

# Contract for the sale and purchase of land 2019 edition

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|--|--|---|
| <b>TERM</b>                                      | <b>MEANING OF TERM</b>   | <b>NSW DAN:</b>   |
| vendor's agent                                   | <b>Lorimer Estate Agents</b><br><b>Suite 12, Level 2/14-16 Suakin Street, Pymble, NSW 2073</b>   | <b>Phone: 0400 844 411</b><br><b>Ref: Matthew Lorimer</b>   |
| co-agent   |  |   |
| vendor   | <b>Irene Brown and Malcolm Robert Brown</b><br><b>51 Gloucester Avenue, West Pymble, NSW 2073</b>  |   |
| vendor's solicitor                               | <b>Penny Fraser Conveyancing</b><br><b>Suite 9, Level 1, 2 Redleaf Avenue, Wahroonga NSW 2076</b><br><b>PO Box 1071, Wahroonga NSW 2076</b>  | <b>Phone: 1300 663 713</b><br><b>Email: penny@pennyfraser.com.au</b><br><b>Fax: 1300 791 434</b><br><b>Ref: PF:201160</b> |
| date for completion                              | <b>42nd day after the contract date</b>  | (clause 15)   |
| land (address, plan details and title reference) | <b>51 Gloucester Avenue, West Pymble, New South Wales 2073</b><br><b>Registered Plan: Lot 265 Plan DP 222055</b><br><b>Folio Identifier 265/222055</b>   |   |
| improvements                                     | <input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies<br><input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space<br><input type="checkbox"/> none <input checked="" type="checkbox"/> other: swimming pool |   |
| attached copies                                  | <input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: X<br><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"/> plantation shutters <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove<br><input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> pool equipment<br><input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna<br><input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: garden shed, plants in pots, fridge, dryer & washing machine |
| exclusions            |   |
| purchaser             |   |
| purchaser's solicitor |   |
| price                 | \$  |
| deposit               | \$  |
| balance               | _____   |
|                       | \$  |
| contract date         | (if not stated, the date this contract was made)  |

buyer's agent

vendor

**GST AMOUNT** (optional)

The price includes  
GST of: \$

witness

**purchaser**    **JOINT TENANTS**    ☐ tenants in common    ☐ in unequal shares

witness

**Choices**Vendor agrees to accept a **deposit-bond** (clause 3)☒ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30) PEXA**Electronic transaction** (clause 30)☐ no ☒ YES

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

**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

☒ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an *GSTRW* payment  
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide further details)

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

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW* payment:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *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><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" 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 that is 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 checked="" 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 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 16 other document relevant to tenancies</p> <p><input type="checkbox"/> 17 licence benefiting the land</p> <p><input type="checkbox"/> 18 old system document</p> <p><input type="checkbox"/> 19 Crown purchase statement of account</p> <p><input type="checkbox"/> 20 building management statement</p> <p><input type="checkbox"/> 21 form of requisitions</p> <p><input type="checkbox"/> 22 <i>clearance certificate</i></p> <p><input type="checkbox"/> 23 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 24 insurance certificate</p> <p><input type="checkbox"/> 25 brochure or warning</p> <p><input type="checkbox"/> 26 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 27 certificate of compliance</p> <p><input checked="" type="checkbox"/> 28 evidence of registration</p> <p><input checked="" type="checkbox"/> 29 relevant occupation certificate</p> <p><input type="checkbox"/> 30 certificate of non-compliance</p> <p><input type="checkbox"/> 31 detailed reasons of non-compliance</p> | <p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 32 property certificate for strata common property</p> <p><input type="checkbox"/> 33 plan creating strata common property</p> <p><input type="checkbox"/> 34 strata by-laws</p> <p><input type="checkbox"/> 35 strata development contract or statement</p> <p><input type="checkbox"/> 36 strata management statement</p> <p><input type="checkbox"/> 37 strata renewal proposal</p> <p><input type="checkbox"/> 38 strata renewal plan</p> <p><input type="checkbox"/> 39 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 40 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 41 plan creating neighbourhood property</p> <p><input type="checkbox"/> 42 neighbourhood development contract</p> <p><input type="checkbox"/> 43 neighbourhood management statement</p> <p><input type="checkbox"/> 44 property certificate for precinct property</p> <p><input type="checkbox"/> 45 plan creating precinct property</p> <p><input type="checkbox"/> 46 precinct development contract</p> <p><input type="checkbox"/> 47 precinct management statement</p> <p><input type="checkbox"/> 48 property certificate for community property</p> <p><input type="checkbox"/> 49 plan creating community property</p> <p><input type="checkbox"/> 50 community development contract</p> <p><input type="checkbox"/> 51 community management statement</p> <p><input type="checkbox"/> 52 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 54 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 56 information certificate under Community Land Management Act 1989</p> <p><input type="checkbox"/> 57 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 58 other document relevant to the off the plan contract</p> <p><b>Other</b></p> <p><input type="checkbox"/> 59</p> |
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**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**

## SECTION 66W CERTIFICATE

I, \_\_\_\_\_ of \_\_\_\_\_,  
certify as follows:

1. I am a \_\_\_\_\_ currently licensed to practice in the State of New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **51 Gloucester Avenue, West Pymble**, between **Irene Brown and Malcolm Robert Brown** as vendor(s) and \_\_\_\_\_ as purchaser(s) in order that there is no cooling off period in relation to that contract;
3. I do not act for the vendor(s) and am not employed in the practice of a conveyancer or solicitor acting for the vendor(s), nor am I a member or employee of a firm of which a conveyancer or solicitor acting for the vendor(s) is a member or employee; and
4. I have explained to the purchaser(s):
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor(s).

Dated: \_\_\_\_\_

SIGNED: \_\_\_\_\_

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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| <b>APA Group</b><br><b>Australian Taxation Office</b><br><b>Council</b><br><b>County Council</b><br><b>Department of Planning, Industry and Environment</b><br><b>Department of Primary Industries</b><br><b>Electricity and gas</b><br><b>Land &amp; Housing Corporation</b><br><b>Local Land Services</b> | <b>NSW Department of Education</b><br><b>NSW Fair Trading</b><br><b>Owner of adjoining land</b><br><b>Privacy</b><br><b>Public Works Advisory</b><br><b>Subsidence Advisory NSW</b><br><b>Telecommunications</b><br><b>Transport for NSW</b><br><b>Water, sewerage or drainage authority</b> |
|---|--|

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

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

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

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

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

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

## 14 Adjustments

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

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- ### • Place for completion
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

## 18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

## 20 Miscellaneous

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

## 21 Time limits in these provisions

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

## **25 Qualified title, limited title and old system title**

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General or the registration copy of that document.

## **26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## **27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7* days after the contract date.
- 27.3 The vendor must apply for consent *within 7* days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7* days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42* days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30* days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

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

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
  - 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* serves notice of the refusal; and
  - 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
    - either *party* serving notice of the event happening;
    - every *party* who has the benefit of the provision serving notice waiving the provision; or
    - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
  - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
  - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
  - 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
  - 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
  - 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
    - bear equally any disbursements or fees; and
    - otherwise bear that *party's* own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
  - 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;   |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ECNL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |

### 31 Foreign Resident Capital Gains Withholding

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

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

51 Gloucester Avenue WEST PYMBLE NSW 2073

## **Special conditions**

**These are the special conditions to the contract for sale and purchase of land**

**BETWEEN**

**Irene Brown and Malcolm Robert Brown**

(Vendor)

And

(Purchaser)

### **33. Amendments to standard conditions**

The contract is amended as follows:

- (a) Clause 7.1.1 – delete 5% and insert “1%” in place thereof
- (b) Clause 14.4.2 is deleted
- (c) Condition 16.5 is amended by deleting the words “plus another 20% of that fee”
- (d) Clause 25 is deleted

### **34. Notice to complete**

- (a) In the event of either party failing to complete this contract within the time specified herein, then the other party shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.
- (b) If the vendor issues a notice to complete then the purchaser will pay the vendor's conveyancer's costs of preparing such notice to complete in the sum of three hundred and thirty dollars (\$330.00) by way of an adjustment at settlement. The parties acknowledge that payment of such sum is an essential term of the contract.

### **35. Death or incapacity**

Without in any manner negating limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included it is hereby agreed that if the purchaser (or where the purchaser consists of more than one person any one of such persons) prior to completion:

- (a) die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, then the vendor may rescind this contract by notice in writing served on the purchaser's conveyancer and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply;
- (b) being a company resolved to go into liquidation or have a petition for winding up presented or enters into any scheme or arrangement with its creditors under the corporations law, or should any liquidator, receiver or official manager be appointed in respect of the purchaser then the purchaser shall be deemed to be in default hereof.

### **36. Purchaser acknowledgements**

The purchaser acknowledges that they are purchasing the property:

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

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

**37. Whole Agreement**

The agreements, provisions, terms, conditions and warranties contained in this contract comprise the whole of the bargain between the parties hereto and the parties hereto expressly agree and declare that no further or other agreements, provisions, terms, conditions or warranties exist or apply.

**38. Delayed Completion**

If the purchase is not completed on the date appointed herein for settlement or the purchase price or any part thereof is not paid on its due date, the Purchaser shall on completion, in addition to the balance of the purchase money, pay interest on the balance of the purchase price from the said date to either the date of completion or payment or the date of termination (whichever first occurs) at the rate of ten per centum (10%) per annum PROVIDED THAT such interest shall not be payable during any period in which the vendor is in default of its obligations under this contract and any payment is without prejudice and in addition to any other legal remedy the vendor may have by reason of such default.

**39. Agent**

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

**40. Transfer not submitted (only applies where not a PEXA settlement)**

Without limiting the generality of clause 4.1, if the Transfer is not served within the time set in clause 4.1 then the purchaser must pay by way of adjustment on completion the vendor's conveyancer's legal fee in the sum of \$200.00 for preparing the Transfer with the Transferee being described in accordance with the description of the purchaser named herein.

**41. Foreign purchaser**

- (a) The purchaser warrants:
  - (i) That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
  - (ii) That the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.
- (b) In the event of there being a breach of this warranty, whether deliberately or unintentionally, the purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or costs which may be incurred by the vendor as a consequence thereof.
- (c) This warranty and indemnity shall not merge on completion.

**42. Vendor Disclosure**

The vendor discloses and the purchaser acknowledges that the vendors enclosed and enlarged the deck at the rear of the property to create the master bedroom without council approval. The purchaser shall not make any objection, requisition, claim for compensation, rescind, terminate or delay completion in respect of this matter raised herein and/or any non-compliance whatsoever.



FOLIO: 265/222055

-----

| SEARCH DATE | TIME    | EDITION NO | DATE     |
|-------------|---------|------------|----------|
| -----       | ----    | -----      | ----     |
| 1/6/2020    | 4:47 PM | 6          | 8/9/2018 |

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

LAND

----

LOT 265 IN DEPOSITED PLAN 222055  
AT WEST PYMBLE  
LOCAL GOVERNMENT AREA KU-RING-GAI  
PARISH OF GORDON COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP222055

FIRST SCHEDULE

-----

MALCOLM ROBERT BROWN  
IRENE BROWN  
AS JOINT TENANTS (T 7674310)

SECOND SCHEDULE (3 NOTIFICATIONS)

-----

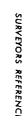
1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)  
2 C441699 COVENANT  
3 AB988693 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



(See Sheet 2)

Registered 6/22, 6, 64  
C.A. 64/15 of 13 6.04  
Title System: TORTUROS  
Purpose: Subdivision  
Ref. Map: Ph (Ins 78.8) #4  
Last Plan D.P. 28353

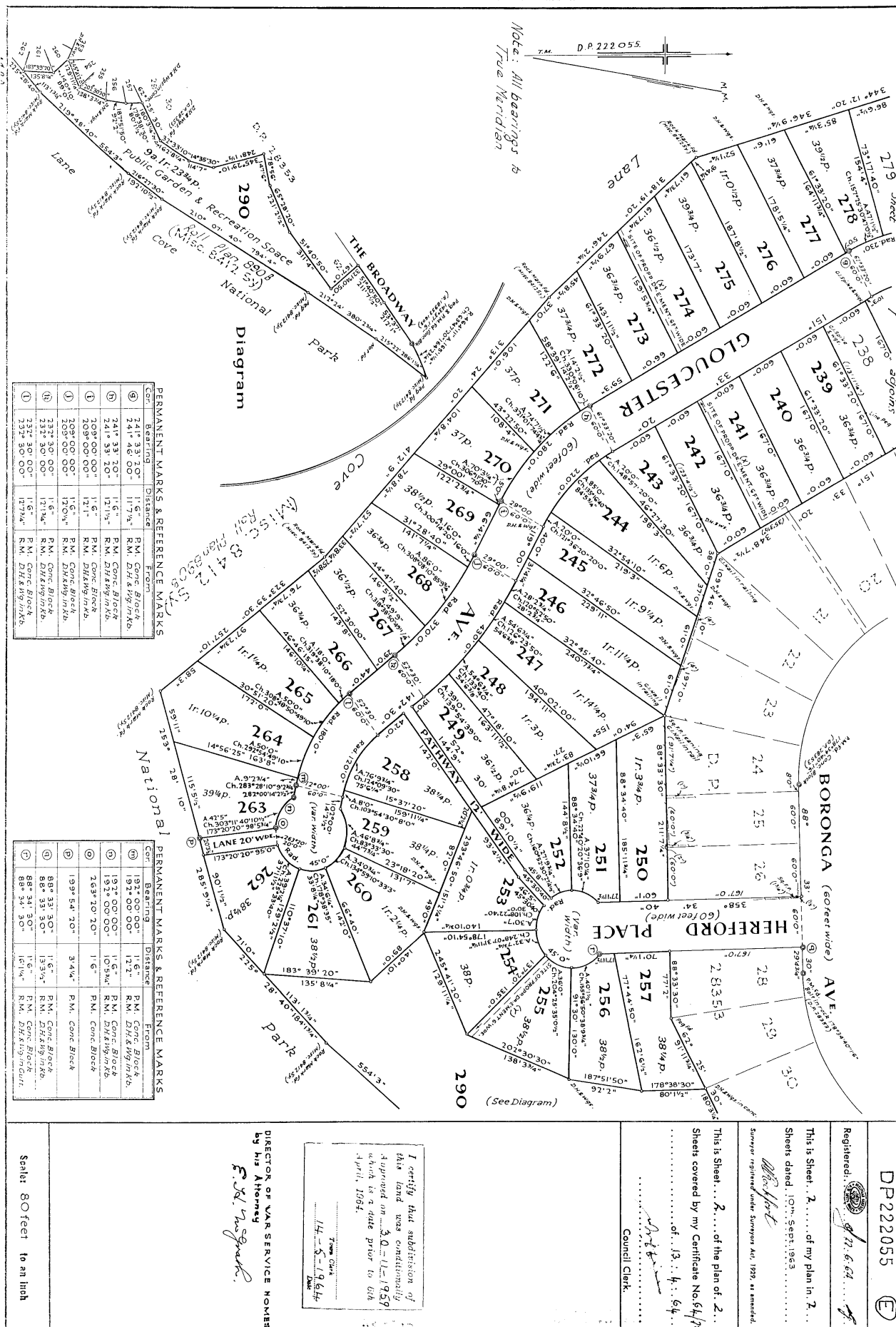
**PLAN OF**  
**Subdivision of**  
**Port. 61, 62, 63 & Lot 27,**  
**D.P. 38353.**

P.R. 43/115

[illegible]

It is intended to relocate Hereford Place, Gloucester Avenue, the Lanes 20 feet wide, and the Pathway 12 feet wide to the Public.

It is intended to create Drainage Easements in favour of the Council of the Municipality of Ku-ring-gai over the sites of proposed Easements twice within Lots 330, 324, as appurtenant to Borongra Ave. It is intended to create Drainage Easements 6 feet wide through Lot 274 as appurtenant to Gloucester Avenue, and through Lot 255 as appurtenant to Hereford Place.



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

OFFICE USE ONLY.

**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.**

**SIGNATURES AND SEALS ONLY.**

I certify that submission of  
this band was continuously  
documented on 30-11-1959  
and it is a date prior to 6th  
April, 1964.

*[Signature]*  
John Curt  
14-5-1964  
JMC

DIRECTOR OF WAR SERVICE HOMES  
By his Attorney.

I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for registration of plans), have been complied with by the applicant in relation to the proposed subdivision and new road(s) set out herein.

Subscription No. 64-725 Date 13-4-64  
Circuit Clerk [Signature]

Approved by Council,  
The Common Seal of The Council of the Municipality of Ky-Ring-Gai.....

was heretofore attached on.....13.4.64.....pursuant to a resolution  
of Council passed on.....6.4.64.....

Council Clerk.....

DEPT OF THE INTERIOR  
NEG. NO. 12838 N.S.W.

CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT  
SH 1/2 CONTD  
DP 222055

REGISTRAR GENERAL'S DEPARTMENT  
CP 222055 SH 2/2

|           |    |     |       |
|-----------|----|-----|-------|
| DP 222055 | SH | 2/2 | CONTD |
| CP 222055 | SH | 2/2 | CONTD |

|           |    |     |       |
|-----------|----|-----|-------|
| OP 222055 | SH | 2/2 | CONTD |
| AC RU     | P. | SA  | M     |

| FEET INCHES |    | METRES |      | FEET INCHES |    | METRES |      | FEET INCHES |    | METRES |      | FEET INCHES |    | METRES |      | FEET INCHES |    | METRES |      |
|-------------|----|--------|------|-------------|----|--------|------|-------------|----|--------|------|-------------|----|--------|------|-------------|----|--------|------|
| 1           | 1  | 0.03   | 0.08 | 1           | 1  | 0.03   | 0.08 | 1           | 1  | 0.03   | 0.08 | 1           | 1  | 0.03   | 0.08 | 1           | 1  | 0.03   | 0.08 |
| 2           | 2  | 0.06   | 0.15 | 2           | 2  | 0.06   | 0.15 | 2           | 2  | 0.06   | 0.15 | 2           | 2  | 0.06   | 0.15 | 2           | 2  | 0.06   | 0.15 |
| 3           | 3  | 0.09   | 0.23 | 3           | 3  | 0.09   | 0.23 | 3           | 3  | 0.09   | 0.23 | 3           | 3  | 0.09   | 0.23 | 3           | 3  | 0.09   | 0.23 |
| 4           | 4  | 0.12   | 0.30 | 4           | 4  | 0.12   | 0.30 | 4           | 4  | 0.12   | 0.30 | 4           | 4  | 0.12   | 0.30 | 4           | 4  | 0.12   | 0.30 |
| 5           | 5  | 0.15   | 0.38 | 5           | 5  | 0.15   | 0.38 | 5           | 5  | 0.15   | 0.38 | 5           | 5  | 0.15   | 0.38 | 5           | 5  | 0.15   | 0.38 |
| 6           | 6  | 0.18   | 0.46 | 6           | 6  | 0.18   | 0.46 | 6           | 6  | 0.18   | 0.46 | 6           | 6  | 0.18   | 0.46 | 6           | 6  | 0.18   | 0.46 |
| 7           | 7  | 0.21   | 0.53 | 7           | 7  | 0.21   | 0.53 | 7           | 7  | 0.21   | 0.53 | 7           | 7  | 0.21   | 0.53 | 7           | 7  | 0.21   | 0.53 |
| 8           | 8  | 0.24   | 0.61 | 8           | 8  | 0.24   | 0.61 | 8           | 8  | 0.24   | 0.61 | 8           | 8  | 0.24   | 0.61 | 8           | 8  | 0.24   | 0.61 |
| 9           | 9  | 0.27   | 0.69 | 9           | 9  | 0.27   | 0.69 | 9           | 9  | 0.27   | 0.69 | 9           | 9  | 0.27   | 0.69 | 9           | 9  | 0.27   | 0.69 |
| 10          | 10 | 0.30   | 0.76 | 10          | 10 | 0.30   | 0.76 | 10          | 10 | 0.30   | 0.76 | 10          | 10 | 0.30   | 0.76 | 10          | 10 | 0.30   | 0.76 |
| 11          | 11 | 0.33   | 0.84 | 11          | 11 | 0.33   | 0.84 | 11          | 11 | 0.33   | 0.84 | 11          | 11 | 0.33   | 0.84 | 11          | 11 | 0.33   | 0.84 |
| 12          | 12 | 0.36   | 0.91 | 12          | 12 | 0.36   | 0.91 | 12          | 12 | 0.36   | 0.91 | 12          | 12 | 0.36   | 0.91 | 12          | 12 | 0.36   | 0.91 |
| 13          | 13 | 0.39   | 0.99 | 13          | 13 | 0.39   | 0.99 | 13          | 13 | 0.39   | 0.99 | 13          | 13 | 0.39   | 0.99 | 13          | 13 | 0.39   | 0.99 |
| 14          | 14 | 0.42   | 1.07 | 14          | 14 | 0.42   | 1.07 | 14          | 14 | 0.42   | 1.07 | 14          | 14 | 0.42   | 1.07 | 14          | 14 | 0.42   | 1.07 |
| 15          | 15 | 0.45   | 1.14 | 15          | 15 | 0.45   | 1.14 | 15          | 15 | 0.45   | 1.14 | 15          | 15 | 0.45   | 1.14 | 15          | 15 | 0.45   | 1.14 |
| 16          | 16 | 0.48   | 1.22 | 16          | 16 | 0.48   | 1.22 | 16          | 16 | 0.48   | 1.22 | 16          | 16 | 0.48   | 1.22 | 16          | 16 | 0.48   | 1.22 |
| 17          | 17 | 0.51   | 1.30 | 17          | 17 | 0.51   | 1.30 | 17          | 17 | 0.51   | 1.30 | 17          | 17 | 0.51   | 1.30 | 17          | 17 | 0.51   | 1.30 |
| 18          | 18 | 0.54   | 1.38 | 18          | 18 | 0.54   | 1.38 | 18          | 18 | 0.54   | 1.38 | 18          | 18 | 0.54   | 1.38 | 18          | 18 | 0.54   | 1.38 |
| 19          | 19 | 0.57   | 1.46 | 19          | 19 | 0.57   | 1.46 | 19          | 19 | 0.57   | 1.46 | 19          | 19 | 0.57   | 1.46 | 19          | 19 | 0.57   | 1.46 |
| 20          | 20 | 0.60   | 1.52 | 20          | 20 | 0.60   | 1.52 | 20          | 20 | 0.60   | 1.52 | 20          | 20 | 0.60   | 1.52 | 20          | 20 | 0.60   | 1.52 |
| 21          | 21 | 0.63   | 1.60 | 21          | 21 | 0.63   | 1.60 | 21          | 21 | 0.63   | 1.60 | 21          | 21 | 0.63   | 1.60 | 21          | 21 | 0.63   | 1.60 |
| 22          | 22 | 0.66   | 1.68 | 22          | 22 | 0.66   | 1.68 | 22          | 22 | 0.66   | 1.68 | 22          | 22 | 0.66   | 1.68 | 22          | 22 | 0.66   | 1.68 |
| 23          | 23 | 0.69   | 1.76 | 23          | 23 | 0.69   | 1.76 | 23          | 23 | 0.69   | 1.76 | 23          | 23 | 0.69   | 1.76 | 23          | 23 | 0.69   | 1.76 |
| 24          | 24 | 0.72   | 1.84 | 24          | 24 | 0.72   | 1.84 | 24          | 24 | 0.72   | 1.84 | 24          | 24 | 0.72   | 1.84 | 24          | 24 | 0.72   | 1.84 |
| 25          | 25 | 0.75   | 1.91 | 25          | 25 | 0.75   | 1.91 | 25          | 25 | 0.75   | 1.91 | 25          | 25 | 0.75   | 1.91 | 25          | 25 | 0.75   | 1.91 |
| 26          | 26 | 0.78   | 2.00 | 26          | 26 | 0.78   | 2.00 | 26          | 26 | 0.78   | 2.00 | 26          | 26 | 0.78   | 2.00 | 26          | 26 | 0.78   | 2.00 |
| 27          | 27 | 0.81   | 2.07 | 27          | 27 | 0.81   | 2.07 | 27          | 27 | 0.81   | 2.07 | 27          | 27 | 0.81   | 2.07 | 27          | 27 | 0.81   | 2.07 |
| 28          | 28 | 0.84   | 2.15 | 28          | 28 | 0.84   | 2.15 | 28          | 28 | 0.84   | 2.15 | 28          | 28 | 0.84   | 2.15 | 28          | 28 | 0.84   | 2.15 |
| 29          | 29 | 0.87   | 2.23 | 29          | 29 | 0.87   | 2.23 | 29          | 29 | 0.87   | 2.23 | 29          | 29 | 0.87   | 2.23 | 29          | 29 | 0.87   | 2.23 |
| 30          | 30 | 0.90   | 2.30 | 30          | 30 | 0.90   | 2.30 | 30          | 30 | 0.90   | 2.30 | 30          | 30 | 0.90   | 2.30 | 30          | 30 | 0.90   | 2.30 |
| 31          | 31 | 0.93   | 2.37 | 31          | 31 | 0.93   | 2.37 | 31          | 31 | 0.93   | 2.37 | 31          | 31 | 0.93   | 2.37 | 31          | 31 | 0.93   | 2.37 |
| 32          | 32 | 0.96   | 2.44 | 32          | 32 | 0.96   | 2.44 | 32          | 32 | 0.96   | 2.44 | 32          | 32 | 0.96   | 2.44 | 32          | 32 | 0.96   | 2.44 |
| 33          | 33 | 0.99   | 2.52 | 33          | 33 | 0.99   | 2.52 | 33          | 33 | 0.99   | 2.52 | 33          | 33 | 0.99   | 2.52 | 33          | 33 | 0.99   | 2.52 |
| 34          | 34 | 1.02   | 2.60 | 34          | 34 | 1.02   | 2.60 | 34          | 34 | 1.02   | 2.60 | 34          | 34 | 1.02   | 2.60 | 34          | 34 | 1.02   | 2.60 |
| 35          | 35 | 1.05   | 2.68 | 35          | 35 | 1.05   | 2.68 | 35          | 35 | 1.05   | 2.68 | 35          | 35 | 1.05   | 2.68 | 35          | 35 | 1.05   | 2.68 |
| 36          | 36 | 1.08   | 2.75 | 36          | 36 | 1.08   | 2.75 | 36          | 36 | 1.08   | 2.75 | 36          | 36 | 1.08   | 2.75 | 36          | 36 | 1.08   | 2.75 |
| 37          | 37 | 1.11   | 2.83 | 37          | 37 | 1.11   | 2.83 | 37          | 37 | 1.11   | 2.83 | 37          | 37 | 1.11   | 2.83 | 37          | 37 | 1.11   | 2.83 |
| 38          | 38 | 1.14   | 2.91 | 38          | 38 | 1.14   | 2.91 | 38          | 38 | 1.14   | 2.91 | 38          | 38 | 1.14   | 2.91 | 38          | 38 | 1.14   | 2.91 |
| 39          | 39 | 1.17   | 3.00 | 39          | 39 | 1.17   | 3.00 | 39          | 39 | 1.17   | 3.00 | 39          | 39 | 1.17   | 3.00 | 39          | 39 | 1.17   | 3.00 |
| 40          | 40 | 1.20   | 3.08 | 40          | 40 | 1.20   | 3.08 | 40          | 40 | 1.20   | 3.08 | 40          | 40 | 1.20   | 3.08 | 40          | 40 | 1.20   | 3.08 |
| 41          | 41 | 1.23   | 3.16 | 41          | 41 | 1.23   | 3.16 | 41          | 41 | 1.23   | 3.16 | 41          | 41 | 1.23   | 3.16 | 41          | 41 | 1.23   | 3.16 |
| 42          | 42 | 1.26   | 3.24 | 42          | 42 | 1.26   | 3.24 | 42          | 42 | 1.26   | 3.24 | 42          | 42 | 1.26   | 3.24 | 42          | 42 | 1.26   | 3.24 |
| 43          | 43 | 1.29   | 3.32 | 43          | 43 | 1.29   | 3.32 | 43          | 43 | 1.29   | 3.32 | 43          | 43 | 1.29   | 3.32 | 43          | 43 | 1.29   | 3.32 |
| 44          | 44 | 1.32   | 3.40 | 44          | 44 | 1.32   | 3.40 | 44          | 44 | 1.32   | 3.40 | 44          | 44 | 1.32   | 3.40 | 44          | 44 | 1.32   | 3.40 |
| 45          | 45 | 1.35   | 3.48 | 45          | 45 | 1.35   | 3.48 | 45          | 45 | 1.35   | 3.48 | 45          | 45 | 1.35   | 3.48 | 45          | 45 | 1.35   | 3.48 |
| 46          | 46 | 1.38   | 3.56 | 46          | 46 | 1.38   | 3.56 | 46          | 46 | 1.38   | 3.56 | 46          | 46 | 1.38   | 3.56 | 46          | 46 | 1.38   | 3.56 |
| 47          | 47 | 1.41   | 3.64 | 47          | 47 | 1.41   | 3.64 | 47          | 47 | 1.41   | 3.64 | 47          | 47 | 1.41   | 3.64 | 47          | 47 | 1.41   | 3.64 |
| 48          | 48 | 1.44   | 3.72 | 48          | 48 | 1.44   | 3.72 | 48          | 48 | 1.44   | 3.72 | 48          | 48 | 1.44   | 3.72 | 48          | 48 | 1.44   | 3.72 |
| 49          | 49 | 1.47   | 3.80 | 49          | 49 | 1.47   | 3.80 | 49          | 49 | 1.47   | 3.80 | 49          | 49 | 1.47   | 3.80 | 49          | 49 | 1.47   | 3.80 |
| 50          | 50 | 1.50   | 3.88 | 50          | 50 | 1.50   | 3.88 | 50          | 50 | 1.50   | 3.88 | 50          | 50 | 1.50   | 3.88 | 50          | 50 | 1.50   | 3.88 |
| 51          | 51 | 1.53   | 3.96 | 51          | 51 | 1.53   | 3.96 | 51          | 51 | 1.53   | 3.96 | 51          | 51 | 1.53   | 3.96 | 51          | 51 | 1.53   | 3.96 |
| 52          | 52 | 1.56   | 4.04 | 52          | 52 | 1.56   | 4.04 | 52          | 52 | 1.56   | 4.04 | 52          | 52 | 1.56   | 4.04 | 52          | 52 | 1.56   | 4.04 |
| 53          | 53 | 1.59   | 4.12 | 53          | 53 | 1.59   | 4.12 | 53          | 53 | 1.59   | 4.12 | 53          | 53 | 1.59   | 4.12 | 53          | 53 | 1.59   | 4.12 |
| 54          | 54 | 1.62   | 4.20 | 54          | 54 | 1.62   | 4.20 | 54          | 54 | 1.62   | 4.20 | 54          | 54 | 1.62   | 4.20 | 54          | 54 | 1.62   | 4.20 |
| 55          | 55 | 1.65   | 4.28 | 55          | 55 | 1.65   | 4.28 | 55          | 55 | 1.65   | 4.28 | 55          | 55 | 1.65   | 4.28 | 55          | 55 | 1.65   | 4.28 |
| 56          | 56 | 1.68   | 4.36 | 56          | 56 | 1.68   | 4.36 | 56          | 56 | 1.68   | 4.36 | 56          | 56 | 1.68   | 4.36 | 56          | 56 | 1.68   | 4.36 |
| 57          | 57 | 1.71   | 4.44 | 57          | 57 | 1.71   | 4.44 | 57          | 57 | 1.71   | 4.44 | 57          | 57 | 1.71   | 4.44 | 57          | 57 | 1.71   | 4.44 |
| 58          | 58 | 1.74   | 4.52 | 58          | 58 | 1.74   | 4.52 | 58          | 58 | 1.74   | 4.52 | 58          | 58 | 1.74   | 4.52 | 58          | 58 | 1.74   | 4.52 |
| 59          | 59 | 1.77   | 4.60 | 59          | 59 | 1.77   | 4.60 | 59          | 59 | 1.77   | 4.60 | 59          | 59 | 1.77   | 4.60 | 59          | 59 | 1.77   | 4.60 |
| 60          | 60 | 1.80   | 4.68 | 60          | 60 | 1.80   | 4.68 | 60          | 60 | 1.80   | 4.68 | 60          | 60 | 1.80   | 4.68 | 60          | 60 | 1.80   | 4.68 |
| 61          | 61 | 1.83   | 4.76 | 61          | 61 | 1.83   | 4.76 | 61          | 61 | 1.83   | 4.76 | 61          | 61 | 1.83   | 4.76 | 61          | 61 | 1.83   | 4.76 |
| 62          | 62 | 1.86   | 4.84 | 62          | 62 | 1.86   | 4.84 | 62          | 62 | 1.86   | 4.84 | 62          | 62 | 1.86   | 4.84 | 62          | 62 | 1.86   | 4.84 |
| 63          | 63 | 1.89   | 4.92 | 63          | 63 | 1.89   | 4.92 | 63          | 63 | 1.89   | 4.92 | 63          | 63 | 1.89   | 4.92 | 63          | 63 | 1.89   | 4.92 |
| 64          | 64 | 1.92   | 5.00 | 64          | 64 | 1.92   | 5.00 | 64          | 64 | 1.92   | 5.00 | 64          | 64 | 1.92   | 5.00 | 64          | 64 | 1.92   | 5.00 |
| 65          | 65 | 1.95   | 5.08 | 65          | 65 | 1.95   | 5.08 | 65          | 65 | 1.95   | 5.08 | 65          | 65 | 1.95   | 5.08 | 65          | 65 | 1.95   | 5.08 |
| 66          | 66 | 1.98   | 5.16 | 66          | 66 | 1.98   | 5.16 | 66          | 66 | 1.98   | 5.16 | 66          | 66 | 1.98   | 5.16 | 66          | 66 | 1.98   | 5.16 |
| 67          | 67 | 2.01   | 5.24 | 67          | 67 | 2.01   | 5.24 | 67          | 67 | 2.01   | 5.24 | 67          | 67 | 2.01   | 5.24 | 67          | 67 | 2.01   | 5.24 |
| 68          | 68 | 2.04   | 5.32 | 68          | 68 | 2.04   | 5.32 | 68          | 68 | 2.04   | 5.32 | 68          | 68 | 2.04   | 5.32 | 68          | 68 | 2.04   | 5.32 |
| 69          | 69 | 2.07   | 5.40 | 69          | 69 | 2.07   | 5.40 | 69          | 69 | 2.07   | 5.40 | 69          | 69 | 2.07   | 5.40 | 69          | 69 | 2.07   | 5.40 |
| 70          | 70 | 2.10   | 5.48 | 70          | 70 | 2.10   | 5.48 | 70          | 70 | 2.10   | 5.48 | 70          | 70 | 2.10   | 5.48 | 70          | 70 | 2.10   | 5.48 |
| 71          | 71 | 2.13   | 5.56 | 71          | 71 | 2.13   | 5.56 | 71          | 71 | 2.13   | 5.56 | 71          | 71 | 2.13   | 5.56 | 71          | 71 | 2.13   | 5.56 |
| 72          | 72 | 2.16   | 5.64 | 72          | 72 | 2.16   | 5.64 | 72          | 72 | 2.16   | 5.64 | 72          | 72 | 2.16   | 5.64 | 72          | 72 | 2.16   | 5.64 |
| 73          | 73 | 2.19   | 5.72 | 73          | 73 | 2.19   | 5.72 | 73          | 73 | 2.19   | 5.72 | 73          | 73 | 2.19   | 5.72 | 73          | 73 | 2.19   | 5.72 |
| 74          | 74 | 2.22   | 5.80 | 74          | 74 | 2.22   | 5.80 | 74          | 74 | 2.22   | 5.80 | 74          | 74 | 2.22   | 5.80 | 74          | 74 | 2.22   | 5.80 |
| 75          | 75 | 2.25   | 5.88 | 75          | 75 | 2.25   | 5.88 | 75          | 75 | 2.25   | 5.88 | 75          | 75 | 2.25   | 5.88 | 75          | 75 | 2.25   | 5.88 |
| 76          | 76 | 2.28   | 5.96 | 76          | 76 | 2.2    |      |             |    |        |      |             |    |        |      |             |    |        |      |



N 3733 B

C441699

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

WE, CHRISTOPHER BOWES THISTLETHWAYTE of Gordon in the State of New South Wales Estate Manager WILLIAM LYLE PATISON and ALEXANDER PETRIE CAMPBELL and William Thomas French of same level in the said State Congregational Ministers both of Killara in the said State Congregational Ministers (herein called transferrors) being or entitled to be registered as the proprietors of an estate in fee simple in the land hereinafter described subject however to such encumbrances liens and interests as are notified hereunder in consideration of Ten shillings (10/-) (the receipt whereof is hereby acknowledged, paid to us by THE COUNCIL OF THE MUNICIPALITY OF KU-RING-GAI (herein called the Council) do hereby transfer to the said Council ALL such our estate and interest in ALL that the land shown in the schedule following :-

| COUNTY     | PARISH | STATE IF WHOLE OR PART | VOL.  | FOL. |
|------------|--------|------------------------|-------|------|
| Cumberland | Gordon | Whole                  | ✓3604 | ✓145 |
| "          | "      | Parts                  | ✓3650 | ✓106 |
| "          | "      | Parts                  | ✓4322 | ✓228 |
| "          | "      | Part                   | ✓2081 | ✓131 |
| "          | "      | Part                   | ✓2331 | ✓68  |
| "          | "      | Parts                  | ✓310  | ✓40  |
| "          | "      | Part                   | ✓310  | ✓39  |
| "          | "      | Parts                  | ✓2791 | ✓201 |
| "          | "      | Part                   | ✓4326 | ✓6   |
| "          | "      | Part                   | ✓2481 | ✓203 |
| "          | "      | Parts                  | ✓4091 | ✓214 |
| "          | "      | Part                   | ✓3516 | ✓210 |
| "          | "      | Parts                  | ✓310  | ✓33  |
| "          | "      | Parts                  | ✓310  | ✓31  |
| "          | "      | Part                   | ✓1115 | ✓78  |

Being the whole of the land edged green shown on the plan marked "A" annexed hereto and also the whole of the land edged green shown on the plan marked "B" annexed hereto excepting thereout so much thereof in the plan marked "B" as forms part of the land shown on the said plan as "Beaumont Road Closed Road Gaz. 3.3.33" and being part of the closed portion of Beaumont Road AND the Council hereby covenants with the Transferrors and their successors in title other than purchasers on sale that whilst and so long as the Transferrors and their successors in title other than purchasers on sale are registered as the proprietors of any land adjoining the lands hereby transferred (no fence shall be erected on any part of the lands hereby transferred so as to divide such part from any land of which at the time of erection the Transferrors or their successors in title other than purchasers on sale shall be the registered proprietors without the consent of the Transferrors or their said successors in title such consent shall not be withheld if any such fence is erected without expense to the Transferrors or their said successors in title And the lands to which the benefit of this

35 890 Roll Plan  
in Plan Room Vaults under C441699 - Filed as FP 33934  
Prints of Plans  
Plans of Original Plan  
of Plan A need

striction shall apply are the lands of the Transferrors which ad -  
join the lands hereby transferred. The lands subject to the burden  
of this restriction are the lands hereby transferred And this re-  
striction may be released varied or modified in respect of any  
part of the lands hereby transferred by and with the consent of  
the registered proprietor or proprietors for the time being of any  
land adjoining thereto.)

(And for the consideration hereinbefore expressed the Transferrors  
HEREBY COVENANT with the Council and its successors in title that  
no fence or fences shall be erected upon the lands of the Trans-  
ferrors adjoining the lands hereby transferred to divide the same  
or any part thereof from the lands hereby transferred or from any  
part thereof without the consent of the Council or its successors  
in title but such consent shall not be withheld if any such fence  
or fences is or are erected without expense to the Council or its  
successors in title and in favour of any person dealing with the  
Transferrors such consent shall be deemed to have been given in  
respect of every such fence for the time being erected. The  
lands to which the benefit of this restriction shall apply are  
the lands hereby transferred. The lands subject to the burden  
of this restriction are the lands adjoining the lands hereby trans-  
ferred and of which the Transferrors are the registered propri-  
etors And this restriction may be released varied or modified by  
and with the consent of the Council or its successors in title.)

ENCUMBRANCES, ETC. REFERRED TO

All reservations if any contained in the above grants and Cer-  
tificates of Title

SIGNED at Gordon the *Twentyfourth* day of *June* 1933.

SIGNED in my presence by the  
transferor CHRISTOPHER BOWES  
THISTLETHWAYTE who is per-  
sonally known to me

*Richard [illegible]*  
*Deputy 27th March or 24th*

SIGNED in my presence by the  
transferor WILLIAM LYLE PATISON  
who is personally known to me

*Richard [illegible]*

SIGNED in my presence by the trans-  
feror ALEXANDER PETRIE CAMPBELL  
who is personally known to me

*Richard [illegible]*

*Witnessed by the transferor [illegible]*  
*Witnessed by the transferor [illegible]*

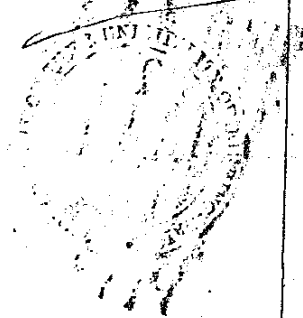
*T. Hench*  
*[illegible]*

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

THE COMMON SEAL of THE COUNCIL  
OF THE MUNICIPALITY OF KU-  
RING-GAI was hereto affixed  
by resolution of the Council  
on the *twenty first* day  
of *June* 1933

*C. A. Smith*  
TOWN CLERK

*N. Paul O'Reilly*



IN THE SUPREME COURT )  
OF NEW SOUTH WALES ) No. 4209 of 1927  
IN EQUITY )

IN THE MATTER of the Estate settled by William  
Moore, &c. &c.

AND IN THE MATTER of the Conveyancing and Law of  
Property Act 1898 Part IV.

AND IN THE MATTER &c.

AND IN THE MATTER &c

I approve of this Transfer pursuant to the Order made herein on the  
Twenty first day of October 1927.

*[Signature]*  
*H. A. Parker*  
MASTER IN EQUITY

C441699

~~C290875~~

Lodged By, [illegible]

WITNESSED BY [illegible]  
 SIGNED [illegible]

*Memoandum of Transfer of  
 Several parcels of land.*

*Chambers of Running-gair  
 P2. of Gordon to Cumberland.  
 (Subject to Covenant)*

*The Council of the Municipality  
 of Running-gair  
 (Transferree)*

*Particulars entered in Register Book  
 as per Schedule the 3<sup>rd</sup> day of June  
 1936 at 12 o'clock noon.*

*By W. Miles*



*Registrar General.*

*Schedule referred to—*

| VOL. | FOL. | VOL. | FOL. |
|------|------|------|------|
| 310  | 31K  | 2771 | 201K |
|      | 33K  | 3516 | 210K |
|      | 39K  | 3604 | 145K |
| 115  | 41K  | 3650 | 100K |
| 2081 | 131K | 4091 | 214K |
| 2331 | 68K  | 4322 | 225K |
| 2481 | 203K | 4326 | 5K   |

*Received two  
 plans of 21/4/36*

*29/1/36 - C439014  
 20/2/36 - C439267*

INDEXED  
 4 JUN 1936  
 CHECKED BY [illegible]

| DATE.  | INITIALS.   |
|--------|-------------|
| 2.4.36 | [illegible] |
| 2.6.36 | [illegible] |
| 6.3.36 | [illegible] |

# PLANNING CERTIFICATE

818 Pacific Highway, Gordon NSW 2072  
Locked Bag 1006, Gordon NSW 2072  
T 02 9424 0000 F 02 9424 0001  
DX 8703 Gordon TTY 02 9424 0875  
E [kmc@kmc.nsw.gov.au](mailto:kmc@kmc.nsw.gov.au)  
W [www.kmc.nsw.gov.au](http://www.kmc.nsw.gov.au)  
ABN 86 408 856 411



UNDER SECTION 10.7 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

## PROPERTY DETAILS

**Address:** 51 Gloucester Avenue WEST PYMBLE NSW 2073

**Lot Description:** Lot 265 DP 222055

## CERTIFICATE DETAILS

**Certificate No:** ePC1723/20 **Certificate Date:** 09/06/2020

**Certificate Type:** Section 10.7(2) & (5)

## APPLICANT DETAILS

**REF:** 201160-#69229616#

**InfoTrack**  
**DX 578**  
**SYDNEY**

## BACKGROUND INFORMATION

This certificate provides information on how a property (such as land, a house, a commercial building, etc.) may be used and the limits on its development. The certificate contains information Council is aware of through its records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment Act.

THE FOLLOWING INFORMATION IS ISSUED UNDER SECTION 10.7(2)  
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 –  
ENVIRONMENTAL PLANNING & ASSESSMENT ACT REGULATION, 2000.

1. Names of relevant planning instruments and development control plans

**(1) Which environmental planning instruments apply to the carrying out of development on this land?**

Ku-ring-gai Local Environmental Plan 2015 as published on the NSW Legislation Website on 5 March 2015.

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

State Environmental Planning Policy No.19 - Bushland in Urban Areas.  
State Environmental Planning Policy No.21 - Caravan Parks  
State Environmental Planning Policy No.33 - Hazardous & Offensive Development.  
State Environmental Planning Policy No.44 - Koala Habitat Protection.  
State Environmental Planning Policy No.55 - Remediation of Land.  
State Environmental Planning Policy No.62 - Sustainable Aquaculture.  
State Environmental Planning Policy No.64 - Advertising and Signage.  
State Environmental Planning Policy No.65 - Design Quality of Residential Flat Development.  
State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).  
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.  
State Environmental Planning Policy (State Significant Precincts) 2005.  
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.  
State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007.  
State Environmental Planning Policy (Infrastructure) 2007.  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.  
State Environmental Planning Policy (Affordable Rental Housing) 2009.  
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.  
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017.  
State Environmental Planning Policy (Coastal Management) 2018.

**(2) Which proposed environmental planning instruments apply to the carrying out of development on this land?** *(Including planning proposals and proposed environmental planning instruments that are or have been the subject of community consultation or on public exhibition under the E. P. & A. Act).*

Planning Proposal Number PP\_2018\_KURIN\_005\_00 to consolidate Ku-ring-gai's local environmental planning instruments, the Local Environmental Plan (Local Centres) 2012, Ku-ring-gai Local Environmental Plan 2015 and Ku-ring-gai Planning Scheme Ordinance, into a single local environmental plan.

**(3) Which development control plans apply to the carrying out of development on this land?**

Ku-ring-gai Development Control Plan

***SPECIAL NOTE:** A development control plan adds further detail to local environmental plans and may address issues such as building design, car parking, landscaping etc. Copies of the Plans are available from Council.*

**2. Zoning and land use under relevant local environmental plans (other than a SEPP or proposed SEPP)**

**(a) What is the zoning of this property and the relevant environmental planning instrument?**

E4 Environmental Living under the provisions of Ku-ring-gai Local Environmental Plan 2015.

**(b) What does not require development consent under the above environmental planning instrument?**

Home occupations.

Note: Please refer to the provisions for Exempt and Complying Development as described in Part 3 of Ku-ring-gai Local Environmental Plan 2015.

**(c) What does require development consent under the above environmental planning instrument?**

Bed and breakfast accommodation; Community facilities; Dwelling houses; Environmental facilities; Environmental protection works; Flood mitigation works; Home-based child care; Home businesses; Home industries; Recreation areas; Roads; Secondary dwellings.

**(d) What is prohibited under the above environmental planning instrument?**

Industries; Service stations; Warehouse or distribution centres; Any other development not specified in item (b) or (c).

**(e) What is the proposed zoning of this property and the relevant proposed environmental planning instrument?**

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

**(f) What does not require development consent under the above proposed environmental planning instrument?**

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

**(g) What does require development consent under the above proposed environmental planning instrument?**

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

**(h) What is prohibited under the above proposed environmental planning instrument?**

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

**(i) Do any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land?**

There are no provisions in Ku-ring-gai Local Environmental Plan 2015 that regulate minimum dimension sizes for the erection of a dwelling house on this property.

**(j) Does the land include or comprise critical habitat?**

No.

**(k) Is the land in a conservation area?**

No.

**SPECIAL NOTE:** A conservation area is a place of historic and aesthetic value to the community. It contains a number of elements of significance, such as a historic subdivision layout, a pattern of building "footprints" within each street block, buildings of historic and architectural importance, road alignments, trees, gutters and kerb edges which all combine to create a sense of place that is worth keeping. Council's Heritage Planner can provide you with more information on this matter.

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

No.

**SPECIAL NOTE:** You are advised that the consent authority may, before granting consent to any development: (a) on land on which a heritage item is located, or (b) on land that is within a heritage conservation area, or (c) on land that is within the vicinity of land referred to in paragraph (a) or (b), require a heritage management document to be prepared that assesses the extent to which the carrying out of the proposed development would affect the heritage significance of the heritage item or heritage conservation area concerned.

### 3. Complying development

***The extent to which the land is land on which complying development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and if complying development may not be carried out on that land the reason why it may not be carried out under those clauses?***

***(Special Note:*** It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to do so may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid).

#### **Container Recycling Facilities Code**

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

#### **Commercial and Industrial Alterations Code**

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

#### **Commercial and Industrial (New Buildings and Additions) Code**

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

#### **Demolition Code**

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

#### **Fire Safety Code**

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

#### **General Development Code**

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

#### **Housing Code**

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

### **Housing Alterations Code**

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

### **Low Rise Medium Density Housing Code**

Complying development under the Low Rise Medium Density Housing Code **may** be carried out on the land.

### **Subdivision Code**

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

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

Not applicable. This matter does not apply to land within Ku-ring-gai Local Government Area.

## **5. Mine subsidence**

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

No. Council has not been notified that the land is subject to such a proclamation.

## **6. Road widening and road realignment**

***Is the land affected by any road widening or road realignment under the Roads Act, any environmental planning instrument or any resolution of council?***

No.

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

***Is the land affected by a policy adopted by council, or by any other public authority required to be referred to in a planning certificate, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, contamination, acid sulphate soils or other risk (other than flooding)?***

No.

Note: A review of Council's readily available records has been conducted to identify previous land uses that may have caused land contamination. This review did not reveal any reason for contamination of this property. However, prior to urban settlement, sizeable areas of Ku-ring-gai were covered by agricultural and horticultural activities. These uses are listed in the Managing Land Contamination Planning Guidelines as activities that may cause contamination. If you are concerned about possible contamination of the site you should make your own investigations regarding the condition of this property.

## **7A. Flood related development controls information**

***Is development on the land or part of the land affected by a policy adopted by council, or by any other public authority required to be referred to in a planning certificate, subject to flood related development controls?***

No.

## **8. Land reserved for acquisition**

***Do any environmental planning instruments or proposed environmental planning instruments referred to in clause 1 make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act?***

No.

## **9. Contribution plans**

***Which contribution plans apply if this land is developed?***

Ku-ring-gai Contributions Plan 2010.  
Ku-ring-gai s94A Contributions Plan 2015.

**SPECIAL NOTE:** A contribution plan, commonly known as a section 94 plan, outlines the financial costs Council charges if land is developed and Council believes the development will require additional services such as parks, roads etc. Copies of the contribution plans are available from Council.

## 9A. Biodiversity certified land

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

Council has not been notified that the land is biodiversity certified land.

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

## 10. Biodiversity stewardship sites

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

Council has not been notified that the land is biodiversity stewardship land.

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

## 10A. Native vegetation clearing set asides

***Is the land, land that contains a set aside area under section 60ZC of the Local Land Services Act 2013?***

Council has not been notified that the land contains a set aside area.

## 11. Bush fire prone land

***Is the land bush fire prone land?***

The land is bush fire prone land.

“Bush fire prone land” is defined in section 4 of the Environmental Planning & Assessment Act 1979 as meaning “land recorded for the time being as bushfire prone land on a bush fire prone land map for the area.”

“The “area” is the local government area of Ku-ring-gai.”

“The bush fire prone land map referred to in the definition may be inspected at the office of the Council.”

***SPECIAL NOTE:*** Bush fire prone land is defined in section 4 of the Environmental Planning and Assessment Act 1979 as meaning “land recorded for the time being as bushfire prone land on a bush fire prone land map for the area”. The “area” is the local government area of Ku-ring-gai.

## **12. Property vegetation plans**

***Is the land, land to which a property vegetation plan under Native Vegetation Act 2003 applies?***

Council has not been notified that the land is subject to an approved property vegetation plan.

## **13. Orders under Trees (Disputes between Neighbours) Act 2006**

***Is the land, subject to an order under the Tree (Disputes between neighbours) Act 2006 to carry out work in relation to a tree on the land?***

Council has not been notified that the land is subject to such an order.

## **14. Directions under Part 3A**

***Is the land, land subject to a direction under Part 3A Section 75P(2)(c1) of the Environmental Planning and Assessment Act 1979 No.203?***

No.

## **15. Site Compatibility certificates and conditions for seniors housing**

***Is there a current site compatibility certificate (seniors housing), of which council is aware, in respect of proposed development on the land issued under clause 24 of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004?***

The land is not subject to such a current site compatibility certificate (seniors housing) of which Council is aware.

## **16. Site Compatibility certificates for infrastructure, schools or TAFE establishments**

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

The land is not subject to such a valid site compatibility certificate (infrastructure) of which Council is aware.

## 17. Site Compatibility certificates and conditions for affordable rental housing

***Is there a current site compatibility certificate (affordable rental housing), of which council is aware, in respect of proposed development on the land issued under clause 37 of State Environmental Planning Policy (Affordable Rental Housing) 2009?***

The land is not subject to such a current site compatibility certificate (affordable rental housing) of which Council is aware.

## 18. Paper subdivision information

***Is the land, land subject to a development plan adopted by a relevant authority, land proposed to be subject to a consent ballot or land subject to a subdivision order?***

Not applicable.

***SPECIAL NOTE:*** Words and expressions used in this item have the same meaning as they have in Part 16C of the Environmental Planning and Assessment Regulation 2000.

## 19. Site verification certificate

***Is there a current site verification certificate, of which council is aware, in respect of the land issued under clause 17C of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007?***

The land is not subject to a current site verification certificate of which Council is aware.

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

## 20. Loose-fill asbestos insulation

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

NSW Fair Trading has not provided Council with written confirmation that this property is listed on the Loose-Fill Asbestos Insulation Register.

**SPECIAL NOTE:** Some residential homes located in the Ku-ring-gai Local Government Area have been identified as containing loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

For further information about the Loose-fill asbestos Public Register contact NSW Fair Trading. Tel: 13 32 20 or [www.loosefillasbestos.nsw.gov.au](http://www.loosefillasbestos.nsw.gov.au).

## 21. Affected building notices and building product rectification orders

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

No.

**(2) *Is there any building product rectification order of which council is aware that is in force in respect of the land and has not been fully complied with?***

No.

**(3) *Has 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.

**SPECIAL NOTE:** The terms "affected building notice" and "building product rectification order" have the same meaning as in the Building Products (Safety) Act 2017.

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

- (a) *Is the land to which this certificate relates significantly contaminated land within the meaning of that Act?***

No.

- (b) *Is the land to which this certificate relates subject to a management order within the meaning of that Act?***

No.

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

No.

- (d) *Is the land to which this certificate relates subject to an ongoing maintenance order within the meaning of that Act?***

No.

- (e) *Is the land of which this certificate relates subject to a site audit statement within the meaning of the Act?***

No.

**SPECIAL NOTE:** If you have any concerns about land contamination beyond the information described in this certificate, you should contact the NSW Environmental Protection Authority. Tel: 131 555 or email [info@environment.nsw.gov.au](mailto:info@environment.nsw.gov.au).

## THE FOLLOWING INFORMATION IS ISSUED UNDER SECTION 10.7(5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

### ***Land Slip or Subsidence:***

Council records do not have sufficient information to indicate land slip or subsidence is likely to restrict development on this land. However, some lots in Ku-ring-gai Local Government Area contain filling and/or road batters which may be subject to settlement and require special consideration in the design of foundations.

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### ***Flooding:***

Some properties in the Ku-ring-gai Local Government area contain or adjoin natural drainage paths, pipelines, watercourses and depressions. During major rainfall or blockage of the drainage system surface water may affect the site or restrict future development.

***SPECIAL NOTE:*** The Department of Planning and Environment and the Department of Commerce have not indicated any private property which may be affected by flooding of major rivers or creeks in the Ku-ring-gai Local Government Area.

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### ***Loose-fill asbestos insulation:***

Some residential homes located in the Ku-ring-gai Local Government Area have been identified as containing loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

For further information about the Loose-fill asbestos Public Register please contact NSW Fair Trading. Tel: 13 32 20 or [www.loosefillasbestos.nsw.gov.au](http://www.loosefillasbestos.nsw.gov.au).

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### ***Contamination:***

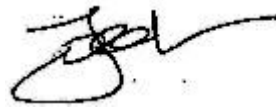
Council records do not have sufficient information relating to any previous uses of this land to confirm that the land has not been used for a purpose which would be likely to have contaminated the land. Parties should make their own enquiries as to whether the land may be contaminated.

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***Threatened species, populations and ecological communities:***

This land may contain threatened species, populations and ecological communities listed under the *Biodiversity Conservation Act 2016 (NSW)* and or the *Environment Protection Biodiversity Conservation Act 1999* (Commonwealth). For more information contact NSW Office of Environment and Heritage Tel: 131 555 or the Australian Government Department of Environment and Energy Tel: 1800 803 772.

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**John McKee**  
General Manager

# **NSW SWIMMING POOL REGISTER**

## **Certificate of Registration**

### **Section 30C - Swimming Pools Act 1992**

|                              |   |
|------------------------------|---|
| <b>Pool No:</b>              | <b>a1a6af90</b>   |
| <b>Property Address:</b>     | <b>51 GLOUCESTER AVENUE WEST PYMBLE</b>                   |
| <b>Date of Registration:</b> | <b>04 June 2020</b>                                       |
| <b>Type of Pool:</b>         | <b>An outdoor pool that is not portable or inflatable</b> |
| <b>Description of Pool:</b>  | <b>Concrete pool</b>                                      |

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

|   |   |
|---|---|
| <b>Pool No:</b>                           | <b>a1a6af90</b>   |
| <b>Property Address:</b>                  | <b>51 GLOUCESTER AVENUE WEST PYMBLE</b>                     |
| <b>Expiry Date:</b>                       | <b>04 June 2023</b>   |
| <b>Issuing Authority:</b>                 | <b>Robert Eric Guthrie - Accredited Certifier - bpb2392</b> |
| <b>Assessed against AS1926.1 version:</b> | <b>2012</b>   |

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

## Home Warranty Insurance Certificate of Insurance



Home Warranty  
Insurance Fund

QBE Insurance (Australia) Ltd  
Level 3, 85 Harrington St  
SYDNEY NSW 2000  
Phone: 1300 790 723  
Fax: 02 8275 9330  
ABN: 78 003 191 035  
AFS License No: 239545



Policy Number BNR035433BWI-21

MALCOLM BROWN  
51 GLOUCESTER AVENUE  
WEST PYMBLE 2073

**Name of Intermediary**  
ANNIS GROUP PTY LIMITED  
PO BOX 7366  
BAULKHAM HILLS, BC NSW 2153

**Account Number**  
BN2031409  
**Date Issued**  
07/04/2014

### Policy Schedule Details

#### Certificate in Respect of Insurance

Residential Building Work by Contractors

A contract of insurance complying with sections 92 and 96 of the Home Building Act 1989 has been issued by QBE Insurance (Australia) Limited as agent for and on behalf of the NSW Self Insurance Corporation (SICorp) (ABN 97 369 689 650) who is responsible for management of the Home Warranty Insurance Fund.

|                                     |   |
|-------------------------------------|---|
| <b>In Respect of</b>                | SWIMMING POOLS  |
| <b>At</b>                           | 51 GLOUCESTER AVENUE<br>WEST PYMBLE NSW 2073            |
| <b>Carried Out By</b>               | BUILDER<br>CRYSTAL POOLS PTY LTD<br>ABN: 81 002 172 063 |
| <b>Declared Contract Price</b>      | \$60,128.00   |
| <b>Contract Date</b>                | 22/04/2014  |
| <b>Builders Registration No.</b>    | R34505  |
| <b>Building Owner / Beneficiary</b> | MALCOLM BROWN   |

Subject to the Act and the Home Building Regulation 2004 and the conditions of the insurance contract, cover will be provided to the Building Owner/Beneficiary named in the domestic building contract and to the successors in title to the Building Owner/Beneficiary or the immediate successor in title to the contractor or developer who did the work and subsequent successors in title.

Signed for and on behalf of NSW Self Insurance Corporation (SICorp)

Ty Ayscough

#### IMPORTANT NOTICE:

In addition to this certificate of insurance, a policy wording which outlines the terms and conditions of the cover provided is available from the HWIF website. To access that policy wording visit [www.homewarranty.nsw.gov.au](http://www.homewarranty.nsw.gov.au)

# METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

## SEWERAGE SERVICE DIAGRAM

Municipality of *Kuring-gai* No. *602527*

BALE

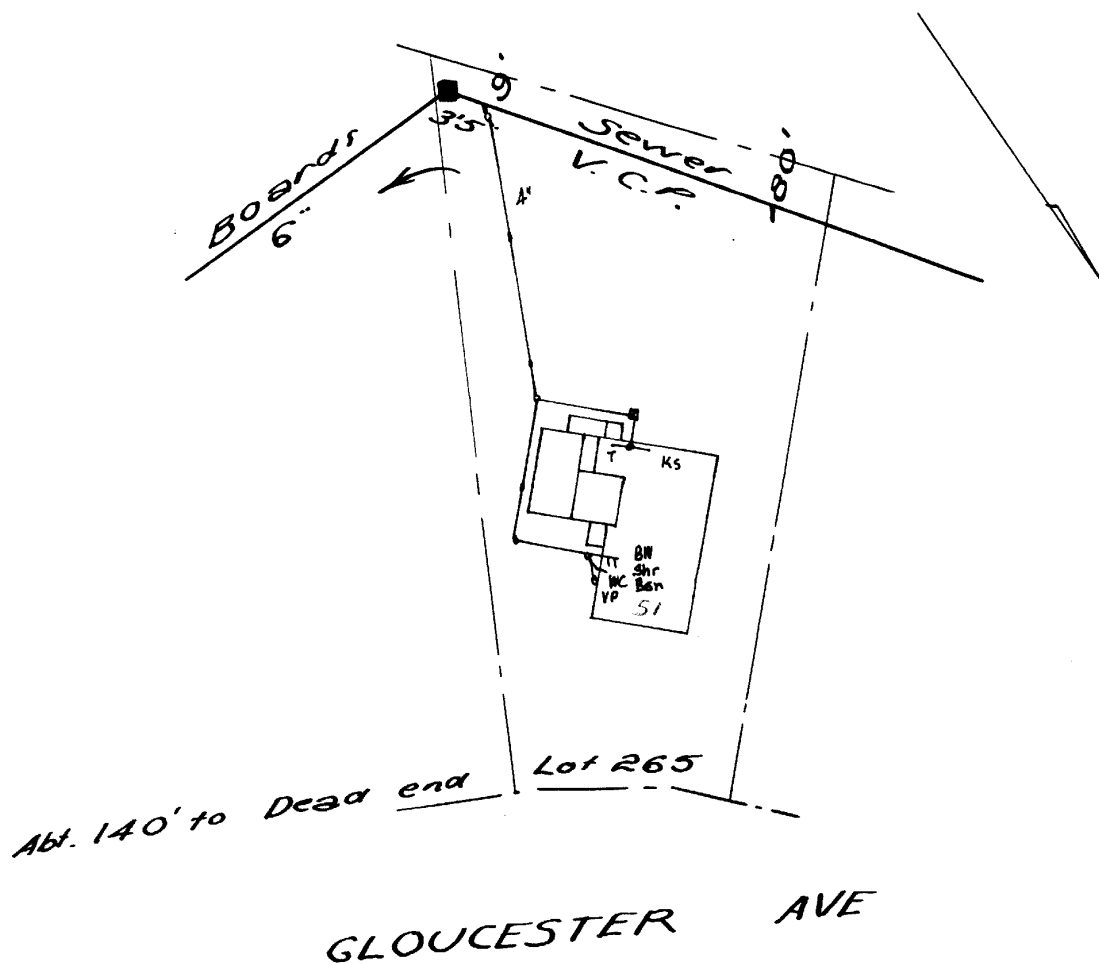
|   |   |                   |                          |
|---|---|-------------------|--------------------------|
| <input type="checkbox"/> Boundary Trap                      | <input checked="" type="checkbox"/> R.V. Reflux Valve | I.P. Induct Pipe  | Ben. Basin               |
| <input type="checkbox"/> Pit                                | <input checked="" type="checkbox"/> C.E. Cleaning Eye | M.F. Mica Flap    | Shr. Shower              |
| <input checked="" type="checkbox"/> G.I. Grease Interceptor | <input type="checkbox"/> VERT. Vertical Pipe          | T. Tubs           | W.I.P. Wrought Iron Pipe |
| <input checked="" type="checkbox"/> Gully                   | <input type="checkbox"/> V.P. Vent. Pipe              | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe    |
| <input checked="" type="checkbox"/> P.T. P. Trap            | <input type="checkbox"/> S.V.P. Soil Vent. Pipe       | W.C. Water Closet | F.W. Floor Waste         |
| <input checked="" type="checkbox"/> R.S. Reflux Sink        | <input type="checkbox"/> D.C.C. Down Cast Cowl        | B.W. Bath Waste   | W.M. Washing Machine     |

SCALE: 40 FEET TO AN INCH.

## SEWER AVAILABLE

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

SEWER CHOCKAGE 51/50163



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

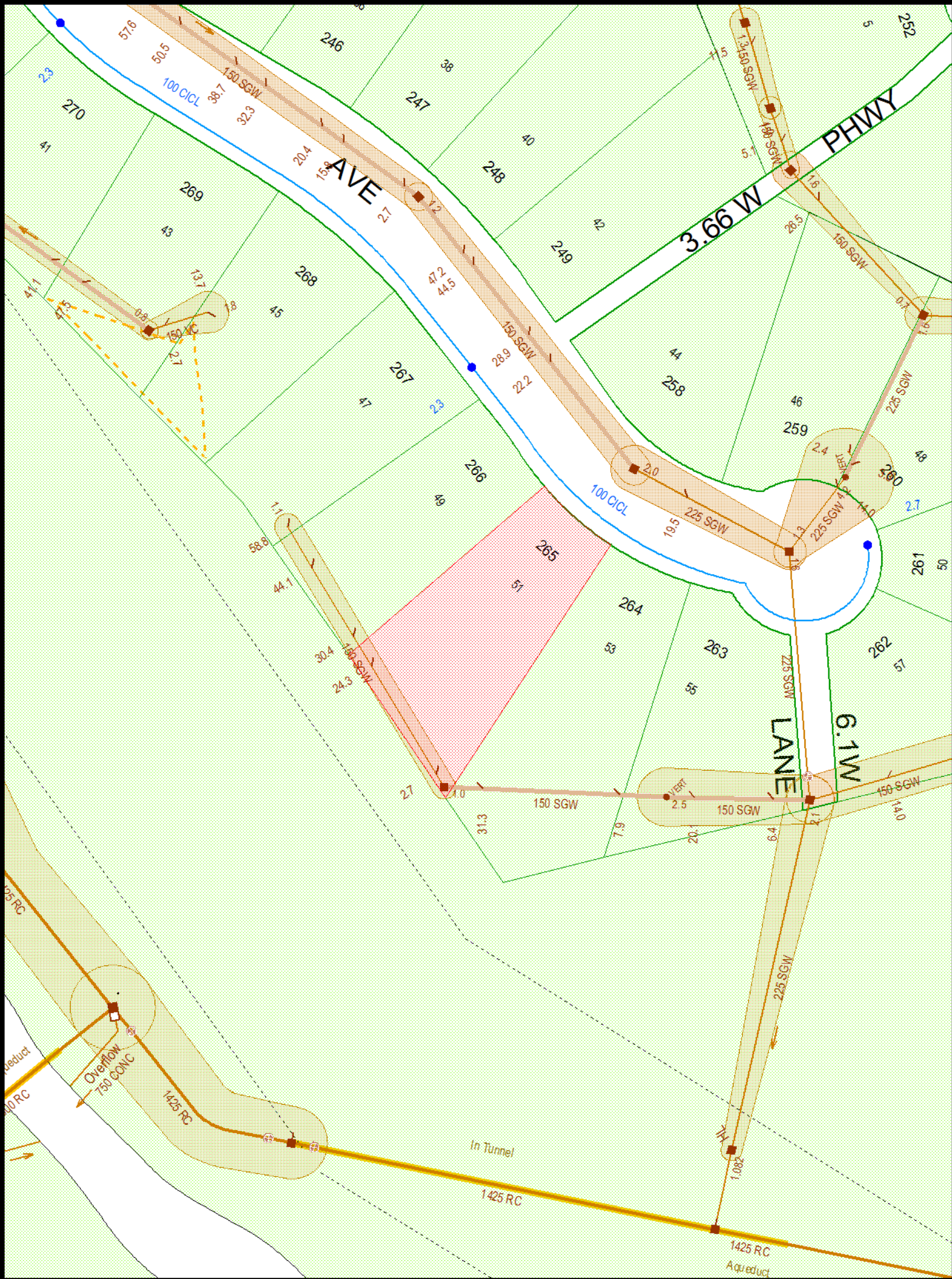
SHEET No. 7117

OFFICE USE ONLY

FOR ENGINEER HOUSE SERVICES

| DRAINAGE  |                 |      | PLUMBING        |               |      |
|-----------|-----------------|------|-----------------|---------------|------|
| W.C.      | Supervised by   | Date | BRANCH OFFICE   | Supervised by | Date |
| Bth       | Inspector       | /-/- | Date            | Inspector     | /-/- |
| Shr.      |                 | /-/- |                 |               |      |
| Ben.      | Examined by     | /-/- | Outfall         | 812 344       |      |
| K.S.      |                 | /-/- | HL<br>LL        |               |      |
| T.        | Chief Inspector | /-/- | Drainer         |               |      |
| Fig.      |                 | /-/- | Plumber         |               |      |
| Dge. Int. | Tracing Checked | /-/- | Boundary Trap   |               |      |
| Dge. Ext. |                 | /-/- | is not required |               |      |

Se 2



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