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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent LORIMER ESTATE AGENTS	Lorimer Real Estate Level 2, Suite 12, 14-16 Suakin Street, Pymble NSW 2073	Agent: Matthew Lorimer Mobile: 0400 844 411 E-mail: matthew@lorimerestateagents.com.au
vendor	**EDWINA LOUISE TANNER and MATTHEW LINUS HANNIGAN** of 27 Yanko Road, West Pymble NSW 2073 and 27 Yanko Road, West Pymble NSW 2073	
vendor's solicitor	Landona Conveyancing Pty. Ltd. P.O. Box 367, Lindfield, NSW 2070	Phone: 8901 4705 Fax: 8088 6751 Ref: 221600 Mobile: 0412 585 884 E-mail: tina@landona.com.au
date for completion	**8 weeks after the contract date** (clause 15)	
Land (address, plan details and title reference)	**27 Yanko Road, West Pymble NSW 2073** **Lot 15 in Deposited Plan 26761** **Folio Identifier 15/26761**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ House ☒ Garage ☒ Pool ☒ shed	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions

☒ air conditioning	☒ clothes line	☒ fixed floor coverings	☒ range hood
☒ blinds	☐ curtains	☒ insect screens	☒ solar panels
☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☒ stove
☒ ceiling fans (x2)	☐ EV charger	☒ pool equipment	☒ TV antenna

☒ other: workbench and storage unit in garage

exclusions **Curtains in upstairs bedrooms and dining room, pot plants, spare bricks and tiles beside the shed**

purchaser

purchaser's solicitor

price **$**

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

balance **$**

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

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

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

buyer's agent

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

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SIGNING PAGE

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

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Choices

Vendor agrees to accept a ***deposit-bond***	☐ NO	☐ yes
Nominated *Electronic Lodgement Network (ELN)* (clause 4):		
Manual transaction (clause 30)	☒ NO	☐ yes
	(if yes, vendor must provide further details, including any applicable exception, in the space below):	

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

Land tax is adjustable	☒ NO	☐ yes	
GST: Taxable supply	☒ NO	☐ yes in full	☐ yes to an extent
Margin scheme will be used in making the taxable supply	☒ NO	☐ yes	

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

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

Purchaser must make an *GSTRW payment* (GST residential withholding payment)	☒ NO	☐ yes	(if yes, vendor must provide details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☐ 58 disclosure statement - off-the-plan contract
- ☐ 59 other document relevant to off-the-plan contract

Other

- ☐ 60

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

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

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

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

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

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

27 YANKO RD WEST PYMBLE NSW 2073

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Cooling off period (purchaser's rights)

1 **This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.**

2 **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—**

- **(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or**
- **(b) in any other case—the fifth business day after the day on which the contract was made.**

3 **There is NO COOLING OFF PERIOD—**

- **(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or**
- **(b) if the property is sold by public auction, or**
- **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.**

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

5 **The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.**

DISPUTES

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

AUCTIONS

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

27 YANKO RD WEST RYDE NSW 2113

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WARNINGS

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

APA Group	**NSW Department of Education**
Australian Taxation Office	**NSW Fair Trading**
Council	**Owner of adjoining land**
County Council	**Privacy**
Department of Planning and Environment	**Public Works Advisory**
Department of Primary Industries	**Subsidence Advisory NSW**
Electricity and gas	**Telecommunications**
Land and Housing Corporation	**Transport for NSW**
Local Land Services	**Water, sewerage or drainage authority**

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

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

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

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

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

6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

27 YANKO RD WEST PYMBLE NSW 2073

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

27 YANKO BOUFFLER WILLENSW 2075

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
3.4 The vendor must approve a replacement *deposit-bond* if –
3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and
3.4.2 it has an expiry date at least three months after its date of issue.
3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
3.5.2 the deposit is paid in full under clause 2.
3.6 Clauses 3.3 and 3.4 can operate more than once.

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion*,* and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

21 YARKO ROWEST PYMBLE NSW 2073

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

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

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

The vendor must do 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.

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13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

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

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

PRYMONT WEST PTY LTD NSW 2073

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14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

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

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

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

15 Date for completion

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

16 Completion

● Vendor

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

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

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

27 BANKS RD WEST PYMBLE NSW 2073

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

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

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

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

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

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

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

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

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

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

22 YANKO RD WESTBOURNE NSW 2173

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20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
20.16 Each *party* consents to –
20.16.1 any *party* signing this contract electronically; and
20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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

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

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

21 YANKO RD WEST PYMBLE NSW 2073

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
23.6.2 the purchaser is liable for all contributions determined after the contract date.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if –
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

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

● Meetings of the owners corporation

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

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

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24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

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

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

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

22 YARKO RD WEST PYMBLE NSW 2073

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26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

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

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do 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.

27 RAWSON RD WEST PYMBLE NSW 2073

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

30 Manual transaction

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

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
30.6.1 if a special completion address is stated in this contract - that address; or
30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.
30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
30.10.1 the amount is to be treated as if it were paid; and
30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.
30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –
31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

27 YANKO RD WEST PYMBLE NSW 2073

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CERTIFICATE UNDER SECTION 66W CONVEYANCING ACT, 1919

I, of

certify as follows:-

A. I am a Solicitor currently admitted to practice in New South Wales or a Licensed Conveyancer licensed under the Conveyancers Licensing Act 2003 to practise in New South Wales (*delete whichever does not apply*).

B. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a contract for the sale of:

27 Yanko Road, West Pymble NSW 2073		**(Property)**
from	Edwina Louise Tanner and Matthew Linus Hannigan	**(Vendor)**
to		**(Purchaser)**

C. I do not act for the Vendor and am not employed in the legal or conveyancing practice of a Solicitor or Conveyancer acting for the Vendors nor am I a member or employee of a firm of which a Solicitor or Conveyancer acting for the Vendors is a member or employee.

D. I have explained to the Purchaser:

(i) The effect of the contract for the purchase of that Property;
(ii) The nature of this Certificate;
(iii) The effect of giving this Certificate to the Vendor. i.e. that there is no cooling off period in relation to the contract.

DATED this

.....
Solicitor/Licensed Conveyancer

SPECIAL CONDITIONS FORMING PART OF THE CONTRACT FOR THE SALE AND PURCHASE OF LAND 2022 EDITION

27 Yanko Road, West Pymble NSW 2073	**(Property)**
Edwina Louise Tanner and Matthew Linus Hannigan	**(Vendor)**
	(Purchaser)

1. Purchaser's Acknowledgement

1.1 The provisions set out in this contract constitute the entire terms agreed by the *parties* relating to the sale of the *property*.

1.2 The *parties* have not entered into and are not bound by any collateral contract or other agreement, apart from this contract.

1.3 The *parties* are not bound by any warranty, representation, collateral agreement or implied term under the general law or imposed by legislation unless:

(a) such warranty, representation, agreement or term is contained in the express terms of this contract; or

(b) it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by this contract.

2.. Condition of Property and State of Repair

2.1 Without excluding, modifying or restricting the *Purchaser*'s rights under Section 52A of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2017*:

(a) The *property* is sold in its condition and state of repair (including structural repair) at the contract date and the purchaser accepts the *property* with all faults and defects, whether latent or patent, and all infestations and dilapidations; and

(b) the purchaser cannot make a *requisition* or a claim, or attempt to delay completion or attempt to *rescind* or terminate this contract due to:

(i) the condition or state of repair of the *property* or the common *property*;

(ii) any infestations and dilapidations;

(iii) any defects in the existing services to the *property* or their location or the absence of any rights or easements in respect of such services;

(iv) any water or sewerage main or any underground or surface storm water pipe or drain that passes through, over or under the *property* or the common *property*;

(v) the presence of any sewer or manhole or vent on the *property* or the common *property*;

(vi) any roof or surface water drainage on the *property* or the common property being connected to the sewer, and/or

(vii) non compliance with any covenants.

2.2 The *Purchaser* acknowledges that:

(a) none of the fixtures and inclusions in the *property* are new;

(b) the *Vendor* has not and does not make any representation or warranty as to the state of repair or condition of such fixtures and inclusions;

(c) the *Purchaser* accepts the fixtures and inclusions in the state of repair and condition that the same are now in, (subject to reasonable wear and tear between the date of this contract and the date on which the *Purchaser* is entitled to possession of the *property*); and

(d) the title to the fixtures and inclusions in the *property* will pass on completion of this contract and the *Vendor* will not be required to give formal delivery in respect thereof.

2.3 The *Purchaser* will not require the *Vendor* to carry out any works to the *property* after the date of this contract.

2.4 The *Vendor* whilst continuing in possession of the *property* will use the *property* with all reasonable care PROVIDED HOWEVER that the *Vendor*'s obligation as to the fixtures, fittings and inclusions installed upon or within the *property* will be limited to normal repairs maintenance and servicing and not extend to replacement in the event of total breakdown unless such breakdown is occasioned by the neglect or wilful damage of the *Vendor*.

3. Exclusion of Warranties

3.1 The *Purchaser* warrants to the *Vendor* that it was not induced to enter into this contract by and has not entered into this contract in reliance on any statement, representation, promise or warranty made by the *Vendor* or by any person on behalf of the *Vendor* in respect of:

(a) the *property* or its state of repair;

(b) the neighbourhood in which the *property* is located;

(c) the fitness or suitability for any use or purpose of the *property* and the improvements;

(d) any rights and privileges relating to the *property*;

(e) any financial return or income to be derived from the *property*;

(f) any taxation deduction or depreciation allowance to be derived from the *property*; or

(g) any matter relating to the quality of the *property*.

3.2 The *Purchaser* further warrants it has relied entirely on its own enquiries and inspection of the *property* made by or on behalf of the *Purchaser* relating to the condition of the *property* and that it has sought independent legal advice on and is satisfied as to its rights and obligations this contract.

3.3 The *Purchaser* acknowledges that the *Vendor* has relied on the *Purchaser*'s warranties herein given in entering into this contract.

4. Additional Rescission and Termination Rights

Without in any manner negating, limiting or restricting the rights or remedies which have been available to the Vendor or the Purchaser at law or in equity had this clause not been included herein should either party prior to completion;

4.1 die or become mentally ill, then the other party may rescind this Contract by notice in writing forwarded to the other party or its Solicitors/Conveyancers and thereupon this Contract shall be at an end and the provisions of Clause 19 hereof shall apply; or

4.2 being a company resolve to go into liquidation or has a petition for winding up presented or enters into any scheme of arrangement with its creditors under the Corporations Law or should any liquidator/manager, receiver or official manager be appointed in respect of the disabled party, then the disabled party shall be deemed to be in default under this Contract and the other party may exercise any of its powers or remedies arising out of such default pursuant to this Contract or otherwise.

5. Deposit Less than 10%

If the Vendor agrees that the deposit to be paid by the Purchaser pursuant to this Contract will be paid by instalments it will be paid in accordance with the following terms and conditions.

5.1 The Purchaser hereby accepts and acknowledges to the Vendor that the deposit required to be paid pursuant to this Contract is the full 10% deposit of the Purchase Price.

5.2 The Purchaser has requested the Vendor that in order to facilitate an immediate exchange of Contracts between the Vendor and Purchaser, on the date noted on the front page of this Contract, that the Purchaser be allowed to enter into this Contract by the payment of a deposit of less than 10% of the Purchase Price.

5.3 The Vendor agrees to the Purchaser's request as noted in 5.2 above, based on the Purchaser's assurance irrevocable undertaking and warranty given to the Vendor, that the Purchaser will pay to the Vendor on the actual date of completion of this Contract, the final instalment of the deposit being the total unpaid balance of the 10% deposit payable to the Vendor under this Contract.

5.4 IN THE FURTHER EVENT that the Vendor becomes entitled to the forfeiture of the deposit actually paid by the Purchaser on the entering into this Contract, the Purchaser hereby acknowledges and warrants to the Vendor that the Purchaser will on demand forthwith pay to the Vendor the total unpaid balance of the 10% deposit pursuant to this Contract.

5.5 The Purchaser further acknowledges and agrees that the Vendor has the legal right and entitlement to recover the full 10% deposit of the Purchase Price stipulated on the Contract pursuant to Clause 9 of this Contract.

5.6 The Purchaser hereby acknowledges that the word "deposit" in Clause 9 of this Contract shall mean the total 10% deposit of the Purchase Price noted in the Contract, and is not limited to the initial instalment of the deposit paid by the Purchaser on entering into this Contract.

6. Payment and Investment of the Deposit

If the *Deposit* is to be invested:

6.1 The *Deposit holder* must place the *Deposit* in an interest bearing account with a *Bank* on behalf of the *Vendor* and the *Purchaser* and must withdraw the *Deposit* upon the earlier of completion, rescission or termination of this contract.

6.2 The interest which accrues on the *Deposit* (after deduction of all government taxes and *Bank* charges) will be dealt with as follows.-

(a) if the *Deposit* is forfeited to the *Vendor*, all such interest will be paid to the *Vendor*;

(b) if the *Deposit* is refunded to the *Purchaser*, all such interest will be paid to the *Purchaser*; or

(c) if this contract is completed the interest will be paid to the *parties* equally.

6.3 Being aware that where the *Deposit* is in fact invested but the *Deposit holder* has not received the tax file number of the *Vendor* or the *Purchaser*, tax will be deducted from the interest earned on the *Deposit*, calculated at the highest marginal tax rate or as otherwise required pursuant to the *Income Tax Assessment Act 1997 (as amended)*.

7. Completion and Notice to Complete

7.1 The *Vendor* and the *Purchaser* must complete this contract by 5.00 p.m. on the *Completion date*.

7.2 If completion does not occur on the *Completion date*, the *parties* agree that 14 days after the date a notice to complete is *served* is a reasonable period of time for compliance with a notice to complete.

7.3 A *party* may at any time withdraw a notice to complete without prejudice to that *party*'s continuing right to *serve* a further notice to complete.

7.4 The *Vendor* is not regarded as unable, not ready or unwilling to complete because of the existence of a charge on the *property* and is entitled to *serve* a notice to complete despite the existence of a charge on the *property* at the time the notice is *served* or at any time thereafter.

8. Liquidated Damages payable for late completion

8.1 Without prejudice to any other right of the *Vendor*, if the *Purchaser* fails to complete this contract by the later of the *Completion date* and the date that the *Vendor* is ready willing and able to complete this contract (the "Effective Date") then the *Purchaser* must pay to the *Vendor* as liquidated damages simple interest on the unpaid balance of the purchase price at the rate of eight per centum (8%) per annum calculated on a daily basis from and

including the Effective Date up to but excluding the actual date of completion, to be paid in addition to the balance of the purchase price to compensate the *Vendor* for the delay.

8.2 The *parties* agree that the calculations of interest above represent a genuine pre-estimate of the *Vendor*'s damages by way of lost interest on the unpaid purchase money and the *Vendor*'s continuing liability for rates taxes and other outgoings.

8.3 The *parties* agree that the stipulation for the payment of interest in the above circumstances is an essential term of this contract and the *Purchaser* will not be entitled to require the *Vendor* to complete this contract unless all (if any) such amounts are paid on completion.

9. Agent Warranty

The Purchaser acknowledges and warrants to the Vendor that it was not introduced directly or indirectly to either the Vendor or the property by any person or Agent other than the Vendor's Agent shown in the Particulars of this Contract (if any).

The Vendor warrants to the Purchaser that no other selling agreement has been entered into accept with the other Agent mentioned on the front page of this contract.

The Purchaser hereby agrees to indemnify and keep indemnified the Vendor from and against any claim or demand for commission or remuneration arising out of a breach of the purchaser's warranty. This clause will not merge on completion of this Contract.

10. Amendment to standard clauses

Clauses 1 – 29 are amended as follows:

10.1 Clause 2.9 is amended by deleting the words *'if each party tells the deposit holder that the deposit is to be invested'*.

10.2 The following is added to Clause 18: *'18.8 The taking of possession* will *constitute an acceptance of the state of repair and condition of the property'*.

11. Existing services

The *Purchaser* acknowledges that it is purchasing the *property* and will take title to the *property* subject to existing water, gas, electricity, telephone and other installations or services (if any) and will not make a *requisition* or a claim, or attempt to delay completion or attempt to *rescind* or terminate this contract due to:

11.1 the nature, location, availability or non-availability of any such service; or

11.2 if any such service is a joint service with any other *property* or properties; or

11.3 if any services or pipes in connection with any other *property* pass through the subject *property*.

12. Adjustments

The *parties* acknowledge that Clause 14 does not merge on completion of this contract and if any adjustment made is overlooked or incorrectly calculated the *parties* must correct the calculation within seven days of being requested to do so by a *party's solicitor*.

13. Encroachments

Subject to Section 52A of the *Conveyancing Act 1919* and the Conveyancing *(Sale of Land) Regulation 2017*, the *Purchaser* is not entitled to make a *requisition* or a claim, or attempt to delay completion or attempt to *rescind* or terminate this contract due to:

(a) an encroachment by or onto the *property*; or
(b) any non-compliance with the *Local Government Act 1993*; or the *Environmental Planning and Assessment Act, 1979* by the improvements erected on the *property*.

14. Inconsistency between the standard form and special conditions

If there is any inconsistency between the standard printed Clauses in this contract and the Special Conditions, the Special Conditions prevail.

15. Alterations to Contract

Each *party* authorises its *solicitor/licensed Conveyancer*, at any time after signature and prior to the time of exchange of contracts, to make alterations to this contract including the addition of annexures, and amendments so made or annexures so added form part of this contract.

16. Transfer

For the purpose of Clause 4.2 particulars of title sufficient to enable the *Purchaser* to prepare the Transfer are contained in this contract and are deemed to be *serve*d on the *Purchaser*.

17. Sewerage Diagrams

The Purchaser acknowledges that they have examined a copy of the Sewerage Diagrams annexed to the Contract and shall make no objection, requisition or claim for compensation in respect of anything contained in that Diagram or in respect of the position of the sewer main in relation to the property as a whole.

18. Purchaser acknowledgements

18.1 The Purchaser acknowledges that this Agreement constitutes the sale of existing residential premises, which is not a taxable supply.

18.2 Notwithstanding the provisions of Clause 13 hereof, should the Purchaser not use the property predominantly for residential purposes and change the use to the extent that the property does become a taxable supply, **AND** the result of which is that the Vendor becomes liable to pay any GST in respect of the said property, then:

18.3 The Purchaser will pay the GST payable by the Vendor; and

18.4 The Purchaser will agree to indemnify and keep indemnified the Vendor in respect of the said GST payable by the Vendor.

18.5 The provisions of this Clause will not merge with completion of the Contract.

19. Purchaser acknowledges there is no Building Certificate

19.1 The Purchaser acknowledges that the Vendor does not possess either a Certificate pursuant to Section 317A of the Local Government Act, 1919 (as Amended) or a Building Certificate issued pursuant to Section 317AE of that Act or a Building Certificate issued pursuant to Section 172 Local Government Act, 1993 (as Amended) or a Building Certificate pursuant to Section 149E of the Environmental Planning & Assessment Act 1979 (as Amended) in respect of the property or any improvements erected on the property; and

19.2 The Vendor shall not be under any obligation to obtain any such Certificate nor to take any action, nor to do anything necessary to enable the Purchaser to obtain any such Certificate or Certificates.

19.3 The Purchaser acknowledges that in entering into this Contract the Purchaser has not relied on any representation made by or on behalf of the Vendor concerning any such improvements or any of them.

19.4 The Purchaser shall not take or make any objection, or requisition or claim for compensation nor shall the Purchaser be entitled to rescind this Contract as a result of or arising out of the refusal or failure of any relevant authority for any reason whatsoever to issue a Certificate of Compliance and/or a Building Certificate.

19.5 Such refusal or failure or the facts upon which such refusal or failure are based are not to be regarded as a defect in the Vendor's Title to the property.

19.6 The Purchaser shall take Title to the property notwithstanding such refusal or failure or facts.

20. Foreign Investment Review Board

In addition to and not in substitution of the rights conferred pursuant to Clause 22 of this Contract:

(a) In the event of there being a breach of this warranty whether deliberate or unintentional the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof.

(b) This warranty and indemnity shall not merge on completion.

21. Where a Purchaser is a Corporation

21.1 In this contract, unless the contrary intention appears:-

(a) Guarantor means all directors of the company purchaser; and

(b) A reference to "guarantor" is a reference to all of the persons named as "guarantor" jointly and each of them severally; and

(c) An agreement, representation, warranty or indemnity on the part of the guarantor binds the persons named as "guarantor" jointly and each of them severally.

21.2 The guarantor gives the guarantee and indemnity in consideration of the vendor agreeing to enter into this contract. The guarantor acknowledges valuable consideration received from the vendor for the guarantor incurring obligations and giving rights under this guarantee and indemnity (including, without limitation, the agreement of the vendor to enter into this Contract).

21.3 The guarantor unconditionally and irrevocably guarantees to the vendor payment of the purchase price, all other money payable under the terms of this contract and the due punctual performance by the purchaser of its obligations under this contract.

21.4 If the purchaser does not pay the purchase price and any other money payable under the terms of this contract on time and in accordance with the terms of this contract, then the guarantor agrees to pay the purchase price together with any other money payable under the terms of this contract to the vendor on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.

21.5 If the purchaser does not duly and punctually perform the obligations in accordance with the terms of the document under which they are to be performed then the guarantor agrees to perform the obligations on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.

21.6 As a separate undertaking, the guarantor indemnifies the vendor against all liability and loss arising from and any costs, charges or expenses incurred in connection with:

(a) The purchase price no being recoverable from the guarantor or from the purchaser; and

(b) The obligations not being duly and punctually performed

Because of any circumstance whatsoever.

21.7 This guarantee and indemnity is a continuing security and extends to all of the purchase price and other money payable under this guarantee and indemnity and to all the obligations. The guarantor waives any right it has or first requiring the vendor to proceed against or enforce any right, power, remedy or security or claim payment from the purchaser or any other person before claiming from the guarantor under this guarantee and indemnity.

21.8 The liabilities of the guarantor under this guarantee and indemnity as a guarantor, indemnifier or principal debtor and the rights of the vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, without limitation, one or more of the following:-

(a) The vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the purchaser; or

(b) Acquiescence, delay, acts, omissions or mistakes on the part of the vendor, or

(c) Any variation or novation of a right of the vendor, or alteration of this contract or a document in respect of the purchaser.

21.9 As long as the purchase price or other money payable under this guarantee and indemnity remains unpaid or the obligations or any of them remain unperformed, the guarantor may not without the consent of the vendor:-

(a) Make a claim or enforce a right (including, without limitation, a mortgage, charge or other encumbrance) against the purchaser or its property; or

(b) Provide in competition with the vendor is a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the purchaser or the purchaser is otherwise unable to pay its debts when they fall due.

21.10 The guarantor represents and warrant that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

21.11 This clause is an essential term of the contract.

22. Exchange with emailed/docusign signatures

This contract may be made by the exchange of counterpart Contracts including a copy signature of either party by way of email or facsimile. The party providing the counterpart Contract with the copy signature will, as soon as practicable, forward the front page of the Contract with the original signature to the other party for substitution of the copy signature. The provisions of this clause do not apply to a contract signed by the parties via Docusign or any other electronic signing platform in which case the contract electronically signed will be the only version of the contract provided by each party.

23. Covid-19 Coronavirus Pandemic – Extension to Completion Date

23.1 In the event that either party is unable to complete this matter by the due completion date being reasons set out in sub-clause 23.2, then the parties agree that the due date for completion be extended without penalty for a further period of one month and if completion can still not occur due to 23.2 then the party electing the new completion date will do all things reasonably necessary to complete within the earliest possible time that is within the parties control (being the *extended completion date*).

23.2. The extended completion date only applies given the following events:-

(a) if the Federal, NSW State or Local Governments decree a shutdown of services which will impact on either party being able to settle on the due date. Such delays caused by:-

(i) The financial provider being shutdown (whether it be an incoming or discharging provider;

(ii) The inability for the Vendor to obtain services such as removalists on the day of settlement, so therefore the Vendor cannot provide vacant possession or the Vendor is unable to find or move into alternative accommodation.

(b) if either party is required to undertake self-isolation, quarantine or is hospitalised due to Covid-19;

23.3 In the event that either party is seeking the benefit of subclause 22.2(b) above, then they much provide suitable documentation from a medical practitioner.

23.4 Rights under clause 7 and special condition 8 will not apply during the extended completion period.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 15/26761

SEARCH DATE	TIME	EDITION NO	DATE
5/10/2022	12:17 PM	4	1/9/2018

LAND

LOT 15 IN DEPOSITED PLAN 26761
LOCAL GOVERNMENT AREA KU-RING-GAI
PARISH OF GORDON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP26761

FIRST SCHEDULE

MATTHEW LINUS HANNIGAN
EDWINA LOUISE TANNER
AS JOINT TENANTS (T AG759506)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 H869691 COVENANT
3 AG759507 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

221600 PRINTED ON 5/10/2022

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

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Received: 05/10/2022 12:17:55

Req:R652024 /Doc:DP 0026761 P /Rev:15-Mar-2019 /NSW LRS /Prt:25-Oct-2022 14:32 /Seq:1 of 3
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Plan Form No. 1 (for Deposited Plan)

Municipality of Ku-ring-gai
Shire of

G347424 9.8.55

PLAN

of subdivision of land comprised in Certificate of Title Volume 6277 Folio 101

PARISH OF GORDON COUNTY OF CUMBERLAND

Scale 80 feet to an inch

This is the plan numbered & recorded as
DEPOSITED PLAN No 26761
on the 11th day of May 1956
L. Wells
REGISTRAR GENERAL

T M

M. M

Bearings are to True Meridian

KAMILAROY 66FT RD

ROAD

99FT. WIDE

RYDE

THE

120FT WIDE

BROADWAY

D P 15953

LEFT FOR ACCESS 99FT WIDE

D P 23296

D P 23692

D P 742142

17

9 ac 3 r 27¾ p

PM fd Concrete Block
44° 46' 20" ~ 3'6" to cor

PM fd Concrete Block
44° 46' 20" ~ 3'6" to cor
G.I.Nail in side of old round post at cor.

RM Gal. Iron Pipe
268° 36' 10" ~ 1'6"

RM Gal. Iron Pipe not fd.
RM Gal. Iron Pipe 268° 36' 40" ~ 1'6"

G.I.Nail in top of round post at corner

G.I.Nail in face of post
268° 36' 40" ~ 0.2½" to cor

Bk Cottage

Dge Easement 15' wide

Natural Watercourse

Easement (40' wide)

(x) COVENANT C511592

No.	Bearing	Distance
1	123° 55' 40"	11' 9½"
2	102° 18' 00"	" "
3	80° 32' 40"	" "
4	50° 32' 40"	8' 4½"
5	12° 18' 00"	" "
6	333° 55' 40"	" "

Certificate No 55/78

Plan of Subdivison certified approved by the Council of the Municipality of Ku-ring-gai, the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans) having been complied with.

Approved by the Council on the 6th day of June 1955.

Town Clerk.

Approved by Council & Covered by Council Clerk's Certificate

No. of

Council Clerk.

Datum line of Azimuth A-B.

D.P. 26761.

I James Burton Finney of 33 Hunter St Sydney a Surveyor registered under the Surveyor's Act, 1929-46, do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated actually exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey represented in this plan has been made in accordance with the Survey Practice Regulations, 1933 *~~(1) by me~~ (2) under my supervision, the character and extent of which was as required by the Survey Practice Regulations, 1933, and was completed on †1st April 1955 and the reference permanent marks have been placed and found as shown hereon.

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

Subscribed and declared before me at Sydney this 7th day of April A.D. 1955

J.P.

(Signature) J. Finney

Surveyor registered under the Surveyors Act, 1929-46.

Date of Survey

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

PLAN AMMENDED AT L.T.O. 16.12.88

Req:R652024 /Doc:DP 0026761 P /Rev:15-Mar-2019 /NSW LRS /Prt:25-Oct-2022 14:32 /Seq:2 of 3
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CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 26761

FEET	INCHES	METRES
-	0 7/8	0.022
-	2	0.051
-	2 3/4	0.070
-	3	0.076
-	5	0.127
-	9	0.229
1	6	0.457
1	8	0.508
3	6	1.067
4	-	1.219
8	4 1/2	2.553
10	-	3.048
11	3 1/4	3.435
11	4 1/4	3.461
11	9 1/2	3.594
15	-	4.572
20	-	6.096
27	2 1/2	8.293
32	0 3/4	9.773
32	11 1/2	10.046
32	11 3/4	10.052
49	2	14.986
51	8	15.748
56	-	17.069
58	7	17.856
58	8	17.882
59	-	17.983
60	-	18.288
60	0 1/4	18.294
60	0 3/8	18.298
60	11	18.567
61	2	18.644
63	5	19.329
65	0 3/8	19.822
65	11 3/4	20.110
66	-	20.117
66	2	20.168
70	-	21.336
70	7 1/2	21.527
70	9	21.565
71	-	21.641
71	0 3/4	21.660
72	8	22.149
78	8	23.978
81	-	24.689
87	-	26.518
90	-	27.432
99	6 1/2	30.340
102	-	31.090
120	-	36.576
127	2 1/2	38.773
132	6 1/4	40.392
136	3 1/4	41.535
138	-	42.062
148	-	45.110
158	7	48.336
160	1	48.793
161	4 1/2	49.187
163	1 1/4	49.714
166	5 1/2	50.737
168	-	51.206
168	1 1/4	51.238
168	9 5/8	51.451
170	-	51.816
181	11 1/4	55.455
185	1 1/8	56.417
191	3 3/4	58.312
191	7	58.395
191	8	58.420
194	0 1/2	59.144
199	5	60.782
219	11 3/4	67.050
354	4	108.001
423	8 1/2	129.146
426	8 1/2	130.061
508	7 1/4	155.023
660	2	201.219

Req:R652024 /Doc:DP 0026761 P /Rev:15-Mar-2019 /NSW LRS /Prt:25-Oct-2022 14:32 /Seq:3 of 3
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CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 26761 CONTINUED

FEET	INCHES	METRES
815	10	248.666

AC	RD	P	SQ M
-	-	33 1/2	847.3
-	-	36 3/4	929.5
-	-	37	935.8
-	-	37 1/4	942.2
-	-	37 3/4	954.8
-	-	38	961.1
-	-	39 3/4	1005
-	1	4	1113
-	1	4 1/4	1119
-	1	5 1/2	1151
-	1	9	1239
-	2	17 3/4	2472

AC	RD	P	HA
9	3	2 3/4	3.953

Req:R652025 /Doc:DL H869691 /Rev:03-Apr-1997 /NSW LRS /Pgs:ALL /Prt:25-Oct-2022 14:32 /Seq:1 of 5
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THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.

1961 AUG 29 PM 12 H 869691

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

16X

NEW SOUTH WALES SEVEN SHILLINGS SIX PENCE DUTY STAMPED

AD VALOREM PAID £42.10.0 N.S.W. STAMP DUTIES OFFICE

FEES:— £ s. d.
Lodgment : :
Endorsement : :
Certificate : :
: :
: :
£3 : 10:

D

(Trusts must not be disclosed in the transfer.)

* Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

I, ANDREW JONAS LOFBERG formerly of Cremorne, Gentleman but now of Pymble, Stud Master

(herein called transferor)

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

being registered as the proprietor of an estate in fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of THREE THOUSAND FOUR HUNDRED POUNDS (£3,400.----) (the receipt whereof is hereby acknowledged) paid to me by STANLEY ALEXANDER McTACKETT

do hereby transfer to

† Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

† STANLEY ALEXANDER McTACKETT of 37 Addington Avenue, Ryde, Master Builder

(herein called transferee)

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

‡ The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being Lot etc. D.P. " or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. Fol.".

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

County.	Parish.	Reference to Title. Whole or Part.	Vol.	Fol.	Description of Land (if part only).
CUMBERLAND	GORDON	PART	7911	206	being Lot 15 in Deposited Plan No. 26761.

57889 3.59 W K 1165- 2 V. C. N. Blight, Government Printer

6934

163578P1
163578P1

Req:R652025 /Doc:DL H869691 /Rev:03-Apr-1997 /NSW LRS /Pgs:ALL /Prt:25-Oct-2022 14:32 /Seq:2 of 5
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d Strike out if unnecessary, or suitably adjust,
(i) if any easements are to be created or any exceptions to be made; or
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.

And the transferee covenant(s) with the transferor[d] as follows:-

(a) That not more than one main building shall be constructed or erected on the said Lot hereby transferred.

(b) That no such main building shall be constructed other than of brick or stone or both and no roof shall be other than of tiles or slates, or other roofing material approved of by the Transferor.

(c) That no main building shall be constructed on the said land within a distance of the street alignment as set out below:

Lot 15 - 30 feet from The Broadway.

(d) That no such main building shall be constructed on the subject land unless it shall comprise an area of not less than 1,200 square feet.

(e) In the event of a front fence being erected then no such front fence shall be built along The Broadway except with the consent in writing of the said Andrew Jonas Lofberg or his Executors or Administrators or his nominees provided that no such front fence, approved of or consented to in writing by the said Andrew Jonas Lofberg or his Executors or Administrators or nominees shall be of material other than of brick or stone and/or concrete or other materials approved in writing by the said Andrew Jonas Lofberg his Executors or Administrators and shall not be of a greater height than one foot six inches above the level of the ground.

(f) In the event of a dividing fence being erected then no such dividing fence, being a paling fence, shall be erected along the side or rear boundaries of the land hereby transferred which shall be of a greater height than five feet above the level of the ground.

That no paling fence shall be erected along the boundaries of the land hereby transferred within thirty (30) feet of the street alignments known as The Broadway and in the event of a fence being erected within 30 feet of the street alignments known as The Broadway then no such fence shall be of greater height than two (2) feet above the level of the ground.

(g) That no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the Transferor his Executors or Administrators but such consent shall not be withheld if such fence is erected without expense to the said Andrew Jonas Lofberg his Executors or Administrators.

[e] A very short note will suffice.

K 1165—2

~~ENCUMBRANCES, &c, REFERRED TO.~~

(h) That no advertisement hoarding or similar sign shall be erected on the said land.

(i) That no tree shall be removed from the land without the consent

1635 7RP I

1635 7RP I

Req:R652025 /Doc:DL H869691 /Rev:03-Apr-1997 /NSW LRS /Pgs:ALL /Prt:25-Oct-2022 14:32 /Seq:3 of 5
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or approval in writing of the said Andrew Jonas Lofberg or his Executors or Administrators or nominees other than those interfering with the erection and final construction of the main building and garage and swimming pool or any tree in a dangerous condition or position.

AND IT IS HEREBY FURTHER DECREED AND DECLARED THAT:

(a) The land to which the benefit of this Covenant is appurtenant is Lots 1 to 14 and 16 and 17 of D.P. 26761.

(b) The land which is subject to the burden of the said covenant is the land hereby transferred.

(c) The person or persons by whom or with whose consent the Covenant may be released or varied or modified are the said Andrew Jonas Lofberg his Executors or Administrators.

ENCUMBRANCES &c., REFERRED TO.

1635 7RP1

1635 7RP1

Req:R652025 /Doc:DL H869691 /Rev:03-Apr-1997 /NSW LRS /Pgs:ALL /Prt:25-Oct-2022 14:32 /Seq:4 of 5
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If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

‡ Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

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

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

(c) *any foreign place* by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent). (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

Signed at Sydney the 8th day of August 1961.

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

David Edmund Smith
Solicitor
Sydney

R.J. Lyberg
Transferor.

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

R. B. GATES
Solicitor
16 BARRACK ST., SYDNEY.

A.A. McIlraith

Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19 .

Signed in the presence of—

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

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

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

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

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

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

K 1165—2

1635 7RP1
1635 7RP1

Req:R652025 /Doc:DL H869691 /Rev:03-Apr-1997 /NSW LRS /Pgs:ALL /Prt:25-Oct-2022 14:32 /Seq:5 of 5
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No. H 869691

LODGED BY ..... Solicitors

GATES MOFFITT & CO. 16 BARRACK STREET, SYDNEY

1635 7RP1

FEES.

The Fees, which are payable on lodgment, are as follows:—

(a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.

(b) A supplementary charge of 10s. is made in each of the following—
(i) where a restrictive covenant is imposed; or
(ii) a new easement is created; or
(iii) a partial discharge of mortgage is endorsed on the transfer.

(c) Where a new Certificate of Title must issue the scale charges are—
(i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
(ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
(iii) as approved where more than one simple diagram, or an extensive diagram will appear.
Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1. .....
2. ..... } Received Docs. Nos.
3. ..... } Receiving Clerk.
4. .....
5. .....
6. .....

PARTIAL DISCHARGE OF MORTGAGE.

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

I, ... *mortgagee under Mortgage No.* .....

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

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

Dated at ..... *this* ..... *day of* ..... 19 .

Signed in my presence by

who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER (Covenant)
Checked by BB	Particulars entered in Register Book, Volume 7911 Folio 206
Passed (in S.D.B.) by [illegible] 11/9/81	REGISTERED, the 14th day of September 1981 at 30 minutes past 3 o'clock in the afternoon.
Signed by	Registrar-General

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	[illegible]	11/9/81
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		14/9
Supt. of Engrossers		
Cancellation Clerk		

VOL. 9015 FOL. 113

K 1165—2

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 krg@krg.nsw.gov.au
W www.krg.nsw.gov.au
ABN 86 408 856 411

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

PROPERTY DETAILS

Address: **27 Yanko Road WEST PYMBLE NSW 2073**

Lot Description: **Lot 15 DP 26761**

CERTIFICATE DETAILS

Certificate No: **ePC4292/22** **Certificate Date:** **25/10/2022**

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

APPLICANT DETAILS

REF: TANNER 221600

Landona Conveyancing
14 Larool Avenue
LINDFIELD NSW 2070

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 2 – ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2021.

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.

State Environmental Planning Policy No.65 - Design Quality of Residential Flat Development.
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021
State Environmental Planning Policy (Housing) 2021.

(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).*

There are no proposed environmental planning instruments that apply to this land.

(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.*

(4) Which draft development control plans apply to the carrying out of development on this land? *(Including draft development control plans that are or have been the subject of community consultation or on public exhibition under the E. P. & A. Act).*

There are no draft development control plans that apply to this land

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?

(i) Low Density Residential

(ii) R2

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

(b) (i) 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.

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

Bed and breakfast accommodation; Building identification signs, Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hospitals; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Tank-based aquaculture; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings.

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

Any development not specified in item (b)(i) or (b)(ii)

(b1)(i) 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.

(ii) 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.

(iii) 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.

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

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

(d) 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.

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

No.

(f) Is the land in a conservation area?

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.*

(g) 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. Contribution plans

(1) Which contribution plans apply if this land under the Act, Division 7.1?

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

(2) Is the land in a special contributions area under the Act, Division 7.1?

No

***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.*

4. 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.

5. Exempt development

The extent to which the land is land on which exempt development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.16(1)(b1)-(d) or 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and if exempt development may not be carried out on that land the reason why it may not be carried out under those clauses

Exempt development **may** be carried out on the land.

6. 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.*

7. 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.

8. 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.

9. Flood related development controls information

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

No.(Unknown)
The flood risk of this land has not yet been mapped. Unmapped locations may also be subject to flood related development controls

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

No.(Unknown)
The flood risk of this land has not yet been mapped. Unmapped locations may also be subject to flood related development controls

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

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

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.

11. Bush fire prone land

Is the land bush fire prone land?

No.

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. 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 Loos-fill asbestos Public Register contact NSW Fair Trading. Tel:13 32 20 or www.loosefillasbestos.nsw.gov.au.

13. 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.

14. 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 Part 10 of the Environmental Planning and Assessment Regulation 2021. And Assessment Act 1979, Schedule 7*

15. 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.

16. 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.*

17. 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.*

18. 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.

19. 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.

20. Western Sydney Aerotropolis

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

21. Development consent 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 the repealed 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.

SPECIAL NOTE: *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 repealed on 26 November 2021 by State Environmental Planning Policy (Housing) 2021*

22. Site compatibility certificates and development consent conditions for affordable rental housing

Is there a current site compatibility certificate (affordable housing), of which council is aware, in respect of proposed development on the land issued under clause 39 of State Environmental Planning Policy (Housing) 2021?

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

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.*

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.

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.*

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 Loos-fill asbestos Public Register please contact NSW Fair Trading. Tel:13 32 20 or www.loosefillasbestos.nsw.gov.au.

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.

Threatened species, populations and ecological communities:

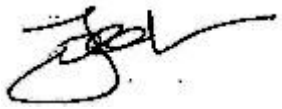
This land may contain threatened species, populations and ecological communities listed under the *Biodiversity Conservation Act 2016 (NSW)* and or the *Environment Protection Biodiversity Conservation Act 1999* (Commonwealth). For more information contact NSW Office of Environment and Heritage Tel: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

This land may contain one or more of the following endangered or critically endangered ecological communities listed under Schedule 2 of the *Biodiversity Conservation Act 2016*

(NSW):

Blue Gum High Forest in the Sydney Basin Bioregion,
Coastal Saltmarsh in the New South Wales North Coast, Sydney Basin and South East Corner Bioregions,
Coastal Upland Swamp in the Sydney Basin Bioregion,
Duffys Forest Ecological Community in the Sydney Basin Bioregion,
Swamp Oak Floodplain Forest of the New South Wales North Coast, Sydney Basin and South East Corner Bioregions,
Sydney Turpentine Ironbark Forest.

For more information contact NSW Department of Environment & Heritage. Tel:131 555 or email info@environment.nsw.gov.au <mailto:info@environment.nsw.gov.au>



John McKee
General Manager

Sewer Service Diagram

Application Number: 8002040041

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM

Municipality of KU-RING-GAI **No.** 492875

MC TACKETT

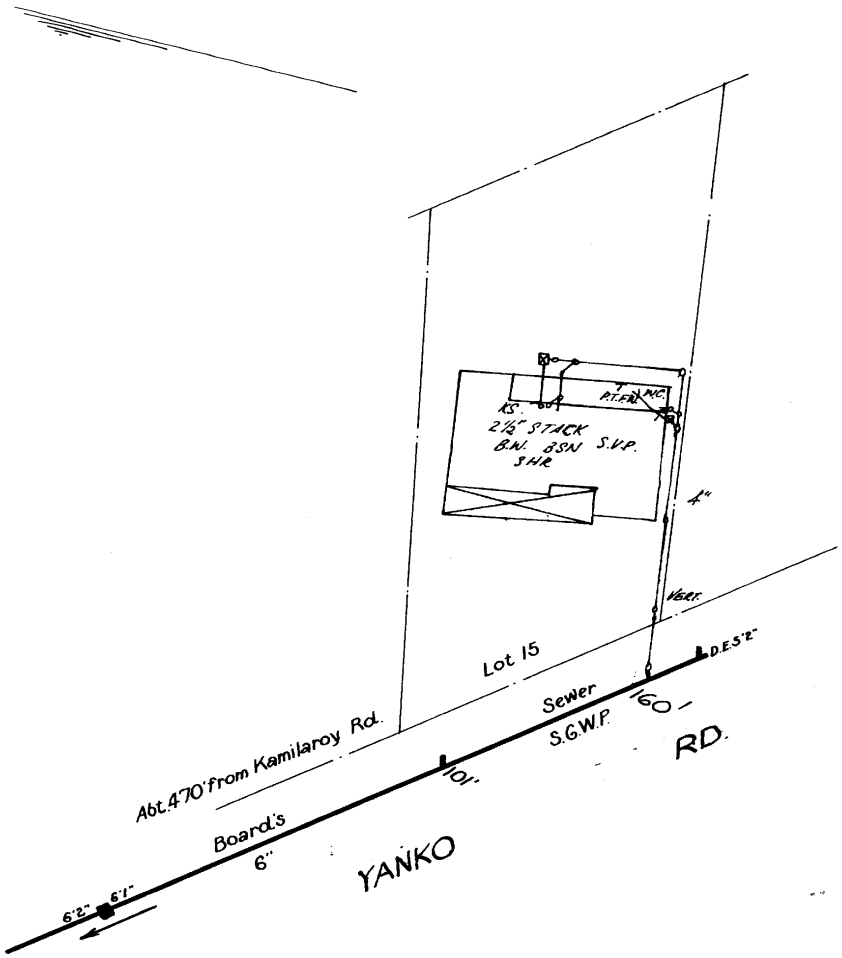
SYMBOLS AND ABBREVIATIONS

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

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

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



RATE No ..... W.C.S. ..... U.C.S. ..... 19 .....

SHEET No. 5864 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

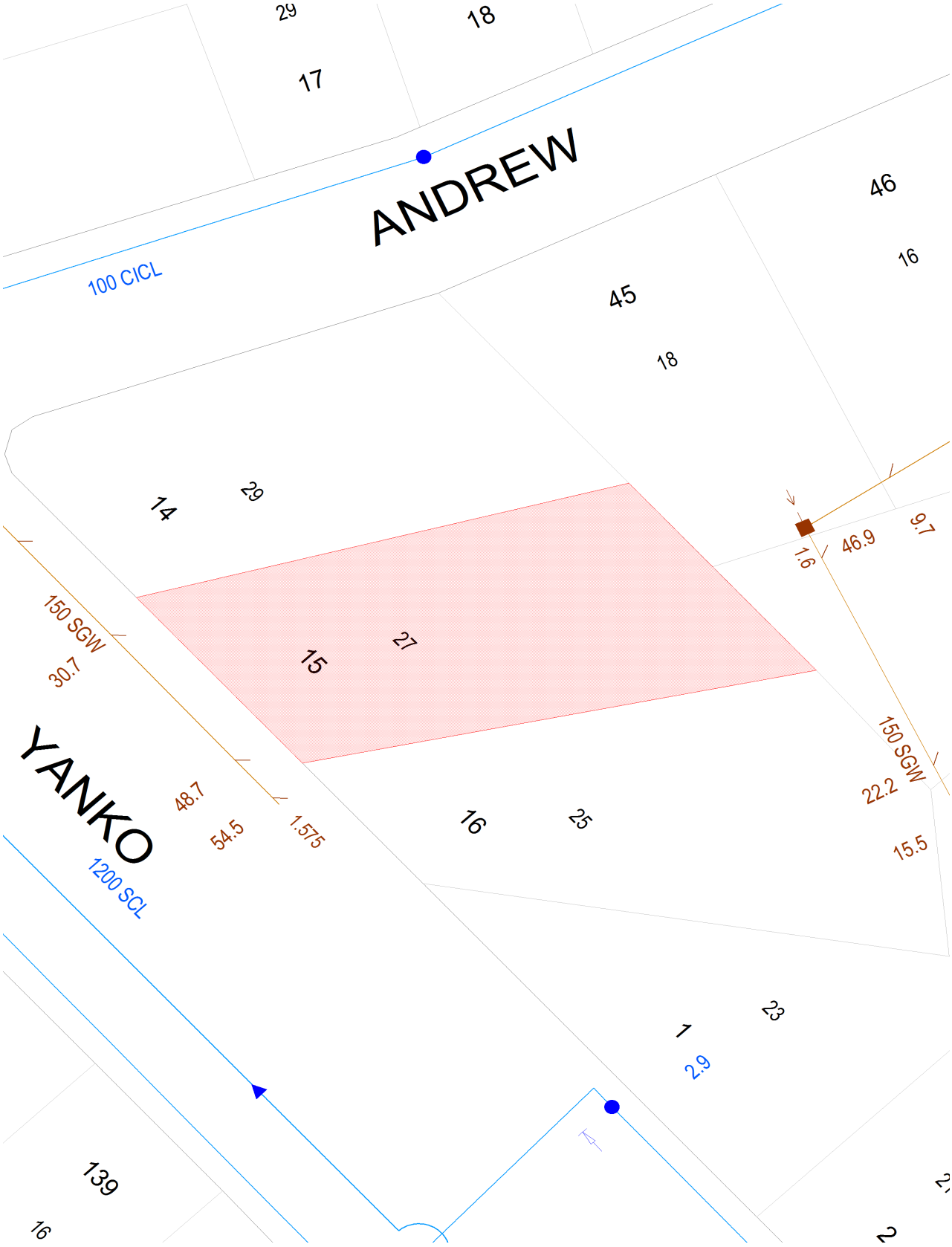
DRAINAGE	DATE		PLUMBING	DATE
Supervised by ..... Inspector	/ /	BRANCH OFFICE Date / /	Supervised by ..... Inspector	/ /
Examined by ..... Chief Inspector	/ /	Outfall ..... NLL Drainer ..... Plumber	425 251 579 055	
Tracing Checked	/ /	Boundary Trap ~~is~~/is not required.		

Document generated at 25-10-2022 02:41:54 PM

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

Service Location Print

Application Number: 8002040023



Document generated at 25-10-2022 02:41:50 PM

Disclaimer

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

Asset Information

Legend

Sewer

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

Pressure Sewer

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

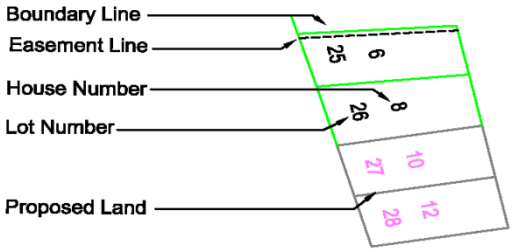
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



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

Water

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

Private Mains

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

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

Pipe Types

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

Further Information

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

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

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

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

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	**b45101f7**
Property Address:	**27 YANKO ROAD WEST PYMBLE**
Date of Registration:	**22 November 2018**
Type of Pool:	**An outdoor pool that is not portable or inflatable**
Description of Pool:	**In ground**

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

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

Please remember:

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

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

This is NOT a Certificate of Compliance

END OF CONTRACT