) the average charge per day for usage for the last period for which an account issued.

42. DEPOSIT

In the event that the Purchaser has whether by agreement or otherwise paid a deposit of less than 10% of the purchase price and in the event that the Vendor becomes entitled to forfeit the deposit in accordance with Clause 9 hereof, the Vendor shall be entitled in addition to such forfeiture and in addition to any other rights on the part of the Vendor herein contained or otherwise, to recover from the Purchaser as a liquidated debt an amount being the difference between the Deposit and 10% of the Purchase Price and the provisions of this Special Condition shall not merge upon completion hereof.

43. CONTRACT ALTERATIONS

Each party hereto authorises his Solicitor or any employee of that Solicitor up until the date of this Contract to make alterations to this Contract including the addition of annexures after execution up until the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised such alterations and/or additions and any annexures so annexed shall form part of this Contract as if it was annexed prior to the Contract being executed.

44. CONSUMER CREDIT CODE

The Purchaser warrants that either:

- (a) No notice or knowledge has been given to the Vendors, or anyone on the Vendors behalf, within the meaning of S.124(1) of the Consumer Credit Code; or
- (b) In the event that the Purchaser requires credit to pay for the property, the Purchaser has obtained that credit on reasonable terms.

45. FOREIGN INVESTMENT REVIEW

The purchaser warrants:

- (a) that if the purchaser is a natural person he is ordinarily a resident in Australia;
- (b) the Foreign Acquisitions and Takeovers Act 1975 does not apply to the purchaser or to this purchase. In the event of any breach of the warranty containing this additional condition the purchaser agrees to indemnify and to compensate the vendor in respect of any loss damage penalty fine or legal costs which may be incurred by the vendor as a consequence thereof.

46. WHERE PURCHASER IS COMPANY

- (a) In the event of the Purchaser purporting to be a company, each of the persons in whose presence the common seal of the company purports to have been affixed, or in the event the Contract is not signed under common seal, each person who signs by or on behalf of the company, warrants that the company has been incorporated and those persons acknowledge and agree that they shall be personally liable under this Contract, both jointly and severally, as if they had been named as Purchasers.
- (b) In the event that the Purchaser is a company and in the event that the Purchaser defaults in its obligations under this Contract, the Directors of that company and the persons in whose presence the common seal of the company has been affixed to this Contract, or in the event the Contract is not signed under common seal, each person who signs by or on behalf of the company, hereby guarantee both jointly and severally, the due performance of the company in relation to its obligations pursuant to the terms of this Contract in every respect as if they had personally entered into this Contract themselves.

47. ELECTRONIC EXCHANGE

The parties agree to accept, for the purposes of exchange of Contracts, signatures by either the Vendors or Purchasers which are facsimile, photocopy or any other form of electronic signature. The parties agree they will provide the original of the signed documents to the other parties legal representative within 10 business days from the date of this Contract. The parties agree that they will not make any requisition, objection, claim for compensation or delay completion due to the manner of execution of this Contract as at the exchange date.

48. REQUISITIONS ON TITLE

The purchaser agrees that the only form of Requisition on Title the Purchaser may make pursuant to Clause 5 of the Contract for Sale of Land are those attached to this Contract.

49. NO SURVEY

The vendor has no survey of the property. Subject to Section 52A of the Conveyancing Act 1919, the purchaser agrees to make no objection, requisition or claim for compensation if it be found on survey that there are any minor encroachments by or upon the property or other minor survey irregularities.

50. OCCUPATION CERTIFICATE

- (a) Annexed to this Contract is a copy of Final Occupation Certificate No. 2016.48.1 issued by Port Macquarie-Hastings Council dated 27 June 2016 (Certificate).
- (b) The vendor does not warrant the accuracy or completeness or legal effect of the Certificate.
- (c) The purchaser shall not make any requisitions or make any claim for compensation nor seek to delay completion or rescind this contract by virtue of any of the matters referred to in this special condition.

51. RELEASE OF DEPOSIT

The purchaser hereby authorises the release of the deposit referred to herein, or part thereof for the vendor's use on the vendor's purchase of another property provided that such deposit is placed in the Trust Account of a Licensed Real Estate Agent or Solicitor/Conveyancer and such deposit shall not be further released without the Purchaser's expressed consent.

No further authority is required from the Purchasers or their Solicitor/Conveyancer in respect to this clause 51.

52. JETTY

The floating jetty originally constructed at the same time as the Property ("Jetty"), is Common Property, and the use of the Jetty, and the costs of maintenance and repair of the Jetty are shared between the owners of Lots 1 and Lot 2 in SP69638. The additions to the Jetty were erected by the owner of Lot 1 SP69638, and the use of those additions to the Jetty and the costs of maintenance and repair of the additions to the Jetty are solely with the registered proprietors of Lot 1 SP69638.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: 2/20 McInherney Close, Port Macquarie NSW 2444
Dated: 13 September 2023

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

- (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the sale:
- did its installation or construction commence before or after 1 August 1990?
 - 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)*?
 - does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- To whom do the boundary fences belong?
 - Are there any party walls?
 - 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.
 - Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - 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:
- any road, drain, sewer or storm water channel which intersects or runs through the land?
 - any dedication to or use by the public of any right of way or other easement over any part of the land?
 - any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- any resumption or acquisition or proposed resumption or acquisition?
 - 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.
 - 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?
 - any sum due to any local or public authority? If so, it must be paid prior to completion.
 - any realignment or proposed realignment of any road adjoining the Property?
 - any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
- Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - If so, do any of the connections for such services pass through any adjoining land?
 - 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.



**LAND
REGISTRY
SERVICES**

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
Triconvey2 (Reseller)
Ph. 1300 064 452 Fax.

FOLIO: 2/SP69638

SEARCH DATE	TIME	EDITION NO	DATE
13/9/2023	5:26 PM	6	2/9/2018

LAND

LOT 2 IN STRATA PLAN 69638
AT PORT MACQUARIE
LOCAL GOVERNMENT AREA PORT MACQUARIE-HASTINGS

FIRST SCHEDULE

AS JOINT TENANTS

(T AJ215194)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP69638
- 2 AJ215195 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending

PRINTED ON 13/9/2023

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



FOLIO: CP/SP69638

SEARCH DATE	TIME	EDITION NO	DATE
13/9/2023	5:26 PM	2	4/4/2011

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 69638
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT PORT MACQUARIE
LOCAL GOVERNMENT AREA PORT MACQUARIE-HASTINGS
PARISH OF MACQUARIE COUNTY OF MACQUARIE
TITLE DIAGRAM SP69638

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 69638
ADDRESS FOR SERVICE OF DOCUMENTS:
20 MCINHERNEY CLOSE,
PORT MACQUARIE 2444

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE
AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION B HAS BEEN ADOPTED
- 3 DP1040901 POSITIVE COVENANT REFERRED TO AND NUMBERED (1) IN THE
S.88B INSTRUMENT
- 4 DP1040901 EASEMENT FOR MAINTENANCE AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1040901 POSITIVE COVENANT REFERRED TO AND NUMBERED (3) IN THE
S.88B INSTRUMENT
- 6 DP1040901 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT
- 7 DP1040901 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (10) IN THE S.88B INSTRUMENT
- 8 DP1040901 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (11) IN THE S.88B INSTRUMENT
- 9 AG138862 THIS EDITION ISSUED PURSUANT TO S.111 REAL PROPERTY
ACT, 1900

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

END OF PAGE 1 - CONTINUED OVER

Pending

PRINTED ON 13/9/2023

FOLIO: CP/SP69638

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100) (CONTINUED)

STRATA PLAN 69638			
LOT	ENT	LOT	ENT
STRATA PLAN 69638			
LOT	ENT	LOT	ENT
1 - 50		2 - 50	

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending

PRINTED ON 13/9/2023

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STRATA CERTIFICATE

Name of Council: **HASTINGS COUNCIL**
 Being satisfied that the requirements of the Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed strata plan.

- The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.
- The strata plan strata plan of subdivision is part of a development scheme. The Council accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.
- The Council does not object to the encroachment of the building beyond the alignment of the enclosure.
- The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.
- This approval is given on the condition that the use of lot (S) storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 88 of the Strata Schemes (Leasehold Development) Act 1986.

Date: **18-12-02**
 Subdivision No: **2001/5732** (Completed in writing if appropriate)
 Relevant Development Consent No: **DP 2001/0732**
 Issued by: *[Signature]*
 Authorised Person: **Erin M. Williams** Accredited Certifier

SURVEYOR'S CERTIFICATE

I, **FRANK L. O'Rourke**, of P.O. Box 1387, Port Macquarie, a surveyor registered under the Surveyors Act 1929, hereby certify that:

- each applicable requirement of Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 or Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986 has been met;
- the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:
 - has been created by registered +
 - is to be created under section 88B of the Conveyancing Act 1919
- the survey information recorded in the accompanying location plan is accurate.

Signature: *[Signature]*
 Date: **10/12/2002**
 I, **Suzanne O'Rourke**, of **1/111**, and grant registered under the Surveyors Act 1929.

RESIDENTIAL

I hereby certify that the Model By-Laws adopted for this scheme (Keeping of Animals - Option A) are:

- Schedule of By-Laws: _____ sheets filed with plan
- No By-Laws apply
- State of NSW - Section 88B(2)(c) of the Conveyancing Act 1919

SHEET 1 OF 3 SHEETS

SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UNIT ENTITLEMENT
1	50
2	50
AGGREGATE	100

PLAN OF SUBDIVISION OF LOT 42, D.P. 1040901

L.G.A.: **HASTINGS** Suburb/Locality: **PORT MACQUARIE**

Parish: **MACQUARIE** County: **MACQUARIE**

Name of, and address for service of notices on, the owners corporation.
 (Address required on original strata plan only)

THE OWNERS, STRATA PLAN NO. 69638
NO. 20 MCINHERNEY CLOSE, PORT MACQUARIE, 2444.

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants



[Handwritten signatures and names]
DIANE JEAN O'Rourke
CO SECRETARY
Jan Collier
IAN GARDER
DRIBDR.
 (ACN) - 002 374 272

SP69638

Registered: **13.1.2003**
 Purpose: **STRATA PLAN**
 Ref. Map: **Y8222-9 # Y8215-31 #**
 Last Plan: **DP1040901**

Certified correct for the purposes of the Real Property Act 1900 by the Registrar SIGNED by **Atty. General**, as attorney for Westpac Banking Corporation under power of attorney Book 4299 No. 332

Signature) **Tier Three Attorney** by executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

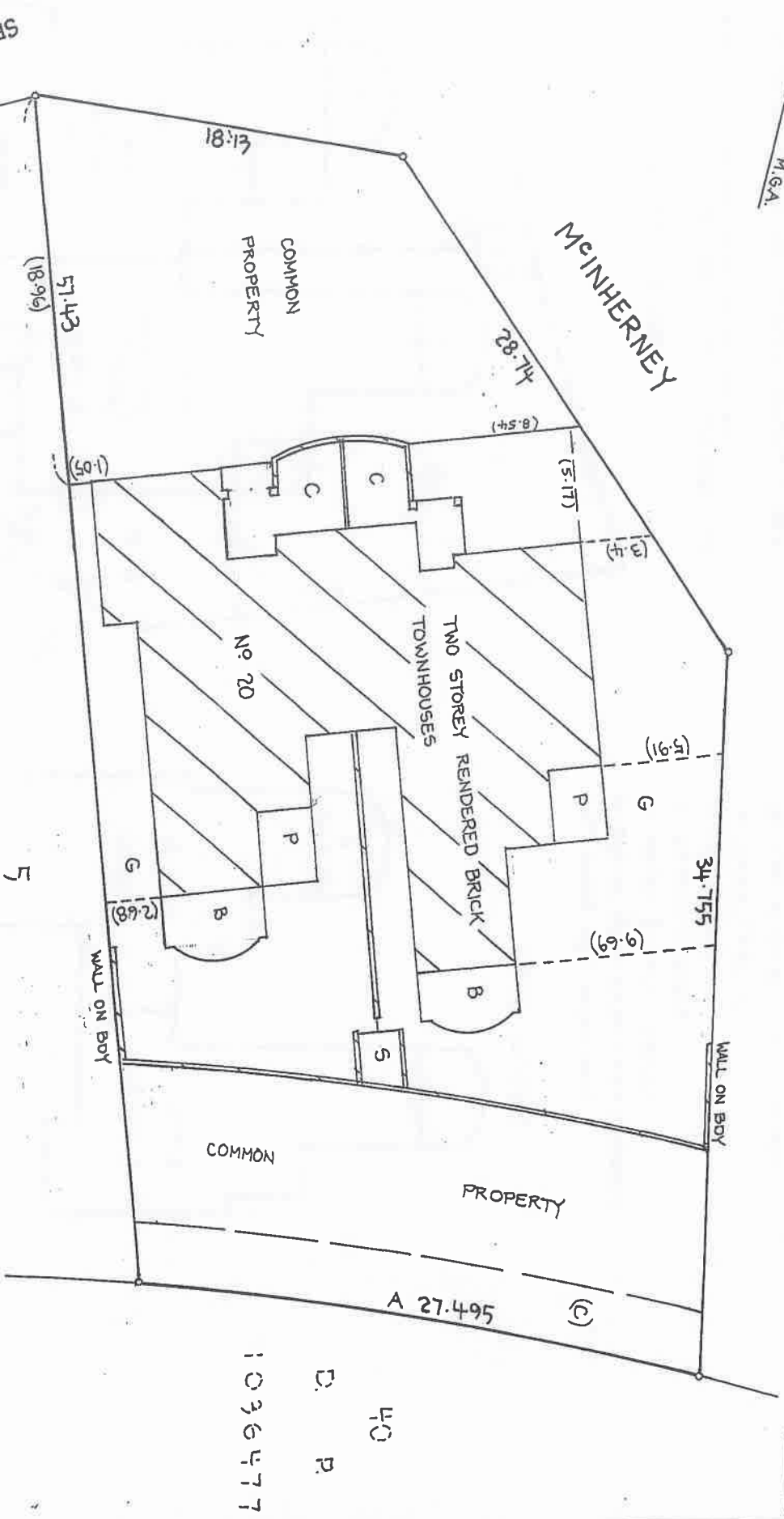
I certify that the attorney for the **Westpac** with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.
 Signature of witness: **PIRI MCKENZIE**
 Address of witness: **1 King Street, Concord West NSW**

M.G.A.

MCINHERNEY

CLOSE

SP69638



- B BALCONY
- C COURTYARD
- G GARDEN AREA
- S STAIRS
- P COVERED PATIO

D. P. 1036477

Reduction Ratio 1:200

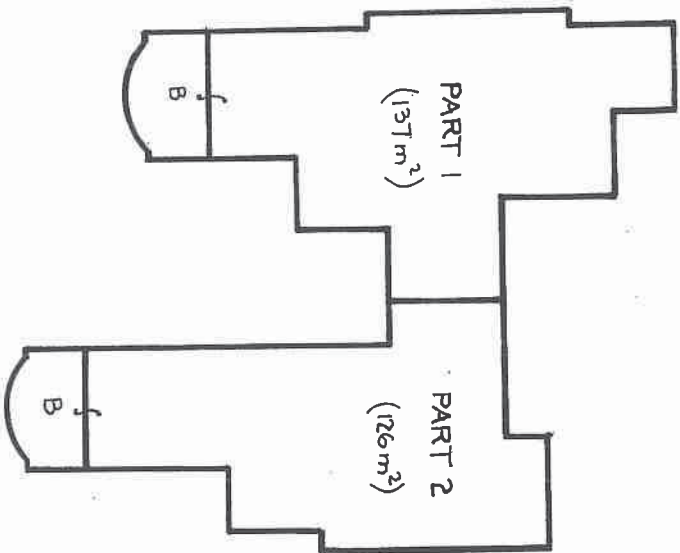
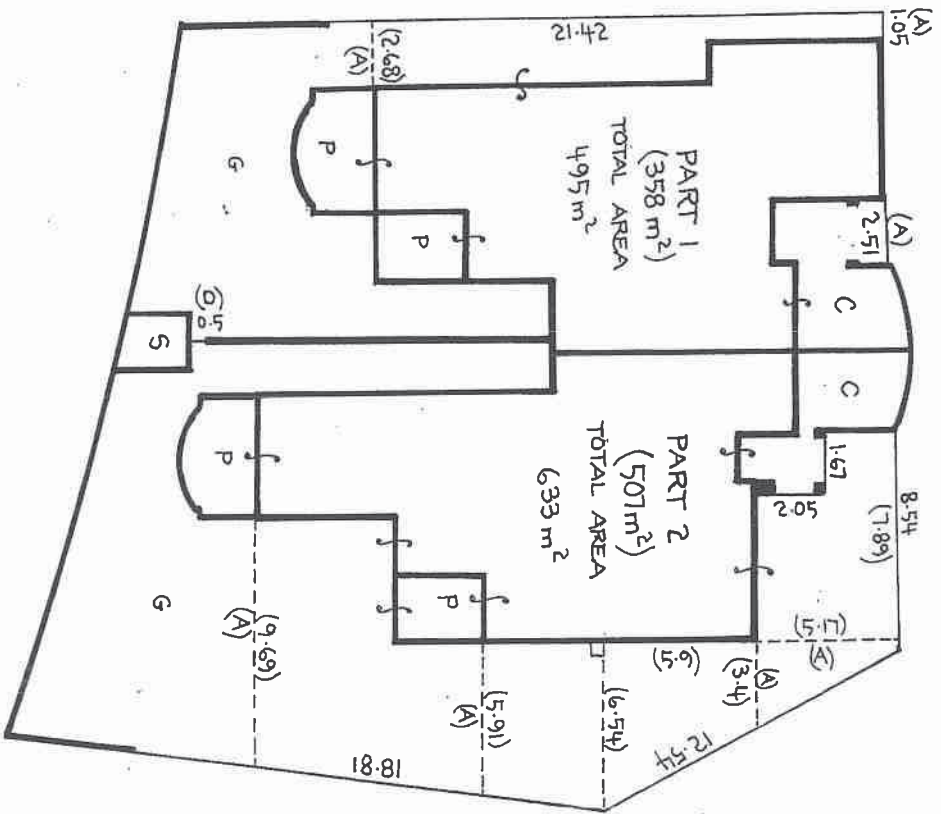
Lengths are in metres

(C) EASEMENT FOR MAINTENANCE
 2.9 WIDE (D.P. 1040901)

Registered Surveyor
T. O'Leary
 SURVEYOR'S REFERENCE: 6944

Authorized Person/General Manager/Assistant-Controller
[Signature]

SP69638



THE STRATHUN OF A COURTYARD EXTENDS FROM ITS CONCRETE FLOOR TO A HEIGHT OF 3.3 METRES, EXCEPT WHERE COVERED.

THE STRATHUN OF A GARDEN AREA EXTENDS BETWEEN 2 BELOW AND 8 ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE ADJOINING UNIT, EXCEPT WHERE COVERED.

GROUND FLOOR

FIRST FLOOR

- ALL AREAS ARE APPROXIMATE
- (A) LINE OF OUTER FACE OF WALL PRODUCED
 - S STAIRS (COMMON PROPERTY)
 - B BALCONY (COVERED)
 - C COURTYARD
 - P PATIO (COVERED)
 - (D) LINE OF CENTRE OF WALL PRODUCED
 - G GARDEN AREA
- Reduction Ratio 1:200
- Lengths are in metres

Regulated Surveyor
 7. *[Signature]*

SURVEYORS REFERENCE: 69144

Authorised Person/General Manager/Professional Classifier
[Signature]

PLAN FORM 2 (APPROVED FORM 3)

THE COMMON SEAL OF
 PORT SHORES PTY LIMITED
 ACN 001 559 708 WAS
 HERETOBY ATTESTED BY AUTHORITY
 OF THE DIRECTORS
 IN THE PRESENCE
 OF THE DIRECTORS
 SECRETARY
 DIRECTOR



THE COMMON SEAL OF IWA
 SECURITIES LIMITED ACN 003 879 645
 WAS HERETOBY ATTESTED BY AUTHORITY
 OF THE DIRECTORS IN THE
 PRESENCE OF:
 DIRECTOR
 DIRECTOR



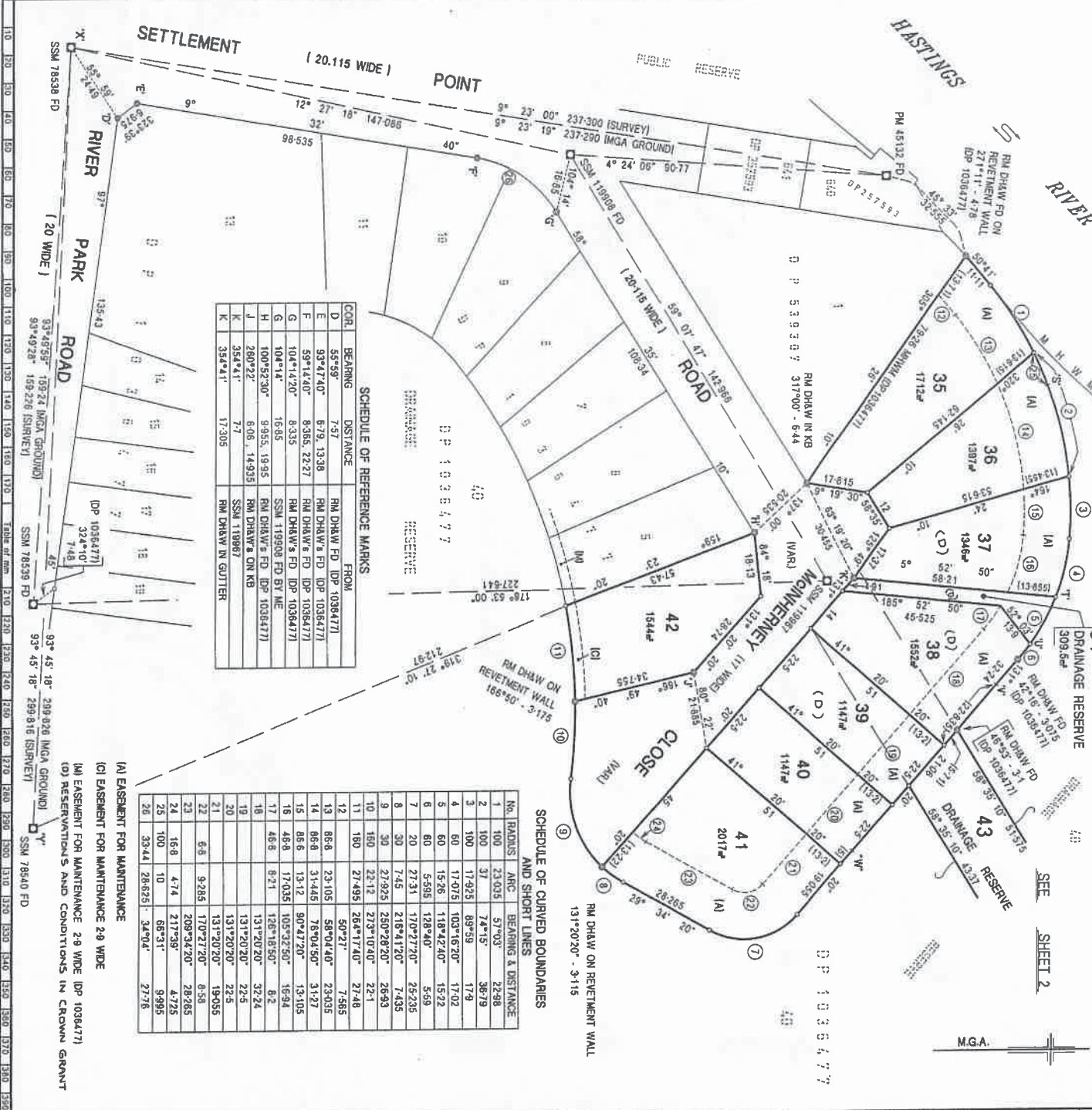
Janeorp-Metway Limited
 ACN 010 831-722
 By its duly constituted
 attorney under Power
 of Attorney Book
 3859 No. 372
Phillip Reginald Payne Level 1

Crown Land Office Approval
 Authorised Officer

PLAN APPROVED
 Land Owner: Janeorp-Metway Limited
 Power No.: 3859 No. 372
 Field Book: 3859 No. 372
 Submission Certificate No. 1036477
 Planning and Assessment Act 1978 have been satisfied
 in relation to the proposed
 subdivision.
 S.A.B. MYSIOWSKI
 Assistant Commissioner for New South Wales
 Date of Endorsement: 13/09/2023
 Accreditation No. 13/09/2023
 Subdivision Certificate No. 1036477
 Plan No. DP 1036477

When the plan is to be lodged electronically in the Land
 Titles Office, it should include a signature in an electronic
 or digital format approved by the Registrar-General.
 * Delete whichever is inapplicable.
 SHAREPONS REFERENCE: 4363/M/C

Plan Drawing only to appear in this space



SCHEDULE OF REFERENCE MARKS

COR.	BEARING	DISTANCE	FROM
D	55°59'	7.57	RM DHAW FD DP 1036477
E	93°47'40"	6.79, 13.38	RM DHAW'S FD DP 1036477
F	59°14'40"	8.385, 22.27	RM DHAW'S FD DP 1036477
G	104°14'20"	6.335	RM DHAW'S FD DP 1036477
H	100°52'30"	9.955, 19.95	RM DHAW'S FD DP 1036477
J	260°42'	6.06, 14.935	RM DHAW'S ON KB
K	354°41'	7.7	SSM 119987
			RM DHAW IN GUTTER

SCHEDULE OF CURVED BOUNDARIES AND SHORT LINES

No.	RADIUS	ARC	BEARING & DISTANCE
1	100	23.035	57°03' 22.98
2	100	37	74°15' 38.79
3	100	17.925	89°58' 17.9
4	60	17.025	103°16'20" 17.02
5	60	15.26	118°42'40" 15.22
6	60	5.595	128°40' 5.59
7	20	27.31	170°27'20" 27.255
8	30	7.45	216°41'20" 7.435
9	30	27.925	250°28'20" 28.93
10	180	23.12	273°10'40" 22.1
11	180	27.485	264°17'40" 27.48
12		50°27'	7.585
13	86.8	23.105	58°04'40" 23.035
14	86.8	31.445	76°04'50" 31.27
15	86.8	13.12	90°47'20" 13.105
16	48.8	17.035	105°32'50" 16.94
17	17	46.8	126°16'50" 46.2
18		131°20'20"	32.24
19		131°20'20"	22.5
20		131°20'20"	19.055
21	22	6.8	170°27'20" 6.58
22	22	9.285	209°34'20" 28.785
23	24	16.8	4.74 217°39' 4.725
24	100	10	68°31' 9.995
26	33.44	28.825	34°04' 27.76

MP D
 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1040901

Registered: 21/09/2002
 CR: SEE CERTIFICATE
 Title System: TORRENS
 Purpose: SUBDIVISION
 Ref Map: 78222-9 & 78215-31 & 32
 Label Plan: DP 1036051, DP 1036477

PLAN OF SUBDIVISION OF
 LOT 1 DP 1036051 AND
 LOTS 4 & 56 DP 1036477

Lengths are in metres. Reduction Ratio: 1:800
 LGA: HASTINGS
 Scheme/Locality: PORT MACQUARIE
 Parish: MACQUARIE
 County: MACQUARIE

This is sheet 1 of a map in 2 sheets.
 (Delete if inapplicable)
 Survey Certificate No. 2001
 Surveyed by: [Name]
 L. PAUL MICHAEL, GE

Operator: [Name]
 Registered under the Survey Act 1978
 Date of Survey: [Date]
 Zone: Suburban
 Plans used in preparation of survey/compilation:
 DP 1036051, DP 1036477

PLAN FOR USE ONLY for statements of intention
 to dedicate public roads, to create public roads,
 drainage reserves, easements, restrictions on the
 use of land or positive covenants
 IT IS INTENDED TO:

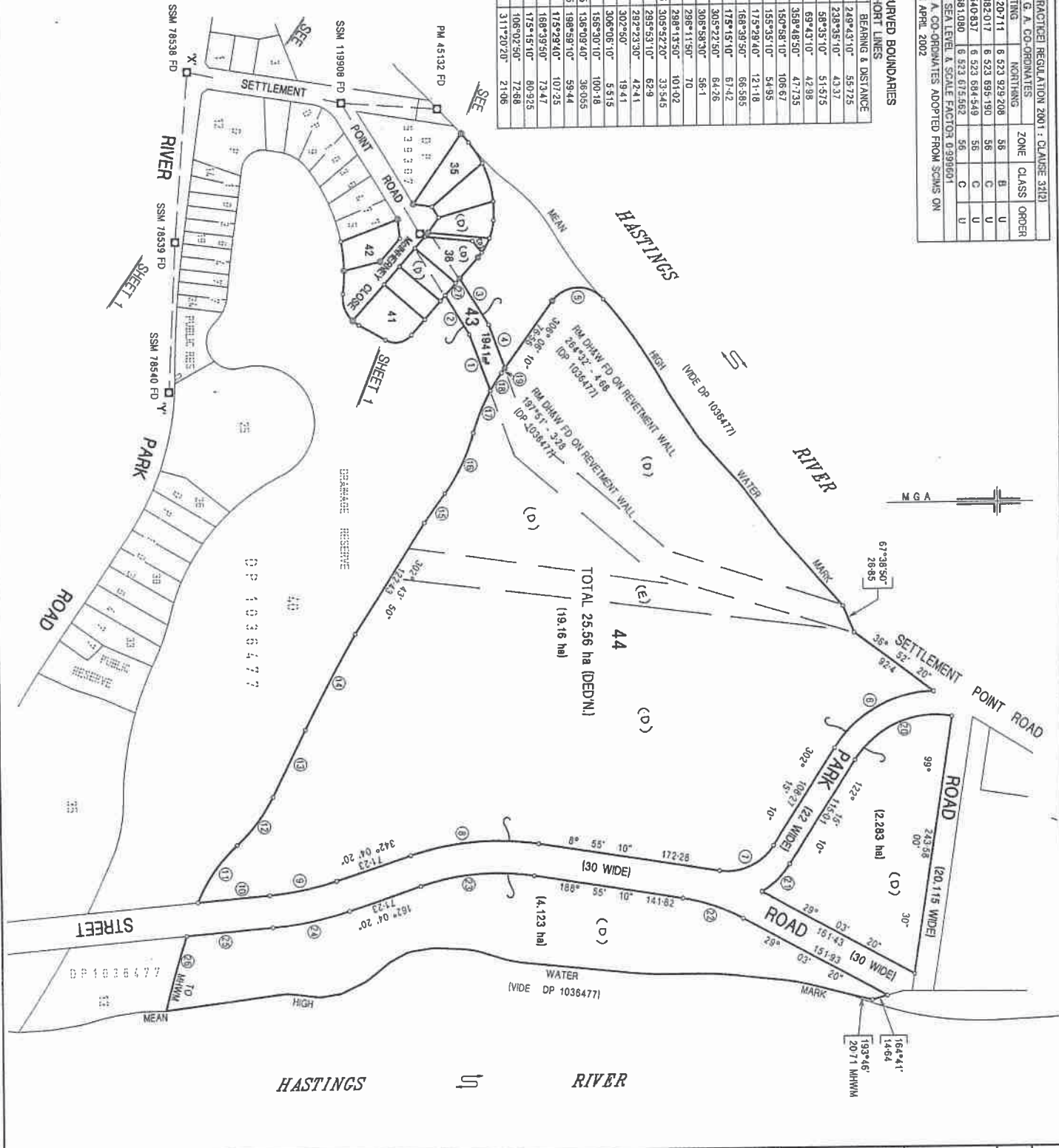
1. POSITIVE COVENANT
2. EASEMENT FOR MAINTENANCE
3. POSITIVE COVENANT
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND

MARK	M. G. A. CO-ORDINATES	ZONE	CLASS	ORDER
PM 45132	489 420711	6 S23 929 208	56	B
SSM 78538	489 382017	6 S23 899 190	56	C
SSM 78539	489 540837	6 S23 684 549	56	C
SSM 78540	489 861090	6 S23 675 562	56	C

COMBINED SEALEVEL & SCALE FACTOR 0.9996001
 SOURCE: M. G. A. CO-ORDINATES ADOPTED FROM SCMS ON 18TH APRIL 2002

No.	RADIUS	ARC	BEARING & DISTANCE
1	249°43'10"		55.725
2	238°35'10"		43.37
3	58°35'10"		51.575
4	69°43'10"		42.98
5	30°		358°48'50"
6	111°27'		150°58'10"
7	50°		58°17'5"
8	261°		175°29'40"
9	290°		66°7'3"
10	150°		64°7'6"
11	150°		308°53'30"
12	150°		58°43'
13	1423°		298°1'50"
14	1423°		298°1'50"
15	1423°		305°52'20"
16	170°		63°26'
17	170°		42°52'
18	170°		282°23'30"
19	170°		302°50'
20	89°		106°41'
21	75°		38°415'
22	170°		59°145'
23	231°		108°24'
24	320°		73°63'
25	1000°		175°15'10"
26	1000°		106°02'50"
27	1000°		311°20'20"

SCHEDULE OF CURVED BOUNDARIES AND SHORT LINES



DP1040901

Registered: 24-5-2002

This is sheet 2 of my plan in 2 sheets dated 22nd APRIL 2002

Surveyor's reference under Surveyor Act 1989

This is sheet 2 of my plan in 2 sheets dated 22nd APRIL 2002

Authorised Practising Surveyor/Professional Engineer
 For use where space is insufficient in my plan on Plan Form 2

- (E) LAND EXCLUDES MINERALS - SEE CROWN GRANT
- (D) RESERVATIONS & CONDITIONS IN CROWN GRANT

Reduction Ratio 1: 2500

Surveyor's Reference: 4353/MC

Plan Drawing only to appear in this space

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT, 1919**

(Sheet 1 of ¹⁰9 Sheets)

Plan

Subdivision of Lots 4 and 36 D.P.1036477
and Lot 1 DP 1036051 covered by
Council Certificate
No *X2000/0813.03* of 2002

DP1040901

PART 1

**Full name and address of proprietor of the
land:**

Port Shores Pty Limited
122 William Street
Port Macquarie NSW 2444

**1. Identity of Easement or
Restriction firstly referred to in
Abovementioned Plan:**

Positive Covenant

Schedule of Lots etc Affected

Lots Burdened

Lots, Name of Road, or Authority Benefited:

Lots 35 to 42 inclusive

Hastings Council

**2. Identity of Easement or
Restriction secondly referred to in
Abovementioned Plan:**

Easement for Maintenance

Schedule of Lots etc Affected

Lots Burdened

Lots, Name of Road, or Authority Benefited:

Lots 35 to 42 inclusive

Hastings Council

DP1040901

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

(Sheet 2 of ¹⁰ Sheets)

PART 1 cont.

3. **Identity of Easement or Restriction thirdly referred to in Abovementioned Plan:** Positive Covenant

Schedule of Lots etc Affected

Lots Burdened	Lots, Name of Road, or Authority Benefited:
Lots 35 to 42 inclusive	Hastings Council

4. **Identity of Easement or Restriction fourthly referred to in Abovementioned Plan:** Restriction on the use of Land

Schedule of Lots etc Affected

Lots Burdened	Lots, Name of Road, or Authority Benefited:
Lots 35 to 41	Each other of Lots 35 to 42 inclusive and Hastings Council

5. **Identity of Easement or Restriction fifthly referred to in Abovementioned Plan:** Restriction on the use of Land

Schedule of Lots etc Affected

Lots Burdened	Lots, Name of Road, or Authority Benefited:
Lots 42	Each other of Lots 35 to 41 inclusive



DP1040901

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

(Sheet 3 of ~~8~~¹⁰ Sheets)

PART 1 cont.

6. **Identity of Easement or Restriction sixthly referred to in Abovementioned Plan:** Restriction on the use of Land

Schedule of Lots etc Affected

Lots Burdened	Lots, Name of Road, or Authority Benefited:
Lots 36 and 37	Hastings Council

7. **Identity of Easement or Restriction seventhly referred to in Abovementioned Plan:** Restriction on the use of Land

Schedule of Lots etc Affected

Lots Burdened	Lots, Name of Road, or Authority Benefited:
Lot 38	Hastings Council

8. **Identity of Easement or Restriction eighthly referred to in Abovementioned Plan:** Restriction on the use of Land

Schedule of Lots etc Affected

Lots Burdened	Lots, Name of Road, or Authority Benefited:
Lots 38, 39 and 40	Hastings Council

9. **Identity of Easement or Restriction ninthly referred to in Abovementioned Plan:** Restriction on the use of Land

Schedule of Lots etc Affected

DP1040901

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

(Sheet 4 of ~~8~~¹⁰ Sheets)

Lots Burdened	Lots, Name of Road, or Authority Benefited:
Lots 37 to 40 inclusive	Each other of Lots 35 to 42 inclusive

10. **Identity of Easement or Restriction tenthly referred to in Abovementioned Plan:** Restriction on the use of Land

Schedule of Lots etc Affected

Lots Burdened	Lots, Name of Road, or Authority Benefited:
Lots 35, 36, 41 and 42	Each other of Lots 35 to 42 inclusive

11. **Identity of Easement or Restriction eleventhly referred to in Abovementioned Plan:** Restriction on the use of Land

Schedule of Lots etc Affected

Lots Burdened	Lots, Name of Road, or Authority Benefited:
Lots 35 to 42 inclusive	Each other of Lots 35 to 42 inclusive

PART 2

1. Terms of Positive Covenant Firstly referred to the Abovementioned Plan:
The proprietors of the lots burdened will at all times comply with the provisions of Memorandum 7278751V for maintenance of the Waterways.
2. Terms of Easement Secondly referred to the Abovementioned Plan:
An Easement for Maintenance set out in Memorandum 7278751V.



DP1040901

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

(Sheet 5 of ¹⁰ Sheets)

PART 2 contd.

3. Terms of Positive Covenant Thirdly referred to the Abovementioned Plan:

- (a) The proprietor of the lot burdened shall be responsible for the maintenance of that part of the road reserve immediately in front of the lot burdened, between the road frontage boundary and the concrete layback kerb bordering the road pavement. For this purpose, 'maintenance' refers to any garden wall and all soft landscaping works, ie, trees, shrubs and lawns, and underground irrigation systems. The proprietor of the lot burdened shall ensure that such maintenance is carried out in such a way as to conform with the landscaping theme, principles and plant types established within the street. The cost of the said maintenance shall not devolve to Hastings Council.
- (b) The proprietor of the lot burdened shall ensure that all stormwater drainage from the lot burdened is directed to the underground drainage pits installed in the road reserve, and shall not cut into or alter in any way whatsoever any lay back kerb bordering the road carriageway.

4. Terms of Restriction on the use of Land Fourthly referred to the Abovementioned Plan:

No fence, retaining wall or structure of any description whatsoever shall be erected or be permitted to remain erected and no plantation or vegetation shall be permitted to grow higher than one-half metre on each lot burdened within that part of the lot burdened shown (A) on the Abovementioned Plan. However, this restriction shall not prevent the construction of a boat ramp, jetty, wharf or pontoon with the consent of Hastings Council.

5. Terms of Restriction on the use of Land Fifthly referred to the Abovementioned Plan :

- (a) No fence or structure of any description whatsoever shall be erected or be permitted to remain erected and no plantation or vegetation shall be permitted to grow higher than one-half metre on each lot burdened within a distance of 10.7 metres from the rear boundary of such lot. However, this restriction shall not prevent the construction of a boat ramp, jetty, wharf or pontoon with the consent of Hastings Council.
- (b) No buildings of any description whatsoever shall be erected or permitted to remain erected within a distance of 13.2 metres from the rear boundary of the lot burdened.



DP1040901

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

(Sheet 6 of ¹⁰ Sheets)

PART 2 contd.

6. Terms of Restriction on the use of Land Sixthly referred to the Abovementioned Plan:

No jetty or floating pontoon will be permitted upon the lots burdened or within the immediately adjacent Drainage Reserve between the points 'S' and 'T' on the common boundary with the Drainage Reserve.

7. Terms of Restriction on the use of Land Seventhly referred to the Abovementioned Plan:

No boat ramp, jetty or floating pontoon will be permitted upon the lot burdened or within the immediately adjacent Drainage Reserve between the points 'U' and 'V' on the common boundary with the Drainage Reserve.

8. Terms of Restriction on the use of Land Eighthly referred to the Abovementioned Plan:

No jetty or floating pontoon the design of which requires the driving or jetting of piles will be permitted upon the lot burdened or within the immediately adjacent Drainage Reserve between the points 'V' and 'W' on the common boundary with the Drainage Reserve.

9. Terms of Restriction on the use of Land Ninthly referred to the Abovementioned Plan:

- (a) No building of any description whatsoever shall be erected or permitted to remain erected on the lot burdened or any part of it UNLESS it is erected in accordance with the scheme of development general standards of design and planning for 'Settlement Shores' as set out in Memorandum 8132183Y.
- (b) No building shall be erected or altered or permitted to remain erected or altered on the lot burdened or any part of it UNLESS at the time it is erected or altered it is wholly constructed of new and/or substantially new materials.
- (c) No main building shall be erected or permitted to remain erected on the lot burdened or any part of it UNLESS such main building has a floor area greater than or equal to 150 square metres. Such square metre area shall not include any garage or other ancillary building or a courtyard.
- (d) No fence shall be erected or permitted to remain erected on any part of the lot burdened or on any of its boundaries, to divide it from any adjoining lot or from any road or waterway unless such fence shall be erected without any cost to Port Shores Pty Ltd ACN 001 559 708.

DP1040901

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT, 1919**

(Sheet 7 of ¹⁰ Sheets)

PART 2 contd.

- (e) Not more than one main building shall be erected or permitted to remain erected on the lot burdened and such main building shall comprise only one single dwelling house suitable for the occupation of one family.
10. Terms of Restriction on the use of Land Tenthly referred to the Abovementioned Plan:
- (a) No building of any description whatsoever shall be erected or permitted to remain erected on the lot burdened or any part of it UNLESS it is erected in accordance with the scheme of development general standards of design and planning for 'Settlement Shores' as set out in Memorandum 8132183Y.
- (b) No building shall be erected or altered or permitted to remain erected or altered on the lot burdened or any part of it UNLESS at the time it is erected or altered it is wholly constructed of new and/or substantially new materials.
- (c) No main building shall be erected or permitted to remain erected on the lot burdened or any part of it UNLESS such main building has a floor area greater than or equal to 150 square metres exclusive of any garage or other ancillary building or a courtyard.
- (d) No fence shall be erected or permitted to remain erected on any part of the lot burdened or on any of its boundaries, to divide it from any adjoining lot or from any road or waterway unless such fence shall be erected without any cost to Port Shores Pty Ltd ACN 001 559 708.
- (e) Not more than one main building shall be erected or permitted to remain erected on the lot burdened and such main building shall comprise only one single dwelling house suitable for the occupation of one family PROVIDED HOWEVER a building containing two dwellings each suitable for the occupation of one family (eg, a duplex or dual occupancy) may be erected on the lot burdened BUT ONLY in the following circumstances:
- (i) Prior to submission to Hastings Council detailed building plans and specifications of any intended building or structural alterations prepared by a qualified architect shall be submitted to Port Shores Pty Ltd ACN 001 559 708 ("Port Shores") and approval in writing of Port Shores shall be obtained. Port Shores shall have absolute discretion to refuse approval or to give approval subject to conditions, without being obliged to furnish reasons for its decision.



DP1040901

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

(Sheet 8 of ¹⁰ Sheets)

PART 2 contd.

- (ii) The two dwellings must co-joined within a building which when viewed from the street must not give the appearance of one of the dwellings being a 'mirror reverse image' of the other dwelling.
- (iii) The two dwellings must share a single driveway entry to the street and suitable landscaping must be provided between the front boundary and the building to ensure effective screening of the building including garages when viewed from the street.
- (iv) The lot burdened shall not be subdivided except by strata title subdivision.

In respect of the restrictions in this clause 10(e), Port Shores shall not unreasonably withhold its approval. It shall be reasonable for Port Shores to withhold its approval if the works proposed to be carried out and constructed on the lot burdened or any part of the lot burdened are inconsistent with the scheme of development general standards of design and planning set out in Memorandum 8132183Y insofar as they apply to a duplex or dual occupancy construction.

11. Terms of Restriction on the use of land Eleventhly referred to in the Abovementioned Plan:

No jetty pontoon or mooring erected or installed on the lot burdened or within the adjacent Drainage Reserve shall be used to moor park stand or rest any commercial vessel. For the purpose of this clause "commercial vessel" shall include any boat, trawler, punt, barge or other vessel designed for use for or capable of being used at any time for any commercial purpose including fishing for reward whether on a permanent or temporary basis.

Name of person, power or authority empowered to vary or modify Restriction on the use of Land Ninthly, Tenthly and Eleventhly referred to in Abovementioned Plan :

Port Shores Pty Ltd.

DP1040901

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

(Sheet 9 of ¹⁰9 Sheets)

In this instrument:

- (i) Unless repugnant to the context words importing any particular gender shall include all other genders and words importing singular number shall include the plural and vice versa.
- (ii) If there is more than one person responsible under this instrument as the registered proprietor the liability of all such persons shall be both joint and several.
- (iii) Reference to the registered proprietor means the registered proprietor from time to time of the lot burdened.

THE COMMON SEAL of PORT
SHORES PTY LIMITED was hereunto
affixed by authority of a resolution of the
Directors in the presence of)
)
)
)





Director



Secretary

Suncorp-Metway Limited
ACN 010 831 722
By its duly constituted
attorney under Power
of Attorney Book
3859 No. 372

Phillip Reginald Payne Level 1



Hastings Council


SYD4_88746_1 (W97)



SIGNATURE OF WITNESS

PORT SHORES - LINEN 2 - S.88B (22.1.02)

NAME OF WITNESS

ADDRESS : 
Suncorp Metway Place
Cnr Turbot - Albert Sts
Brisbane QLD 4000.

DP1040901

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

(Sheet 10 of 10 Sheets)

THE COMMON SEAL of
IMA SECURITIES LIMITED
ACN 083 879 645 was hereunto affixed by
authority of a resolution of the Directors in
the presence of

)
)
)
)



Director

Secretary



Form: 12PV
Release: 3.4
www.lpma.nsw.gov.au

APPLICATION FOR REPLACEMENT CERTIFICATE OF TITLE



AG138862U

New South Wales
s111 Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) CERTIFICATE OF TITLE	CP/SP6963B		
(B) LODGED BY	Document Collection Box 106G	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: 123843H ESPRECQ PROPERTY SERVICES DX 885 SYDNEY 02 9210 0993 Reference: FLINTOFF - 20359141	CODE PV
(C) REGISTERED PROPRIETOR	MELISSA WATSON AND GARY WATSON AND MATTHEW ARNOLD MITCHELL The Owners - Strata Plan NO. 69638 <i>MC</i>		
(D) APPLICANT	GARY WATSON		

- (E) The certificate of title referred to above has been—
 mislaid destroyed stolen damaged or defaced.
- (F) The applicant—
 is a private person who is a registered proprietor of the land in the certificate of title.
 is a corporation which is a registered proprietor of the land in the certificate of title.
 is a lending institution having a registered first mortgage over the land in the certificate of title.
 had custody of the certificate of title at the time it was mislaid, destroyed, etc, and is—
 a lending institution not having a registered first mortgage over the land in the certificate of title.
 a trustee institution.
 a legal practitioner.
 a licensed conveyancer.
 [If other, specify]: _____

The applicant hereby consents to the Land and Property Management Authority (LPMA) contacting the relevant issuing authorities to validate any supporting evidence lodged with this application and applies for replacement of the certificate of title referred to above.

DATE 9/03/2011

(G) Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Signature:

Signatory's name: MARK COLLETT
 Signatory's capacity: SOLICITOR

RELODGED
30 MAR 2011
TIME: 3:30

Witness please note: You may be contacted by the Land and Property Management Authority to verify the signing.

WARNING! SEVERE PENALTIES MAY BE IMPOSED FOR LODGING A FALSE APPLICATION.

**STATUTORY DECLARATION OF
MATTHEW ARNOLD MITCHELL**

STATUTORY DECLARATION

I Matthew Arnold Mitchell do solemnly and sincerely declare as follows:

1. I am the registered proprietor of the property situated at and known as 1/20 McInherney Close, Port Macquarie, being the whole of the land in Certificate of Title 1/SP69638.
2. My property is Lot 1 in Strata Plan 69638. The Common Property in the strata scheme based on Strata Plan 69638 is represented by the Common Property Certificate of Title CP/SP69638.
3. I am unable to locate the Common Property Certificate of Title CP/SP69638 and believe that it is lost.
4. I have made a thorough search of my home. I have caused my solicitor and accountant to make a thorough search. I have caused my Bank to conduct a search. The Common Property Certificate of Title has not been found.
5. I have contacted the owners of Lot 2 in Strata Plan 69638 who I am advised conducted a thorough search. The Common Property Certificate of Title has not been found.
6. The original developer of the property has conducted a thorough search of their records. They do not have the Common Property Certificate of Title and do not know its' location.
7. The solicitor for the original purchaser of Lots 1 and 2 in Strata Plan 69638 has been contacted and they have conducted a thorough search of their records. They do not have the Common Property Certificate of Title and do not know its' location.
8. The Certificate of Title is not held by any person or corporation as security for a loan or for any other purpose whatsoever.
9. I am the owner of Lot ¹ in the Strata Plan 69638. The strata scheme based on Strata Plan 69638 is represented by the Common Property Certificate of Title CP/SP69638.
10. The Common Property Certificate of Title has been lost under circumstances for which there is no apparent explanation. Despite my enquiries no one is aware of when and where the Common Property Certificate of Title was last seen. No one has had access to the Common Property Certificate of Title and my conclusion as to the reason for the loss is that it was lost early on in the chain of custody as the banks did not require the certificate for settlement on the Lots 1 and 2 of the Strata Plan 69638 as the original Certificates of Title in relation to the specific lots are more important and have never gone missing themselves.

11. I have never been bankrupt or insolvent and have not assigned my estate for the benefit of creditors.
12. Annexed and marked 'A' is a true copy of the current rate notice for the land to which the folio identifier relates.

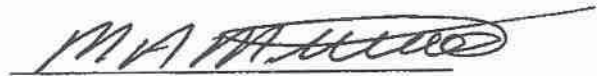
AND I MAKE this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

SUBSCRIBED AND DECLARED

by Matthew Arnold Mitchell

this 24 day of February 2011

Before me:



Solicitor/Justice of the Peace

Michael O'Kane.

Five Dock NSW



**PORT MACQUARIE
 — HASTINGS**

Post Office Box 84, Port Macquarie 2444
 council@pmhc.nsw.gov.au
 Phone (02) 6581 8111 . Fax (02) 6581 8123
 Mon - Fri 8.30am - 4.30pm
 Offices: Burrawan Street, Port Macquarie
 9 Laurie Street, Laurieton . High Street, Wauchope

A.B.N. 11 236 901 601

**SECOND
 INSTALMENT NOTICE**

ASSESSMENT NUMBER	3348448
RATE NOTICE PERIOD	1 JULY 2010 TO 30 JUNE 2011
RATE CATEGORY	RESIDENTIAL
ISSUE DATE	25/10/2010
DUE DATE	30/11/2010

A

PORT MACQUARIE NSW 2444

Description and Location of Property
 1/20 McInherney Close PORT MACQUARIE NSW 2444
 1/SP69638

You can register to receive rate and instalment notices via email.
 To register, visit www.pmhc.nsw.gov.au/emailmyrates

Particulars of Rates and Charges

Amount Due

THE SECOND INSTALMENT IS DUE FOR PAYMENT ON OR BEFORE 30/11/2010	
OVERDUE RATES & CHARGES TO 13/10/2010	\$673.60
SECOND INSTALMENT AMOUNT	\$696.00

Payments made since 13/10/2010 are not included on this notice.

THE ARREARS PORTION OF THIS ACCOUNT IS ACCRUING DAILY INTEREST PENALTIES AT 9% P.A. AND MAY BE SUBJECT TO LEGAL PROCEEDINGS.

AMOUNT DUE	\$1,369.60
-------------------	-------------------



Billor Code: 5066
 Ref: 3348448



*875 0634 00000000334844878

LOCKED BAG PAYMENT ADVICE SLIP

Port Macquarie-Hastings Council
 GPO Box 3784 Sydney NSW 2001

ASSESS. NO: 3348448

NAME: M A Mitchell

LOCATION: 1/20 McInherney Close PORT MACQUARIE NSW 2444

DUE DATE: 30/11/2010
AMOUNT DUE: \$1,369.60
INSTALMENT DUE: \$696.00

Credit

PORT MACQUARIE-HASTINGS COUNCIL

Please enclose cheque or money order with the Locked Bag.
 Payment Advice Slip and send to Council at the above address.
 Do not attach cheque or money with staples or pins.

Date

Cheque or Money Order Details Drawer	Bank	Branch	\$
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⑈00000003348448

⑈00000003348448⑈

5 2 12

**STATUTORY DECLARATION OF
MELISSA WATSON AND GARRY WATSON**

Flintoff Lawyers
Colonial Arcade
Suite 50, 25-27 Hay Street
Port Macquarie NSW 2444
DX 7443 Port Macquarie
(02) 6583 7949
(02) 6583 7469
Ref: TF:MC:1001453

STATUTORY DECLARATION

We Melissa Watson and Garry Watson do solemnly and sincerely declare as follows:

1. We are the registered proprietors of the property situated at and known as 2/20 McInherney Close, Port Macquarie, being the whole of the land in Certificate of Title 2/SP69638.
2. Our property is Lot 2 in Strata Plan 69638. The Common Property in the strata scheme based on Strata Plan 69638 is represented by the Common Property Certificate of Title CP/SP69638.
3. We are unable to locate the Common Property Certificate of Title CP/SP69638 and believe that it is lost.
4. We have made a thorough search of our home. We have caused our solicitors and accountants to make a thorough search. We have caused our Bank to conduct a search. The Common Property Certificate of Title has not been found.
5. We have contacted the owners of Lot 1 in Strata Plan 69638 who we are advised conducted a thorough search. The Common Property Certificate of Title has not been found.
6. We have contacted the original developer of the property and they have conducted a thorough search of their records. They do not have the Common Property Certificate of Title and do not know its' location.
7. We have contacted the solicitor for the original purchaser of Lots 1 and 2 in Strata Plan 69638 and they have conducted a thorough search of their records. They do not have the Common Property Certificate of Title and do not know its' location.
8. The Certificate of Title is not held by any person or corporation as security for a loan or for any other purpose whatsoever.
9. We are the owners of Lot 2 in the Strata Plan 69638. The strata scheme based on Strata Plan 69638 is represented by the Common Property Certificate of Title CP/SP69638.
10. The Common Property Certificate of Title has been lost under circumstances for which there is no apparent explanation. Despite our enquiries no one is aware of when and where the Common Property Certificate of Title was last seen. No one has had access to the Common Property Certificate of Title and our conclusion as to the reason for the loss is that it was lost early on in the chain of custody as the banks did not require the certificate for settlement on the Lots 1 and 2 of the Strata Plan 69638 as the original Certificates of Title in relation to the specific lots are more important and have never gone missing themselves.

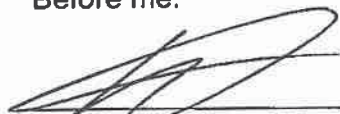


7 2 12

11. We have never been bankrupt or insolvent and have not assigned our estate for the benefit of creditors.
12. Annexed and marked 'A' is a true copy of the current rate notice for the land to which the folio identifier relates.

AND WE MAKE this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

SUBSCRIBED AND DECLARED
by Melissa Watson and Garry Watson
this 11th day of February 2011
Before me:


Solicitor/Justice of the Peace






PORT MACQUARIE
 — HASTINGS

PORT MACQUARIE-HASTINGS COUNCIL A.B.N. 11 236 901 601

Post Office Box 84, Port Macquarie 2444
 council@pmhc.nsw.gov.au
 Phone (02) 6581 8111 . Fax (02) 6581 8123
 Mon - Fri 8.30am - 4.30pm
 Offices: Burrawan Street, Port Macquarie
 9 Laurie Street, Laurieton . High Street, Wauchope

**THIRD
 INSTALMENT NOTICE**

ASSESSMENT NUMBER	3348455
RATE NOTICE PERIOD	1 JULY 2010 TO 30 JUNE 2011
RATE CATEGORY	RESIDENTIAL
ISSUE DATE	21/01/2011
DUE DATE	28/02/2011

u
 A

PORT MACQUARIE NSW 2444

018
 1009143

Description and Location of Property
 2/20 McInherney Close PORT MACQUARIE NSW. 2444
 2/SP69638

You can register to receive rate and instalment notices via email
 To register, visit www.pmhc.nsw.gov.au/emailmyrates

Particulars of Rates and Charges Amount Due

THE THIRD INSTALMENT IS DUE FOR PAYMENT ON OR BEFORE 28/02/2011

THIRD INSTALMENT AMOUNT \$696.00

This and the following page.....
 is certified as a true copy of
 the original document sighted by
 me on 11 FEBRUARY 2011

*paid: SPAY
 20-01-11
 \$696.00
 TB841741793*

Payments made since 12/01/2011 are not included on this notice.

AMOUNT DUE	\$696.00
------------	----------



Billers Code: 5066
 Ref: 3348455

POST billpay

*875 0634 00000000334845576

LOCKED BAG PAYMENT ADVICE SLIP

Port Macquarie-Hastings Council
 GPO Box 3784 Sydney NSW 2001

ASSESS. NO: 3348455

NAME: G W & M J Watson

LOCATION: 2/20 McInherney Close PORT MACQUARIE NSW 2444

Credit

PORT MACQUARIE-HASTINGS COUNCIL

Please enclose cheque or money order with the Locked Bag.
 Payment Advice Slip and send to Council at the above address.
 Do not attach cheque or money with staples or pins.

This is the document referred to as
 Annexure A in the ~~Statement~~ ^{Statement} Deeds
 of MELBA WATSON AND GORDY WATSON
 sworn/affirmed at Port Macquarie
 on 11 FEBRUARY 2011 before me

DUE DATE: 28/02/2011
 AMOUNT DUE: \$696.00
 INSTALMENT DUE: \$696.00

Date

Cheque or Money Order Details Drawer	Bank	Branch	\$
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9 of 12

00000003348455

00000003348455



PORT MACQUARIE
 — HASTINGS

PORT MACQUARIE-HASTINGS COUNCIL A.B.N. 11 236 901 601

Post Office Box 84, Port Macquarie 2444

council@pmhc.nsw.gov.au

Phone (02) 6581 8111 . Fax (02) 6581 8123

Mon - Fri 8.30am - 4.30pm

Offices: Burrawan Street, Port Macquarie
 9 Laurie Street, Laurieton . High Street, Wauchope

RATE NOTICE

ASSESSMENT NUMBER	3348455
RATE NOTICE PERIOD	1 JULY 2010 TO 30 JUNE 2011
RATE CATEGORY	RESIDENTIAL
ISSUE DATE	23/07/2010
DUE DATE	31/08/2010

PORT MACQUARIE NSW 2444

018
 1010583

You can register to receive rate and instalment notices via email
 To register, visit www.pmhc.nsw.gov.au/emailmyrates

Description and Location of Property
 2/20 McInherney Close PORT MACQUARIE NSW 2444
 2/SP69638

Particulars of Rates and Charges	Rateable Value	Cents in \$	Amount Due
Residential Rate (Defined Urban)	\$346,000	0.28596000	\$989.42
Residential Base Amount	1	438.55	\$438.55
Environmental Base Amount	1	18.45	\$18.45
Broadwater Special Rate	\$346,000	0.06418000	\$222.06
Annual Stormwater Charge	1	12.50	\$12.50
Waste Water Availability Charge	1	617.00	\$617.00
Waste Management Service Premium	1	489.00	\$489.00

This and the following... 0 page.....

is certified as a true copy of the original document sighted by me on 11 FEBRUARY 2011

*paid BMM
 14-08-10
 \$698.98
 X5736086213*

Payments made since 16/7/2010 are not included on this notice.

1st INSTALMENT	2nd INSTALMENT	3rd INSTALMENT	4th INSTALMENT
31/08/2010 \$698.98	30/11/2010 \$696.00	28/02/2011 \$696.00	31/05/2011 \$696.00

AMOUNT DUE	\$2,786.98
-------------------	-------------------

POST billpay



Billers Code: 5066
 Ref: 3348455

*875 0634 00000000334845576

LOCKED BAG PAYMENT ADVICE SLIP

Port Macquarie-Hastings Council
 GPO Box 3784 Sydney NSW 2001

ASSESS. NO: 3348455

DUE DATE: 31/08/2010

NAME: G W & M J Watson

TOTAL DUE: \$2,786.98

LOCATION: 2/20 McInherney Close PORT MACQUARIE NSW 2444
 INSTALMENT DUE: \$698.98

Credit

PORT MACQUARIE-HASTINGS COUNCIL

Please enclose cheque or money order with the Locked Bag.
 Payment Advice Slip and send to Council at the above address.
 Do not attach cheque or money with staples or pins.

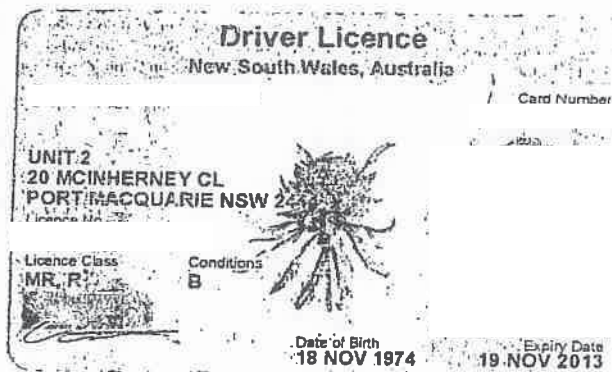
Date

Cheque or Money Order Details Drawer	Bank	Branch	\$
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10 of 12

⑈00000003348455

⑈000⑈634⑈0000000000⑈




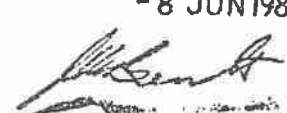
This and the following...⁰... page.....
is certified as a true copy of
the original document sighted by
me on 11 FEBRUARY 2011

REGISTER OF BIRTHS

	Male
Child	
Sex	
Age	
Place of birth	
Full name	
Sex	
Place of birth	
of	

I, Vernon Mark Bennett, Principal Registrar of Births, Deaths and Marriages, do hereby certify that this is a true copy of particulars recorded in a Register kept by me at the Registry of Births, Deaths and Marriages, Sydney, New South Wales, Australia.

- 8 JUN 1988



Principal Registrar

Sanitation

Date 3rd December, 1974

This and the following 0 page.....
is certified as a true copy of
the original document sighted by
me on 11 FEBRUARY 2011



ABN 11 236 901 601

PLANNING CERTIFICATE under Section 10.7 *Environmental Planning and Assessment Act 1979*

Lyndel Rose Conveyancing Pty Ltd
PO Box 1230
PORT MACQUARIE NSW 2444

Certificate number: 3567

Date of Issue: 12/09/2023

**Applicant's
reference:**

Certificate fee: \$53.00

Property Number: 40152

DESCRIPTION OF PROPERTY

Title: LOT: 2 SP: 69638

Property: Unit 2 20 McInherney Close PORT MACQUARIE NSW 2444

Land to which certificate relates

The land to which this certificate relates, being the lot described in the corresponding application, is shown in Council's records as being situated at the street or road address described above. The information contained in this certificate relates only to the lot described on this certificate. Where the street or road address comprises more than one lot in one or more deposited plans or strata plans, separate planning certificates for the other lots are obtainable upon application. Those certificates may contain different information than is contained in this certificate.

SECTION 10.7 SUBSECTION (2) DETAILS

In accordance with section 10.7 subsection (2) of the *Environmental Planning and Assessment Act 1979* and Schedule 4 of the *Environmental Planning and Assessment Regulation 2000*, at the date of this certificate the following information is provided in respect of the prescribed matters to be included in a planning certificate.

1. RELEVANT ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

Text and maps of Port Macquarie-Hastings Local Environmental Plan 2011 can be downloaded from the NSW Government website – <https://www.legislation.nsw.gov.au/#/view/EPI/2011/84>

(1) THE FOLLOWING ENVIRONMENTAL PLANNING INSTRUMENTS APPLY TO THE LAND:

(a) Local Environmental Plan:

Port Macquarie-Hastings Local Environmental Plan 2011.

(b) State environmental policies that may apply to the land, subject to the provisions of those policies:

SEPP No. 33 - Hazardous and Offensive Development

SEPP No. 50 - Canal Estate Development

SEPP No. 55 - Remediation of Land

pmhc.nsw.gov.au

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

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SEPP No. 64 - Advertising and Signage
SEPP No. 65 Design Quality of Residential Apartment Development
SEPP (Building Sustainability Index: BASIX) 2004
SEPP (Educational Establishments and Child Care Facilities) 2017
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Infrastructure) 2007
SEPP (Koala Habitat Protection) 2020
SEPP (Koala Habitat Protection) 2021
SEPP (Mining, Petroleum Production and Extraction Industries) 2007
SEPP (Miscellaneous Consent Provisions) 2007
SEPP (Primary Production and Rural Development) 2019
SEPP (State and Regional Development) 2011
SEPP (State Significant Precincts) 2005
SEPP (Housing) 2021 (NSW)

(c) State environmental policies that apply to specific land, including the land to which this certificate relates:

SEPP (Coastal Management) 2018.
SEPP (Vegetation in Non-Rural Areas) 2017.

Any enquiries regarding State Environmental Planning Policies and Regional Environmental Plans should be directed to the Department of Planning on (02) 9228 6111 or see their Website – <http://www.planning.nsw.gov.au/>. The Policies and the Plans may be viewed and downloaded from the NSW Government website – <https://www.legislation.nsw.gov.au/#/browse/inForce/EPIS/S>

(2) RELEVANT PROPOSED ENVIRONMENTAL PLANNING INSTRUMENTS

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

Proposed SEPP – Environment – Refer [Planning NSW Policy and Legislation](#)

Improved the regulation of manufactured homes and estates, caravan parks and camping grounds – Refer [Planning NSW Policy and Legislation](#)

Draft amendment to State Environmental Planning Policy 44 – Koala Habitat Protection – Refer [Planning NSW Policy and Legislation](#)

Repeal of Operational SEPPs – Refer [Planning NSW Policy and Legislation](#)

There are no Council exhibited draft LEPs applicable.

(3) NAMES OF RELEVANT DEVELOPMENT CONTROL PLANS

The Development Control Plan that applies to the carrying out of development on the land and applies to all land within the Port Macquarie-Hastings Council area:

Port Macquarie-Hastings Development Control Plan 2013

The plan can be downloaded from Council's website – <http://www.pmhc.nsw.gov.au/dcp>

2. ZONING AND LAND USE UNDER RELEVANT LOCAL ENVIRONMENTAL PLANS

(a-e) The relevant zone, and associated development control provisions and minimum land dimensions for the erection of a dwelling-house under the above local environmental plan are:

ZONE R1 GENERAL RESIDENTIAL - the objectives of the zone are set out in Item 1 of the Land Use Table (refer to the LEP on the NSW Government website). In the following items development is:

Item 2. Permitted without consent - Home occupations.

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

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Item 3. Permitted with consent - Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4.

Item 4. Prohibited - Agriculture; Airstrips; Air transport facilities; Amusement centres; Animal boarding or training establishments; Backpackers accommodation; Boat building and repair facilities; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Electricity generating works; Entertainment facilities; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Local Distribution Premises; Marinas; Mooring pens; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers dwellings; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water storage facilities; Water treatment facilities; Wharf or boating facilities; Wholesale supplies.

The demolition of a building or work may be carried out only with consent. Note: If the demolition of a building or work is identified in an applicable environmental planning instrument, such as this Plan or State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, as exempt development, the Act enables it to be carried out without consent.

No minimum land area for the erection of a dwelling house in this Zone on the subject land is specified in the plan.

The above provisions relating to development permitted without or only with consent are subject to other provisions of the LEP.

Other provisions of the LEP which apply to the land:

There are no special provisions that apply.

- (f) **Does the land include or comprise 'critical habitat' under the provisions of an environmental planning instrument or proposed environmental planning instrument applying to the land?** No
- (g) **Is the land located within a conservation area under the provisions of an environmental planning instrument or proposed environmental planning instrument applying to the land?**
No.
- (h) **Is there a heritage item situated on the land under the provisions of an environmental planning instrument or proposed environmental planning instrument applying to the land?**
No.

3. COMPLYING DEVELOPMENT

Could complying development be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?

Yes.

Note: Where restrictions do not apply above and where the land is identified in this certificate as being a bushfire prone or flood control lot, refer to the special provisions for development under the Codes SEPP at www.legislation.nsw.gov.au.

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4, 4A Repealed

4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES

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

No.

5. MINE SUBSIDENCE

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

No.

6. ROAD WIDENING AND ROAD REALIGNMENT

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

- (a) Division 2 of Part 3 of the *Roads Act 1993*; or
- (b) any environmental planning instrument; or
- (c) any resolution of the council?

No - the land is not so affected.

7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES RESTRICTING DEVELOPMENT DUE TO RISKS OR HAZARDS

Is the land affected by a policy:

- (a) adopted by the Council; or
- (b) adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)?

There are no policies. However, refer to the information provided under section 10.7 subsection(5) below.

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

Is the land or part of the land subject to flood related development controls?

The land is (wholly or partly) within the flood planning area and subject to flood related development controls. Refer to cl 5.21 of the Port Macquarie-Hastings Local Environmental Plan 2011 and the Port Macquarie-Hastings Flood Policy.

The land is (wholly or partly) between the flood planning area and probable maximum flood. Refer to the Port Macquarie-Hastings Local Environmental Plan 2011 and the Port Macquarie-Hastings Flood Study.

8. LAND RESERVED FOR ACQUISITION

Does an environmental planning instrument or proposed environmental planning instrument or draft environmental planning instrument applying to the land provide for the acquisition of the land by a public authority, as referred to in section 27 of the *Act*?

No such provision applies.

9. NAMES OF RELEVANT CONTRIBUTION PLANS

Contributions Plans applying to the land:

(a) Apply to all land within the Port Macquarie-Hastings Council area:

- Port Macquarie-Hastings Contributions Plan 1993.
- Hastings S94 Major Council Roads Contributions Plans.
- Hastings S94 Administration Levy Contributions Plan.

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

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- *Port Macquarie-Hastings Community, Cultural and Emergency Services Contributions Plan 2005.*
- *Port Macquarie-Hastings Administration Building Contributions Plan 2007.*
- *Port Macquarie-Hastings Council S94A Levy Contributions Plan 2007*

(b) Apply to specific land, including the land to which this certificate applies:

Port Macquarie-Hastings Open Space Contributions Plan 2018.

9A. BIODIVERSITY CERTIFIED LAND

Is the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?
No.

10. BIODIVERSITY STEWARDSHIP SITES

Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, but only to the extent that Council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage.

No.

10A. NATIVE VEGETATION CLEARING SET ASIDES

Does the land contain a set aside area under section 60ZC of the *Local Land Services Act 2013*, but only to the extent that Council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)?

No.

11. BUSH FIRE PRONE LAND

Is the land bush fire prone land?

The land is not bush fire prone land as defined in the Act.

12. PROPERTY VEGETATION PLANS

Does a property vegetation plan approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) apply to the land? (but only to the extent that Council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

No.

13. TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Has an order been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land, but only to the extent that Council has been so notified of the order?

No.

14. DIRECTIONS UNDER PART 3A

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

No.

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

Under the provisions of the *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*, is there a valid site compatibility certificate (seniors housing), but only to the extent that Council has been so notified of the certificate, in respect of proposed development on the land?

No, there is no current Site Compatibility Certificate for this parcel.

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

Property: LOT: 2 SP: 69638, Unit 2 20 McInherney Close PORT MACQUARIE NSW 2444
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Is there a valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments) but only to the extent that Council has been so notified of the certificate, in respect of proposed development on the land?

No, there is no current Site Compatibility Certificate for this parcel.

17. **SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

Is there a valid site compatibility certificate (affordable rental housing), but only to the extent that Council has been so notified of the certificate, in respect of proposed development on the land?

No, there is no current Site Compatibility Certificate for this parcel.

18. **PAPER SUBDIVISION INFORMATION**

Is there an adopted development plan that applies to the land or that is proposed to be subject to a consent ballot?

No.

19. **SITE VERIFICATION CERTIFICATES**

Is there a current site verification certificate, but only to the extent that Council has been so notified of the certificate, in respect of the land?

No.

20. **LOOSE-FILL ASBESTOS INSULATION**

Is the land including any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) listed on the register that is required to be maintained under that Division, but only to the extent that Council has been so notified?

No.

21. **AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS**

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

No.

(2) (a) Is there any building product rectification order of which Council is aware is in force in respect of the land?

No.

(b) Is there any notice of intention to make a building product rectification order of which Council is aware has been given in respect of the land and is outstanding?

No.

(3) In this clause:
affected building notice has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.
building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

22. **MATTERS ARISING UNDER THE CONTAMINATED LAND MANAGEMENT ACT 1997**

The following matters are prescribed by section 59(2) of the *Contaminated Land Management Act 1997*:

(a) Is the land to which this certificate relates significantly contaminated land within the meaning of the *Contaminated Land Management Act 1997*?

No.

(b) Is the land to which this certificate relates subject to a management order within the meaning of the *Contaminated Land Management Act 1997*?

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

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No.

- (c) Is the land to which this certificate relates the subject of an approved voluntary management proposal within the meaning of the *Contaminated Land Management Act 1997*?

No.

- (d) Is the land to which the certificate relates subject to an ongoing maintenance order within the meaning of the *Contaminated Land Management Act 1997*?

No.

- (e) Is the land to which this certificate relates the subject of a site audit statement within the meaning of the *Contaminated Land Management Act 1997* that has been provided to Council?

No.

Note: If Council is otherwise aware of potential contamination of the land this will be noted under Item 7 of this Planning Certificate above.

INFORMATION PROVIDED PURSUANT TO SECTION 10.7 SUBSECTION (5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

The following additional information is furnished in respect of the land pursuant to subsection (5), and is subject to subsection (6).

A. PRESERVATION OF TREES OR VEGETATION

Broadly, provisions relating to the preservation of trees or vegetation on private land are contained within either:

- *State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017*
- Part 5A of the *Local Land Services Act 2013*.

B. GENERAL

Clause 7.1 Acid Sulfate Soils (Class 3) - Pursuant to S.10.7 subsection (5) of the Act, all of the subject land is shown as being Class 3 land on the acid sulfate soils map. Development consent is required for the carrying out of any works on the subject land being works more than 1 metre below the natural ground surface or works by which the watertable is likely to be lowered more than 1 metre below the natural ground surface.

Additional Flood Modelling

This property is located within an area where additional flood modelling has been undertaken. Further information can be obtained from Council's Environmental Projects Officer, Development & Environmental Division.

C. COASTAL HAZARDS

No, the land is not identified on the Coastal Erosion Risk Map of the Port Macquarie-Hastings Local Environmental Plan 2011.

*Issued by Authorised Officer
Port Macquarie-Hastings Council*

Please note: Council retains an electronic version of the original of this Certificate. Where this Certificate refers to information displayed on Council's website or the NSW Government website, it includes information displayed on those websites on the date this Certificate is issued, with the exception that it may not include information added or altered on those websites during the date of issue of this Certificate.

Port Macquarie-Hastings Council
PO Box 84
Port Macquarie
NSW Australia 2444
DX 7415
e council@pmhc.nsw.gov.au



ABN 11 236 901 601

6 September 2023

Refers to: 092.2023.00003568.001
Parcel No.: 40152

Lyndel Rose Conveyancing Pty Ltd
PO Box 1230
PORT MACQUARIE NSW 2444

lyndel@lyndelrose.com.au

Sewer Junction Diagram

Your Reference:	
Property Title:	LOT: 2 SP: 69638
Property Address:	2/20 McInherney Close PORT MACQUARIE 2444
Property Owner:	
Parcel Number:	40152

If you have enquiries regarding the attached diagram, please contact Customer Service on (02) 6581 8111 or email council@pmhc.nsw.gov.au.

Issued by Authorised Officer
Port Macquarie Hastings Council

pmhc.nsw.gov.au

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PORT MACQUARIE OFFICE
17 Burrawan Street, Port Macquarie NSW 2444
t 02 6581 8111 f 02 6581 8123

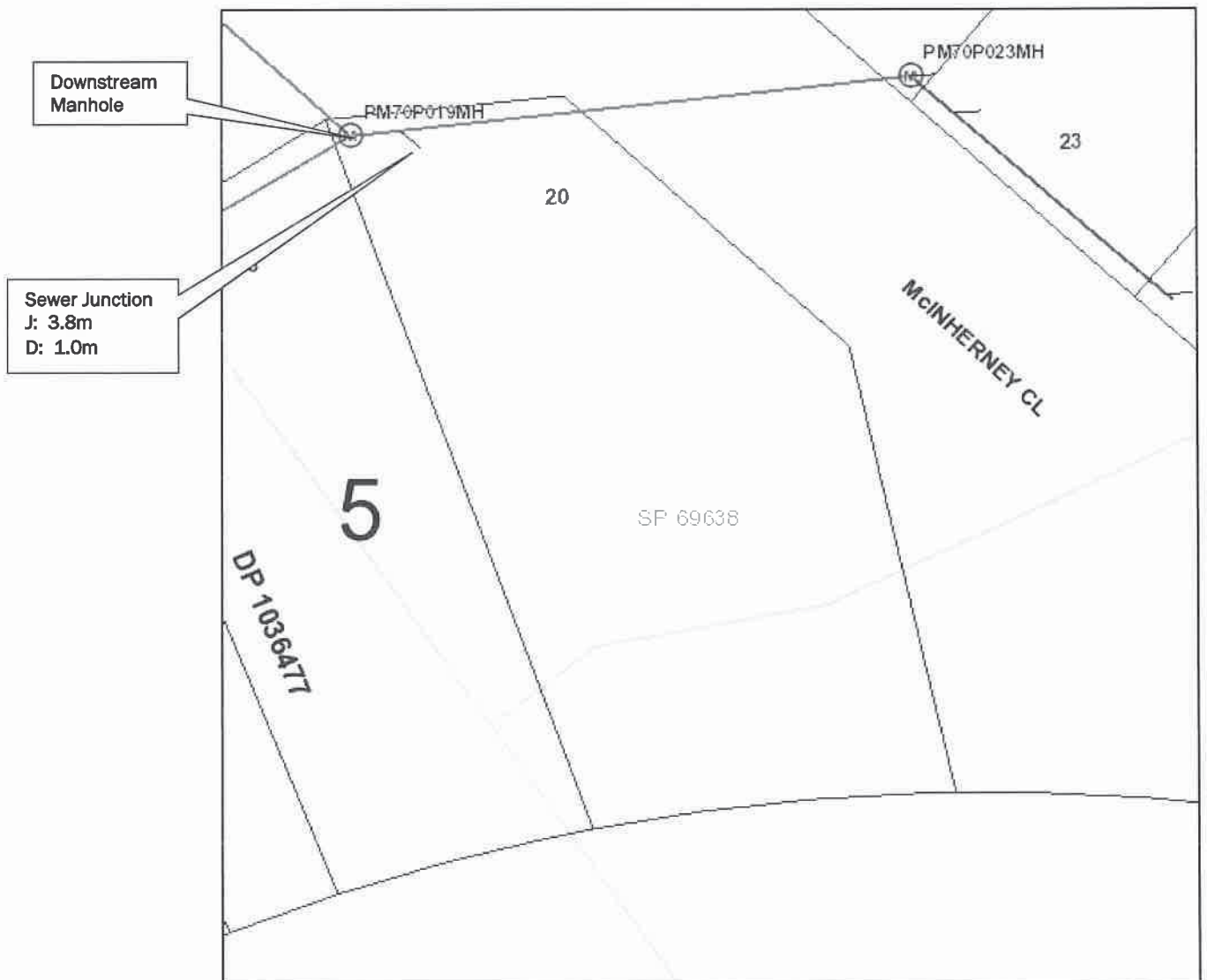
WAUCHOPE OFFICE
49 High Street, Wauchope NSW 2446
t 02 6589 6500

LAURIETON OFFICE
9 Laurie Street, Laurieton NSW 2443
t 02 6559 9958

SEWER CONNECTION

**Council accepts no responsibility
either in contract or tort (and
particularly in negligence) for any
errors or omissions or inaccuracies
whatsoever contained within or
arising from this information**

**2/20 McInherney Close PORT MACQUARIE 2444
PIN: 40152**



Port Macquarie-Hastings Council
PO Box 84
Port Macquarie
NSW Australia 2444
DX 7415
✉ council@pmhc.nsw.gov.au



ABN 11 236 901 601

19 October 2017

Refers to: TRIM D2017/260476

To Whom it May Concern

Conveyancing (Sale of Land) Regulation 2017 Schedule 1 2(a)

For the purposes of the above Regulation, Port Macquarie-Hastings Council is unable to make House Drainage Diagrams available in the ordinary course of administration. These documents should not be considered prescribed documents for a contract of sale of land within Council's local government area.

Yours sincerely

Matt Rogers
Director
Development & Environment

pmhc.nsw.gov.au

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PORT MACQUARIE OFFICE
17 Burrawan Street, Port Macquarie NSW 2444
t 02 6581 8111 f 02 6581 8123

WAUCHOPE OFFICE
49 High Street, Wauchope NSW 2446
t 02 6589 6500

LAURIETON OFFICE
9 Laurie Street, Laurieton NSW 2443
t 02 6559 9958

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	a986e46f
Property Address:	2/20 MCINHERNEY CLOSE PORT MACQUARIE
Date of Registration:	23 June 2016
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	in ground

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

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

Please remember:

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

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

This is NOT a Certificate of Compliance



NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D – Swimming Pools Act 1992

Pool No:	a986e46f
Property Address:	2/20 MCINHERNEY CLOSE PORT MACQUARIE
Expiry Date:	13 September 2026
Issuing Authority:	Leon Poltorasky - Registered Certifier - bdc2802

Complied with AS1926.1 (2012).

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

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

Classification 1a & 10h
 New or existing New

Determination

Notice is hereby given that your application for Final Occupation Certificate has been APPROVED.

The date of determination is 6 December 2002.

Attachments

Nil

Rights of Appeal

Under section 109K of the Environmental Planning and Assessment Act, you may appeal to the Land and Environment Court against the refusal by Council to issue the occupation certificate within 12 months from the date of this decision.

Certification

The Hastings Council certifies that:

- It has been appointed as the principal certifying authority under section 109E
- A development consent is in force with respect to the building
- A construction certificate has been issued with respect to the plans and specifications for the building
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia
- Where required a final fire safety certificate has been issued for the building
- Where required a report from the Commissioner of Fire Brigades has been considered

S Wilson
 DISTRICT ENVIRONMENTAL
 HEALTH & BUILDING SURVEYOR



Date of endorsement 10 December 2002

Certificate No. O2001/0732

Home Owners Warranty

certificate

of insurance

Hynam Pty Ltd
5 Dent Crescent
PORT MACQUARIE NSW 2444

FORM 1

HOME BUILDING ACT 1989

Section 92

Certificate In respect of Insurance

CONTRACT WORK

A contract of insurance complying with Section 92 of the Home Building Act 1989 has been issued by: Royal & Sun Alliance Insurance Australia ACN 005 297 807 ABN 48 005 297 807

In Respect Of: Unit/Duplex/Villa
At: Lot No: 42 Unit No: 2 House No:
McInemey Close
PORT MACQUARIE NSW 2444

Carried Out By: Jeffery Ian Polverino
ABN:

Subject to the Act and the Home Building Regulation 1997 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary.

Signed for and on behalf of the insurer:

AON  **HIA INSURANCE SERVICES**
Trade mark for the trade

HIA INSURANCE SERVICES P/L
ABN 84 076 460 967
An associated company of
Aon Risk Services Australia Ltd
PO Box 241
Ryde NSW 2112
Telephone (02) 9808 7222
Facsimile (02) 9808 7233
CLAIMS ENQUIRY LINE
1800 554 255

Certificate No: 223447
Owner's Copy
Issue Date 24/04/2002

Please note that Aon Risk Services Australia Ltd ABN 17 000 434 720 is arranging the insurance policy as agent of the insurer below.

They also act as agent of the insurer below and not as agent of the insured in dealing with or settling any claim.

Total includes Policy Fees, Stamp Duty and GST.

Insurer:

- Royal & Sun Alliance Insurance
Australia Ltd



Hastings Council
PO Box 84
Port Macquarie NSW 2444
DX 7415
Email: council@hastings.nsw.gov.au
Website: www.hastings.nsw.gov.au
Fax:
6581 8788



Our ref: 2002 / 10464
PN: 38800

BUILDING CERTIFICATE

Environmental Planning and Assessment Act 1979 - Section 149D

The Hastings Council CERTIFIES THAT in relation to the building or part identified below:

- a) There is no matter discernible by the exercise of reasonable care and skill that would entitle the council, under the Environmental Planning and Assessment Act 1979 or the Local Government Act 1993:
- (i) To order the building to be demolished, altered, added to or rebuilt, or
 - (ii) To take proceedings for an order or injunction requiring the building to be demolished, altered, added to or rebuilt, or
 - (iii) To take proceedings in relation to any encroachment by the building onto land vested in or under the control of the council, or
- b) There is such a matter but, in the circumstances, the council does not propose to make any such order or take any such proceedings.*

* See notes below

IDENTIFICATION OF BUILDING

Street: McINHERNEY CLOSE
Whole/part: WHOLE (UNITS 1 & 2)
Owner: HYNAM PTY LTD

PARTICULARS OF BUILDING

Classification of Building: 1a
Description of part: -

DATE OF INSPECTION

10 DECEMBER 2002

DESCRIPTION OF LAND

LOT 42 DP 1040901 20 MCINHERNEY CLOSE PORT MACQUARIE 2444

Parish: MACQUARIE

County: MACQUARIE

I:\HASTINGS\DOCUMENTS\DD\021\FROM\10000\021-2002-00010464-001\0001D0000BCERT.DOC

SCHEDULE

The following written information was used by Council in deciding to issue this Certificate:

DA2001/0732

SURVEY BY FRANK O'ROURKE & ASSOCIATES DATED 12 DECEMBER 2002

DATE OF CERTIFICATE

DATED THIS 18TH DAY OF DECEMBER 2002.


D Bulmer
SENIOR ENVIRONMENTAL
HEALTH & BUILDING SURVEYOR

Fee: \$140.00

Receipt No: 139655

APPLICANTS NAME: FRANK L O'ROURKE
ADDRESS: PO BOX 1387
PORT MACQUARIE 2444

NOTES: * This certificate operates to prevent the council:

- a) From making an order (or taking proceedings for the making of an order or injunction) under the Environmental Planning and Assessment Act 1979 or the Local Government Act 1993 requiring the building to be repaired, demolished, altered, added to or rebuilt, and
- b) From taking proceedings in relation to any encroachment by the building onto land vested in or under the control of the council,

In relation to matters existing or occurring before the date of issue of this certificate.

This certificate operates to prevent the council, for a period of 7 years from the date of issue of this certificate:

- a) From making an order (or taking proceedings for the making of an order or injunction) under the environmental Planning and Assessment Act 1979 or the Local Government Act 1993 requiring the building to be repaired, demolished, altered, added to or rebuilt, and
- b) From taking proceedings in relation to any encroachment by the building onto land vested in or under the control of the council, in relation to matters arising only from the deterioration of the building as a result solely of fair wear and tear.

However, this certificate does not operate to prevent the council:

- a) From making order No 6 in the Table to section 121B of the Environmental Planning and Assessment Act 1979, or
- b) From taking proceedings against any person under section 125 of the Environmental Planning and Assessment Act 1979 with respect to that person's failure:
 - (i) To obtain a development consent with respect to the erection or use of the building, or
 - (ii) To comply with the conditions of a development consent.

**PORT MACQUARIE-
HASTINGS COUNCIL**

PO Box 84
Port Macquarie
NSW Australia 2444
DX 7415

council@pmhc.nsw.gov.au
www.pmhc.nsw.gov.au

ABN 11 236 901 601



**PORT MACQUARIE
HASTINGS**

Our ref: 21/2012/85
PN: 37193

Jeff Collyer
PRD Nationwide
21 Horton Street
PORT MACQUARIE NSW 2444

BUILDING CERTIFICATE

Environmental Planning and Assessment Act 1979 - Section 149D

IDENTIFICATION OF BUILDING

Address: Lot: 40 DP: 1036477, Park Street PORT MACQUARIE
(Attached to Lot 1 DP 69638 1/20 McInherney Close PORT
MACQUARIE

Whole/part: Part

Description: Additions To Jetty

**Classification
of Building/s:** 10b

The premises were inspected on 21 November 2012 for the purpose of determining this certificate.

The Port Macquarie - Hastings Council CERTIFIES THAT in relation to the building or part identified above:

- a) There is no matter discernible by the exercise of reasonable care and skill that would entitle the council, under the Environmental Planning and Assessment Act 1979 (the Act) or the Local Government Act 1993:
- (i) To order the building to be demolished, altered, added to or rebuilt, or
 - (ii) To take proceedings for an order or injunction requiring the building to be demolished, altered, added to or rebuilt, or
 - (iii) To take proceedings in relation to any encroachment by the building onto land vested in or under the control of the council, or
- b) There is such a matter but, in the circumstances, the council does not propose to make any such order or take any such proceedings.

PORT MACQUARIE OFFICE
Corner Lord & Burrawan Streets
Telephone (02) 6581 8111
Facsimile (02) 6581 8123

WAUCHOPE OFFICE
High Street
Telephone (02) 6589 6500

LAURIETON OFFICE
9 Laurie Street
Telephone (02) 6559 9958

This certificate operates to prevent the council:

- a) From making an order (or taking proceedings for the making of an order or injunction) under the Environmental Planning and Assessment Act 1979 or the Local Government Act 1993 requiring the building to be repaired, demolished, altered, added to or rebuilt, and
- b) From taking proceedings in relation to any encroachment by the building onto land vested in or under the control of the council,

in relation to matters existing or occurring before the date of issue of this certificate.

This certificate operates to prevent the council, for a period of 7 years from the date of issue of this certificate:

- a) From making an order (or taking proceedings for the making of an order or injunction) under the Environmental Planning and Assessment Act 1979 or the Local Government Act 1993 requiring the building to be repaired, demolished, altered, added to or rebuilt, and
- b) From taking proceedings in relation to any encroachment by the building onto land vested in or under the control of the council,

in relation to matters arising only from the deterioration of the building as a result solely of fair wear and tear.

However, this certificate does not operate to prevent the council:

- a) From making order No 6 in the Table to section 121B of the Act, or
- b) From taking proceedings against any person under section 125 of the Act with respect to that person's failure:
 - (i) To obtain a development consent with respect to the erection or use of the building, or
 - (ii) To comply with the conditions of a development consent.



Kane Duke
Building Surveyor (Compliance)

DATE OF CERTIFICATE: 22 November 2012

PORT MACQUARIE-
HASTINGS COUNCIL

PO Box 84
Port Macquarie
NSW Australia 2444
DX 7415

council@pmhc.nsw.gov.au
www.pmhc.nsw.gov.au

ABN: 11 236 901 601



Our ref: 12.2016.48.1

PN: 40152

Final Occupation Certificate

*Issued under the Environmental Planning and Assessment Act, 1979
Section 109C (1) (c) and 109H*

Building Works Description	Swimming Pool
Property Description	LOT: 2 SP: 69638 2/20 McInherney Close PORT MACQUARIE
Applicant	[Redacted]
Construction Certificate no.	2016.48.1
Date of determination of Approval Certificate	27/06/2016
Principal Certifying Authority	Port Macquarie-Hastings Council
Accreditation Number / Certifying Officer	BPB 1478
Building details	
Whole or part Use	Whole Swimming Pool
Classification	10B
New or existing	New

PORT MACQUARIE OFFICE
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WAUCHOPE OFFICE
High Street
Telephone (02) 6585 1922

LAURIETON OFFICE
9 Laurie Street
Telephone (02) 6559 9958

Determination

Notice is hereby given that your application for a Final Occupation Certificate has been APPROVED.


Rights of Appeal

Under section 109K of the Environmental Planning and Assessment Act you may appeal to the Land And Environment Court against the refusal by Council to issue the occupation certificate.

Certification

The Port Macquarie-Hastings Council states the following:

- A current Development Consent or Complying Development Certificate is in force with respect to the building
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia
- If any building work has been carried out, a current Construction Certificate (or Complying Development Certificate) has been issued with respect to the plans and specifications for the building.
- A fire safety certificate has been issued for the building (if applicable).
- A report from the Fire Commissioner has been considered (if required).


Bernie Cheetham
Building Surveyor

Date of endorsement **27 June 2016**

Certificate No. 012.2016.00000048.001



Oxley Insurance Brokers

service is our policy

oib.com.au

Coffs Harbour 2450
PO Box 430
P: 6691 9000

Kempsey 2440
PO Box 74
P: 6563 7000

Port Macquarie 2444
PO Box 426
P: 6588 7600

Taree 2430
PO Box 644
P: 6539 3000

Forster 2428
PO Box 58
P: 6554 8666

The Owners Corporation
Strata Plan 69638
2/20 McInherney Close
PORT MACQUARIE NSW 2444

New Cover
TAX INVOICE

I0507080

Our Reference : OIB POR S9381 0551901/001

Date : 31.01.2023

Class : Strata Pack - EDI

Insurer : Hutch Underwriting Pty Ltd

Policy No. : HRS11002274

Period : 12.03.2023 to 12.03.2024

Premium	1,828.90
F&ES Levy	180.98
Underwriting Agency Fee	150.00
Stamp Duty	198.96
Broker Fee	182.89
Premium GST	215.97
Fee GST	18.29

GST Total 234.26

Total Amount A\$ 2,775.99

We confirm your instructions and advise cover has been arranged.

Insured : The Owners of Strata Plan 69638
Insured Location : 20 McInherney Close, Port Macquarie NSW 2444
Renewal For : Residential Strata Title Insurance

Your Broker is Andrew Webb

Phone: (02)6588 7611

Please forward your remittance to ensure cover. Please refer to your DUTY OF DISCLOSURE obligations & other important notices overleaf. Claims must be notified immediately as late notification may cause denial of liability in some instances. Unless we tell you otherwise in writing, we receive commission in addition to any broker fee mentioned above. Please ask us for any further information.



Billers Code: 96784
Reference: 005070800080



BSB: 082-182
Account: 717237956
Reference: 10507080
Pay via Internet Banking using this Bank Account and Reference.



Please detach and return this with your Remittance:
Oxley Insurance Brokers Pty Ltd
PO Box 426
PORT MACQUARIE NSW 2444

Telephone & Internet Banking - BPAY
Call your bank or financial institution to make this payment from your cheque or savings account



Visit www.oib.com.au to pay using your Visa or Mastercard.
Client Reference: OIBPORS9381
Invoice Reference: I0507080
A Surcharge of 1.5% applies for payments over \$750

Reference : OIB POR S9381 0551901/001
Invoice No : I0507080
Client Name : Strata Plan 69638
Broker : Andrew Webb
Date : 31.01.2023

RENEWALS - Must be paid by expiry date to ensure cover

NEW COVER OR ALTERATIONS - Strictly 14 Days

Total Amount A\$ 2,775.99



Oxley Insurance Brokers Pty Ltd
ABN 84 234 892 156 AFS Lic. 240561

Oxley Life Solutions Pty Ltd
ABN 14 108 128 721

Oxley Workers Compensation
Solutions Pty Ltd ABN 14 114 972 422

GENERAL ADVICE

CLIENT	INSURER	03.02.23
The Owners Corporation Strata Plan 69638 2/20 McInherney Close PORT MACQUARIE NSW 2444	Hutch Underwriting Pty Ltd L8, 11 York Street SYDNEY NSW 2000	

CLASS OF RISK	PERIOD OF INSURANCE
Strata Pack - EDI Policy No : HRS11002274	From: 12th March 2023 To : 4.00 pm on 12th March 2024 Our Ref : OIB POR S9381 0551901/001/01

GENERAL ADVICE WARNING

This is an important document. You should read it carefully and ensure that you understand it. If you do not understand or disagree with anything, do contact your Insurance Adviser. You may want to want to contact your Insurance Adviser if you change your mind about the insurance policy you want to buy. You have a minimum of 14 days (your insurer may allow you longer) to cancel your policy. You will find the details of the cooling-off period in your policy documents.

INSURED:

We confirm we have reviewed the Insurer's Target Market Determination (TMD) for this product and have assessed that you fall within the target market for this financial product. On the basis of our assessment, we consider that the product has therefore been issued to you consistently with the TMD provided by the Insurer. Please ask us if you would like a copy of the TMD.

In this instance we only provide a "general advice" service. This means that whilst we may generally recommend the products we distribute, we do not consider whether the product is appropriate for your own personal objectives, financial situation and needs in making the recommendation. You need to consider the appropriateness of any information (in particular any policy documentation and relevant Product Disclosure Statement) or general advice we give you, having regard to your personal situation, before acting on our advice or buying any product.

We will invoice you for the amount payable by you which will include base premium, government charges and broker fee. Our invoice is payable