

# Contract for the sale and purchase of land 2018 edition

eCOS ID: 51593710

NSW Duty:

<b>TERM</b>	<b>MEANING OF TERM</b>		
vendor's agent	SMITH PROPERTY AGENTS 35 YORK STREET, EAST GOSFORD		Phone: 4321 1829
co-agent			Fax:
vendor	FRANK WILSON WHITTINGTON, CHRISTINE JOAN WHITTINGTON 53 Waratah Street EAST GOSFORD NSW 2250		Ref: Scott Smith
vendor's solicitor	Conditis & Associates S305 Level 3 131-133 Donnison Street GOSFORD NSW 2250		Phone:
			Fax: (02) 4323 2184
			Ref: 20180694
date for completion	42 days after the contract date	(clause 15)	Email: e.edwin@conditis.com
land	53 WARATAH ST EAST GOSFORD NSW 2250		
(Address, plan details and title reference)	LOT 33 IN DEPOSITED PLAN 240430 33/240430		
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

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

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

## Choices

vendor agrees to accept a **deposit-bond** (clause 3)  NO  yes  
**proposed electronic transaction** (clause 30)  no  YES

**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 *RW payment* (residential withholding payment)  NO  yes (if yes, vendor must provide further details)

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

***RW payment (residential withholding payment) – further details***

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	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. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i> );
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

## 2 Deposit and other payments before completion

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

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.

3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.

3.9 The vendor must give the purchaser the *deposit-bond* –

3.9.1 on completion; or

3.9.2 if this contract is *rescinded*.

3.10 If this contract is *terminated* by the vendor –

3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or

3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

3.11 If this contract is *terminated* by the purchaser –

3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or

3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –

4.1.1 the form of transfer; and

4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.

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

4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.

4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

### 5 Requisitions

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

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

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

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

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

### 6 Error or misdescription

6.1 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**

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

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

**8 Vendor's rights and obligations**

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

**9 Purchaser's default**

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

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

**10 Restrictions on rights of purchaser**

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

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

**16 Completion****• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

**• Purchaser**

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *remittance amount payable*;
  - *RW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

**• Place for completion**

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

**17 Possession**

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

**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 *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

## 23 Strata or community title

### • Definitions and modifications

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

- **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

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

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

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

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

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

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

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

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

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

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

## 26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## 27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

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

**29 Conditional contract**

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

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

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

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

### 31 Foreign Resident Capital Gains Withholding

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

- 31.2.4     *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3     The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4     If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5     If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

## ADDITIONAL PROVISIONS

These additional clauses form part of the Contract for Sale and Purchase of Land of 53 Waratah Street, East Gosford dated

**BETWEEN: FRANK WILSON WHITTINGTON and CHRISTINE JOAN WHITTINGTON**  
**(as Vendor)**

**AND: (as Purchaser)**

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### **32 Completion and Notice to Complete**

- 32.1 Completion shall take place at any address nominated by the vendor's solicitor.
- 32.2 For the purpose of Clause 15, a period of fourteen (14) days after the date of service of a notice to complete is a reasonable period to allow for completion, and any time between 10.25 am and 3.35 pm on the day required for completion is a reasonable time for the vendor to require completion.
- 32.3 A party reserves the right to withdraw any notice to complete and issue further notices to complete.
- 32.4 If the vendor is the party who becomes entitled to and does issue a notice to complete, the purchaser agrees to pay to the vendor on completion the sum of \$330.00 being the vendor's legal costs in connection with the issue of a notice to complete.

### **33 Standard Form Contract**

#### **33.1 Amendments to Printed Form**

The printed clauses of the standard form contract are amended as follows:–

33.1.1 at clause 2.9:

Insert at the end of the clause "if this contract is completed, and otherwise to the party entitled to the deposit."

33.1.2 at clause 16.5 delete the words "plus another 20% of that fee";

33.1.3 Insert new clause 20.16–

"20.16 In this contract *in writing* includes any communication sent by letter, facsimile transmission or by electronic communication (**email**)."

33.1.4 Insert new clause 20.17–

“20.17 If a party’s solicitors email address is noted on the first page of the contract, the parties agree that the provisions of the *Electronic Transactions Act 2000* (NSW) shall apply to this contract and communication pursuant to it.”

### **33.2 Interpretation**

If there is any inconsistency between these additional provisions and the provisions of the contract for sale and purchase of land – 2018 edition, these additional provisions shall prevail.

## **34 Payment of interest for delayed completion**

### **34.1 Delayed completion**

34.1.1 If completion does not take place on or before the date for completion and the vendor is not at fault, then—

- (a) the purchaser must pay on completion interest on the balance of the purchase price at the rate of 8% per annum calculated daily from and including the date for completion to but excluding the actual day of completion; and
- (b) the vendor is not obliged to complete unless that interest is paid.

34.1.2 Interest payable pursuant to this clause is a genuine pre-estimate of the vendor’s loss as a result of the purchaser’s failure to complete in accordance with this contract.

34.1.3 The right to interest does not limit any other rights the vendor may have as a result of the purchaser’s failure to complete in accordance with this contract.

### **34.2 Postponed date for completion**

34.2.1 If completion does not take place on or before the date for completion due to the fault of the vendor, the vendor must give the purchaser three (3) business days’ notice of the date when the vendor will be ready to complete this contract (**the postponed date for completion**).

34.2.2 If completion does not take place by the postponed date for completion and the vendor is not at fault:

- (a) the purchaser must pay interest on the unpaid balance of the price at the rate of 8% per annum calculated daily from and including the postponed date for completion to but excluding the actual day of completion; and
- (b) the provisions of clauses 34.1.1(b), 34.1.2 and 34.1.3 shall apply.

**35 Present condition, location and state of repair of the property and fencing of any adjoining land owned by the vendor**

35.1 The purchaser agrees that it is purchasing the property:

35.1.1 in its existing state of repair and condition as at the date of this contract,

35.1.2 as a result of the purchaser's own inspections and enquiries;

35.1.3 subject to the nature, location and condition of all existing water, sewerage, drainage, plumbing, services and connections in respect of the property; and

35.1.4 subject any infestations and dilapidation.

35.2 The purchaser agrees not to require the vendor to:

35.2.1 perform any work to the property or the property's services after the date of this contract, unless the nature of the work is specified in this contract; and

35.2.2 contribute to the cost of erecting any fence between the land and any adjoining land owned by the vendor after completion.

**36 Whole Agreement**

The purchaser agrees that no agreement has been made with the vendor about the property or the services to the property apart from the agreement set out in this contract.

**37 Purchaser's Warranties**

37.1 The purchaser represents and warrants that the purchaser has not relied on any representation or warranty by the vendor or the vendor's agent or co-agent:

37.1.1 in respect of the property or the property's services apart from the information disclosed in this contract; and

37.1.2 the potential or present use or development of the property;

37.2 The purchaser acknowledges that in entering into this contract the vendor has relied on the warranties given by the purchaser in this clause 37.

**38 Real Estate Agent**

**38.1 Vendor's warranty**

The vendor warrants that the vendor has not entered an exclusive agency agreement with any real estate agent other than the vendor's agent, if any.

## **38.2 Purchaser's warranty**

The purchaser warrants that the purchaser:

- 38.2.1 was not introduced to the vendor or the property by a real estate agent, an employee of a real estate agent, or any other person having a connection with a real estate agent who may be entitled to commission as a result of this sale other than the vendor's agent, if any; and
- 38.2.2 understands the vendor may be sued by a real estate agent for commission if the purchaser was introduced to the vendor or the property by any real estate agent other than the vendor's agent, if any .

## **38.3 Purchaser's indemnity**

- 38.3.1 The purchaser agrees to indemnify and keep the vendor indemnified from and against any claim for commission made by a real estate agent other than the vendor's agent (if any) by which that real estate agent claims to have introduced the purchaser to the vendor or the property.
- 38.3.2 This indemnity includes the vendor's reasonable costs and expenses in opposing such a claim and defending any proceedings commenced against the vendor in connection with such a claim.
- 38.3.3 This indemnity shall continue after completion.

## **39 Capacity**

### **39.1 Death**

- 39.1.1 If the purchaser, or one of the purchasers dies before this contract is completed, the vendor can rescind.
- 39.1.2 If the vendor, or one of the vendors dies before this contract is completed, the purchaser can rescind.

### **39.2 Mental incapacity**

- 39.2.1 If the purchaser or one of the purchasers becomes incapable of completing this contract by reason of a mental illness or disorder, the vendor can rescind.
- 39.2.2 If the vendor or one of the vendors becomes incapable of completing this contract by reason of a mental illness or disorder, the purchaser can rescind.

### **39.3 Insolvency**

If the purchaser or one of the purchasers is a corporation, the vendor may serve a

notice terminating this contract at any time after:

- 39.3.1 a liquidator, provisional liquidator, receiver, controller or administrator is appointed with respect to the purchaser or one of the purchasers;
- 39.3.2 a summons is presented for the winding-up of the purchaser or one of the purchasers;
- 39.3.3 the purchaser or one of the purchasers enters into a scheme of arrangement with its creditors under the Corporations Act 2001.

## **40 Deposit**

### **40.1 Payment of deposit in instalments**

- 40.1.1 If the vendor agrees to accept on the date of this contract an amount that is less than the 10% deposit as part payment of the deposit, then the deposit must be paid by the following instalments and this time is essential:
  - (a) an amount of \$[ ] on the date of the contract; and
  - (b) an amount of \$[ ] on actual completion or within 14 days after the date for completion, whichever is the earlier.
- 40.1.2 For the purposes of clause 9 of this contract, the deposit is taken to be 10% of the price noted on the front page of the contract, notwithstanding that it is paid in instalments.
- 40.1.3 Upon default by the purchaser in payment of the deposit in accordance with this clause the vendor will be entitled to recover the balance of the unpaid deposit.
- 40.1.4 The rights given to the vendor under this clause will be in addition to all other rights conferred on the vendor by clause 9.

### **40.2 Deposit payable during the cooling off period**

- 40.2.1 If a cooling off period applies to this contract and the parties agree that the deposit is to be paid in instalments, the purchaser agrees to pay the deposit in 2 instalments as follows:
  - (a) on or before the date of this contract 0.25% of the purchase price; and
  - (b) a further 9.75% of the purchase price no later than 5 pm on the date of the expiry of the cooling of the period.

## **41 Purchaser Trustee**

- 41.1 If the purchaser is a trustee of a Trust, the purchaser warrants:
  - 41.1.1 the purchaser is the only trustee of the Trust;

- 41.1.2 no action has been taken or is proposed to remove the purchaser as trustee of the Trust;
- 41.1.3 the purchaser has power under the Trust Deed to enter into and observe the purchaser's obligations under this contract and the purchaser has entered into this contract in the purchaser's capacity as trustee of the Trust and for the benefit of the beneficiaries of the Trust;
- 41.1.4 the purchaser has a right to be fully indemnified out of the Trust Fund in respect of obligations incurred by the purchaser under this contract;
- 41.1.5 the Trust Fund is sufficient to satisfy the respective rights of indemnity and all other obligations in respect of which the purchaser has a right to be indemnified out of the Trust Fund;
- 41.1.6 the purchaser is not in default under the Trust Deed;
- 41.1.7 no action has been taken or is proposed to terminate the Trust; and
- 41.1.8 the purchaser and, if the purchaser is a corporation, the purchaser's directors and other officers have complied with their obligations in connection with the Trust.

## **42 Corporate Purchaser**

### **42.1 Warranty by corporate purchaser**

If the purchaser is a company, the person/s signing for and on behalf of the company warrants that:—

- 42.1.1 they have the authority to do so;
- 42.1.2 the company is bound by this contract; and
- 42.1.3 the company will comply with the provisions of the contract.

### **42.2 Guarantee by directors of corporate purchaser**

42.2.1 The word *guarantor* means each director of each purchaser which is a company as at the date of this contract.

42.2.2 In consideration of the vendor entering into this contract at the guarantor's request, as is evidenced by the guarantor's execution, the guarantor guarantees to the vendor:

- (a) the performance of the purchaser's obligations under the contract; and
- (b) payment of all money payable by the purchaser under the contract.

42.2.3 The guarantor:

- (a) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising as a result of any breach or default by the purchaser of its obligations under the contract;
- (b) must pay on demand any money due to the vendor under this indemnity; and
- (c) is jointly and separately liable with the purchaser to the vendor for the performance by the purchaser of its obligations under this contract and any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.

42.2.4 The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor.

42.2.5 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.

42.2.6 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.

42.2.7 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:

- (a) the granting of any time, waiver, covenant not to sue or other indulgence;
- (b) the release or discharge of any person;
- (c) an arrangement entered into by the vendor, the purchaser, the guarantor or any other person;
- (d) any moratorium or other suspension of the right, power, authority or discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
- (e) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- (f) the winding up of the purchaser.

42.3 This guarantee is binding on the guarantor, the guarantor's executors, administrators and assigns of the guarantor.

42.4 This clause is an essential term of this contract.

SIGNED by )  
 )  
the guarantor in the presence of: )

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Signature

## **Additional Clauses**

### **43 Tenancy**

#### **43.1 Property is sold subject to tenancy**

43.1.1 The purchaser agrees that—

- (a) the property is sold subject to a residential tenancy (**the Tenancy**) and the residential tenancy agreement, a copy of which is annexed to this contract (**Tenancy Document**); and
- (b) the tenant's fixtures and fittings are excluded from the sale;
- (c) the purchaser has relied on its own enquiries in identifying the tenant's fixtures; and
- (d) cannot make a claim, requisition or rescind or terminate in respect of the tenant's fixtures.

43.1.2 If the property becomes vacant before the date for completion,

- (a) the purchaser cannot make a claim or requisition or rescind or terminate; and
- (b) the vendor will not enter into a new residential tenancy agreement except without the prior written consent of the purchaser which is not to be unreasonably withheld.

43.1.3 The vendor does not represent or warrant that the:—

- (a) Tenancy Document or Tenancy will be in force at the date for completion;
- (b) Tenancy is valid or enforceable;
- (c) Tenancy complies with the relevant law; or
- (d) tenant will not be in default on or prior to the date for completion.

43.1.4 Clause 24.3 of the contract is deleted.

#### **43.2 Bond**

43.2.1 The vendor is entitled to make a claim upon the bond lodged with the Rental Bond Board in satisfaction of any amount owing to the vendor as at the date for completion.

43.2.2 The vendor will notify the purchaser of the amount:

- (a) due to the vendor; and
- (b) claimed by the vendor from the bond.

43.2.3 The purchaser cannot make a claim or requisition or rescind or terminate in relation to any claim made by the vendor upon the bond.

### **43.3 On completion**

43.3.1 On the date for completion, the vendor will give to the purchaser a notice of attornment pursuant to s76 of the *Residential Tenancies Act (2010)* (NSW) which the purchaser agrees to serve on the tenant promptly after the date for completion.

43.3.2 If the purchaser does not engage [ ] (**the Managing Agent**), on the date for completion the vendor will give to the purchaser:

- (a) a change of managing agent form; and
- (b) the original Tenancy Document.

43.3.3 If the purchaser engages the Managing Agent to act for the purchaser in respect of the tenancy of the property after the date for completion, the vendor and the purchaser agree that the Managing Agent will adjust the rent as at the date for completion.

### **44 Release of Deposit**

44.1 The purchaser authorises the release of the deposit to the vendor as the vendor may require to pay a deposit in respect of the purchase of a property in New South Wales or Queensland ("the deposit cheque") and to pay any duty with respect to that purchase ("the duty cheque"). The deposit cheque must be deposited into a real estate agent's trust account or a solicitor's trust account.

44.2 The purchaser agrees that the receipt of a letter from the vendor's solicitor requesting the release of the deposit cheque and the duty cheque will be sufficient authority for the deposit holder to draw and release those cheques.

### **45 Transfer of contract**

45.1 The purchaser cannot nominate an alternative transferee, assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor.



FOLIO: 33/240430

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
17/7/2019	10:32 AM	5	29/10/2018

LAND

----

LOT 33 IN DEPOSITED PLAN 240430  
AT EAST GOSFORD  
LOCAL GOVERNMENT AREA CENTRAL COAST  
PARISH OF GOSFORD COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP240430

FIRST SCHEDULE

-----

FRANK WILSON WHITTINGTON  
CHRISTINE JOAN WHITTINGTON  
AS JOINT TENANTS

(T W669865)

SECOND SCHEDULE (2 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP240430 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

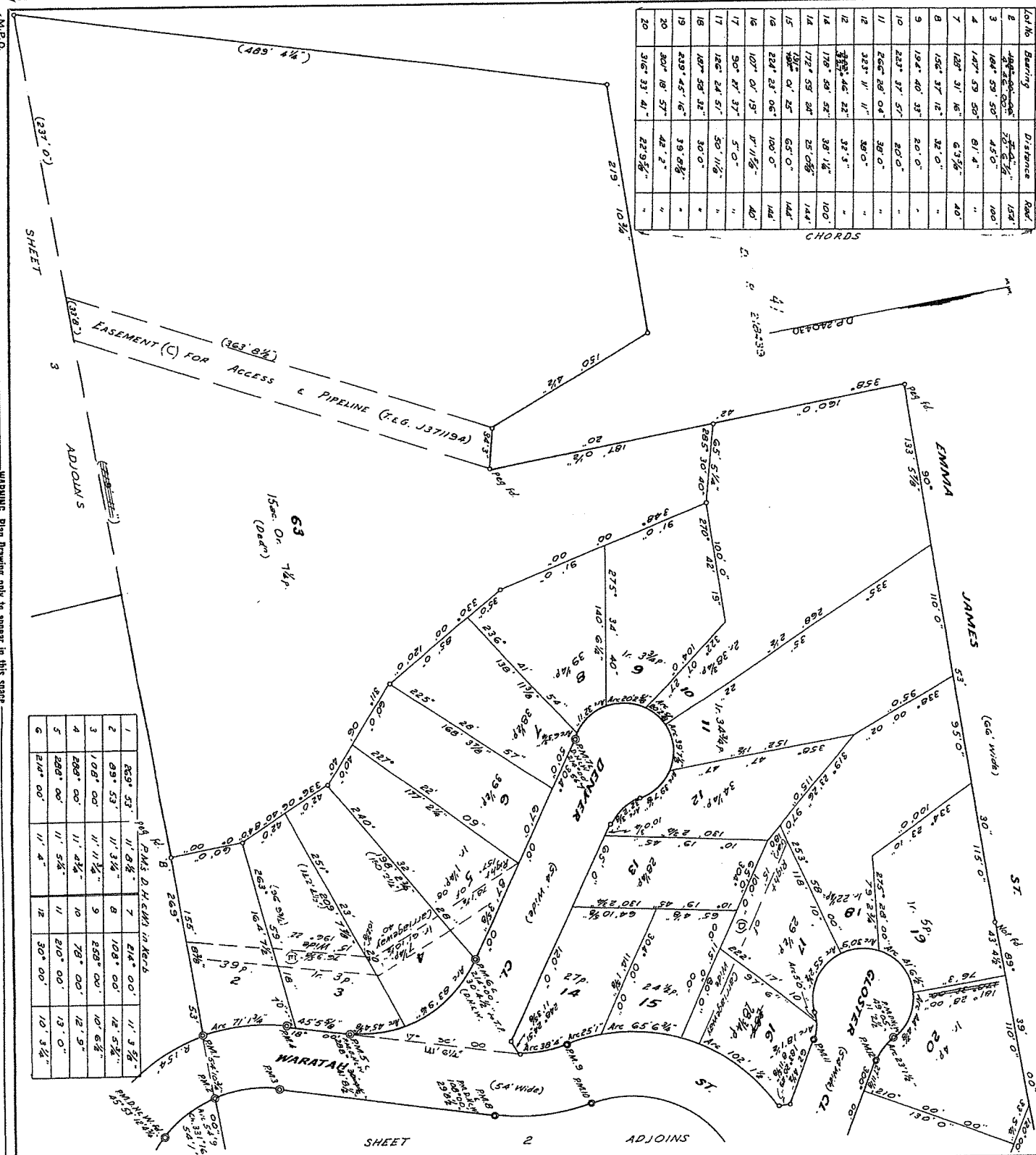
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UNREGISTERED DEALINGS: NIL

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

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

Lot No	Bearing	Distance	Road
1	147° 53' 50"	81.4'	"
2	128° 31' 16"	63.3%	40'
3	156° 37' 12"	32.0"	"
4	124° 40' 33"	20.0"	"
5	262° 20' 04"	38.0"	"
6	223° 11' 11"	39.0"	"
7	333° 46' 22"	37.5"	"
8	178° 59' 52"	38.1%	144'
9	172° 59' 20"	25.0%	144'
10	124° 37' 06"	100.0"	144'
11	107° 01' 15"	17.11%	40'
12	90° 27' 37"	5.0"	"
13	126° 24' 57"	50.11%	"
14	148° 58' 32"	30.0"	"
15	439° 45' 16"	39.0%	"
16	201° 18' 57"	42.2"	"
17	316° 33' 41"	22.9%	"



Lot No	Bearing	Distance	Road
1	86° 53'	11.88'	7
2	89° 53'	11.34'	8
3	108° 00'	11.11%	9
4	288° 00'	11.42%	10
5	288° 00'	11.52%	11
6	214° 00'	11.4'	12

**D.P. 240430**

Registered: 17/3/1971

C.A. No. 4765 of 24-12-1970

Title System: Torrens

Purpose: Subdivision

Ref. Map: Gosford Sh. 8  
 DP 2182968 DP 215443  
 Last Plan: DP 234846 DP 234847

PLAN OF  
 Subdivision of  
 Lot 4 D.P. 218296 &  
 Lot 31 D.P. 215443  
 Lot 19 D.P. 234847

Scale: G.O.F. to all feet

Main/Shire: GOSFORD  
 City: GOSFORD  
 Locality: EAST GOSFORD  
 Parish: GOSFORD  
 County: NORTHERNBERLAND

This is Sheet 1 of my plan in 3 Sheets  
 Details if applicable.

**Barbara Cahill**  
 of Cahill & Cameron  
 a surveyor registered under the Surveyors Act, 1923, as amended,  
 do hereby certify that the survey represented in  
 this plan was made in accordance with the provisions of the  
 said Act and that the measurements were taken in accordance  
 with the provisions of the said Act and were completed on  
 the 19th day of October, 1971.

**Barbara Cahill**  
 Signature

Signed and stamped under Surveyors Act, 1923, as amended,  
 before me at Gosford, New South Wales, on the 19th day of  
 October, 1971.

**John J. Sullivan**  
 Justice of the Peace

**SIGNATURE**

THE COMMON SEAL OF THE LOCAL GOVERNMENT OF GOSFORD SHIRE in the presence of:

I hereby certify that the plan is a true and correct copy of the original plan as submitted to me and that the same has been approved by the Council of the Local Government of Gosford Shire.

**John J. Sullivan**  
 Justice of the Peace

**Barbara Cahill**  
 Surveyor

**John J. Sullivan**  
 Justice of the Peace

**Barbara Cahill**  
 Surveyor

**John J. Sullivan**  
 Justice of the Peace

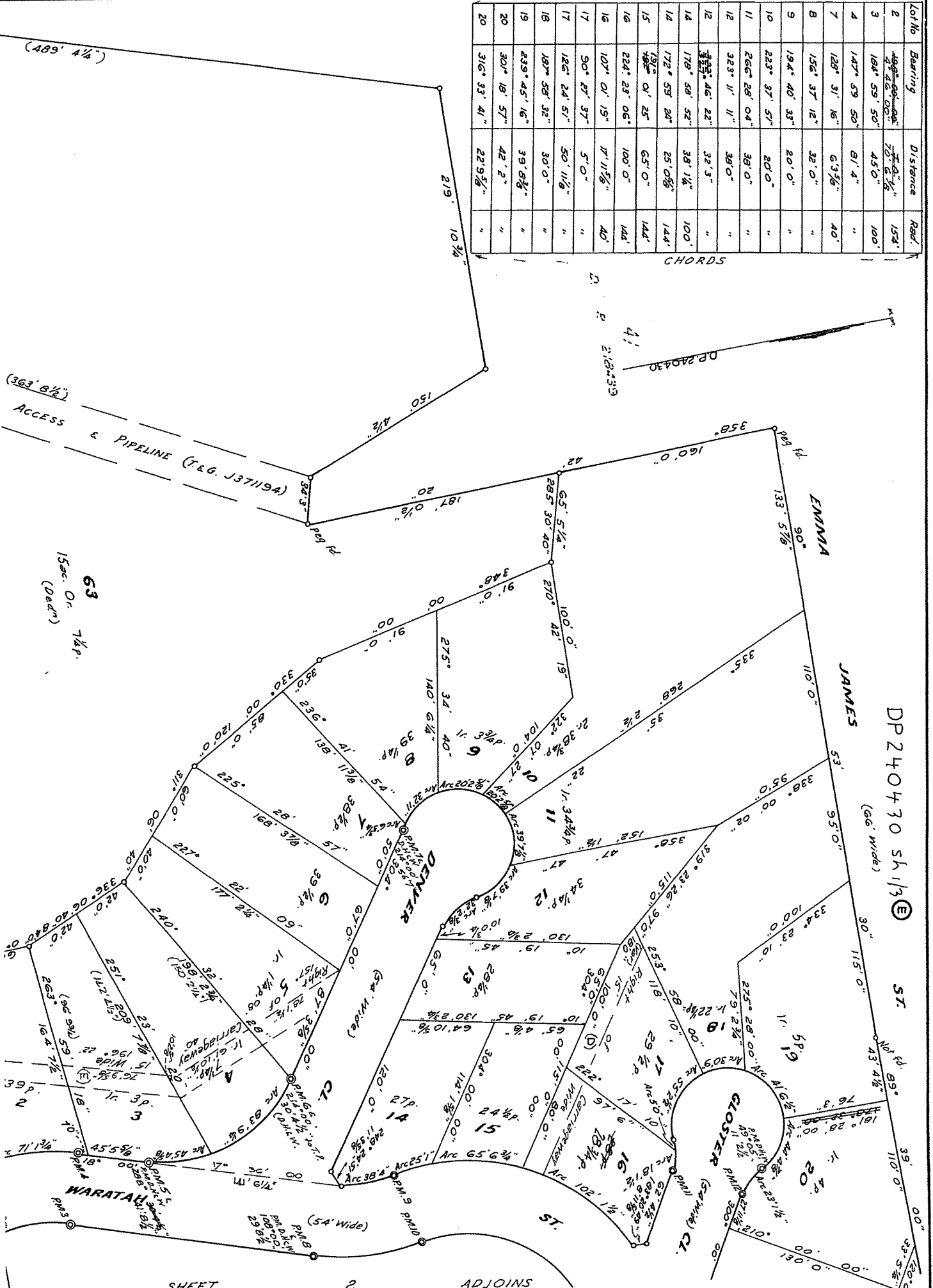
**Barbara Cahill**  
 Surveyor

WARNING: Plan Drawing only to appear in this space.

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

Lot No	Bearing	Distance	Road
2	48° 00' 00" S 70' 6 1/8"	154'	100'
3	184° 59' 50"	45' 0"	100'
4	147° 59' 50"	81' 4"	"
7	128° 31' 16"	63 3/8"	40'
8	156° 37' 12"	32' 0"	"
9	194° 40' 33"	20' 0"	"
10	223° 37' 51"	20' 0"	"
11	26° 28' 04"	38' 0"	"
12	323° 11' 11"	38' 0"	"
12	323° 11' 11"	32' 3"	"
14	176° 58' 52"	38' 1 1/8"	100'
14	172° 55' 24"	25' 0 5/8"	144'
15	197° 01' 25"	65' 0"	144'
16	224° 23' 06"	100' 0"	144'
16	107° 01' 19"	17' 11 3/8"	40'
17	90° 27' 37"	5' 0"	"
17	126° 24' 51"	50' 11 1/8"	"
18	187° 58' 32"	30' 0"	"
19	239° 45' 16"	39' 8 1/8"	"
20	301° 18' 57"	42' 2"	"
20	316° 33' 41"	22' 9 3/8"	"

CHORDS



DP 240430 Sh 1/3 (E)

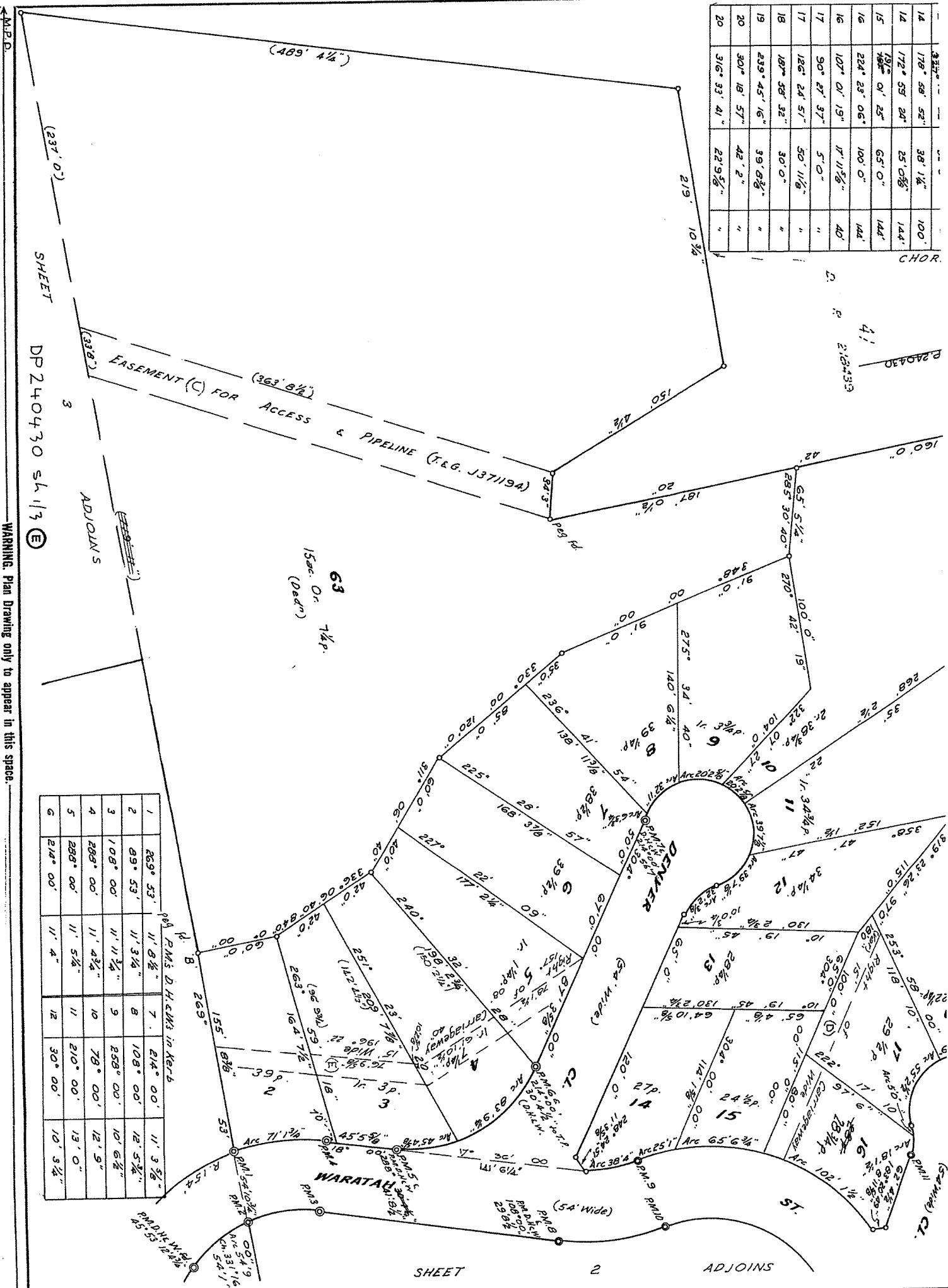
ST

SHEET 2 ADJOINS

WARNING: Plan Drawing only to appear in this space.

14	322° 58' 52"	38' 1 1/2"	100'
12	172° 59' 24"	25' 0 3/8"	144'
15	197° 0' 25"	65' 0"	144'
16	224° 23' 06"	100' 0"	144'
17	107° 0' 19"	17' 11 3/8"	40'
17	90° 27' 37"	5' 0"	"
17	126° 24' 51"	50' 11 1/8"	"
18	187° 58' 32"	30' 0"	"
19	239° 45' 16"	39' 8 3/8"	"
20	301° 18' 57"	42' 2"	"
20	316° 33' 41"	22' 9 5/8"	"

CHOR.



1	269° 53'	11' 8 1/2"	7.	214° 00'	11' 3 5/8"
2	89° 53'	11' 3 3/4"	8	108° 00'	12' 5 3/4"
3	108° 00'	11' 11 3/4"	9	258° 00'	10' 6 1/2"
4	288° 00'	11' 4 3/4"	10	78° 00'	12' 9"
5	288° 00'	11' 5 3/4"	11	210° 00'	13' 0"
6	214° 00'	11' 4"	12	30° 00'	10' 3 1/4"

PT'S D.H. LINES in Kerb

SHEET 2

ADJOINS

WARNING: Plan Drawing only to appear in this space.

DP240430 sk 1/3

SHEET

M.P.D.

G3  
 15sec. Or. 7 1/4p.  
 (Deedn)

P.240430  
 41  
 2124333

EASEMENT (C) FOR ACCESS & PIPELINE (F&G. J371194)

WARATAH ST

DSMWER

WARATAH ST

(S&W) CL.

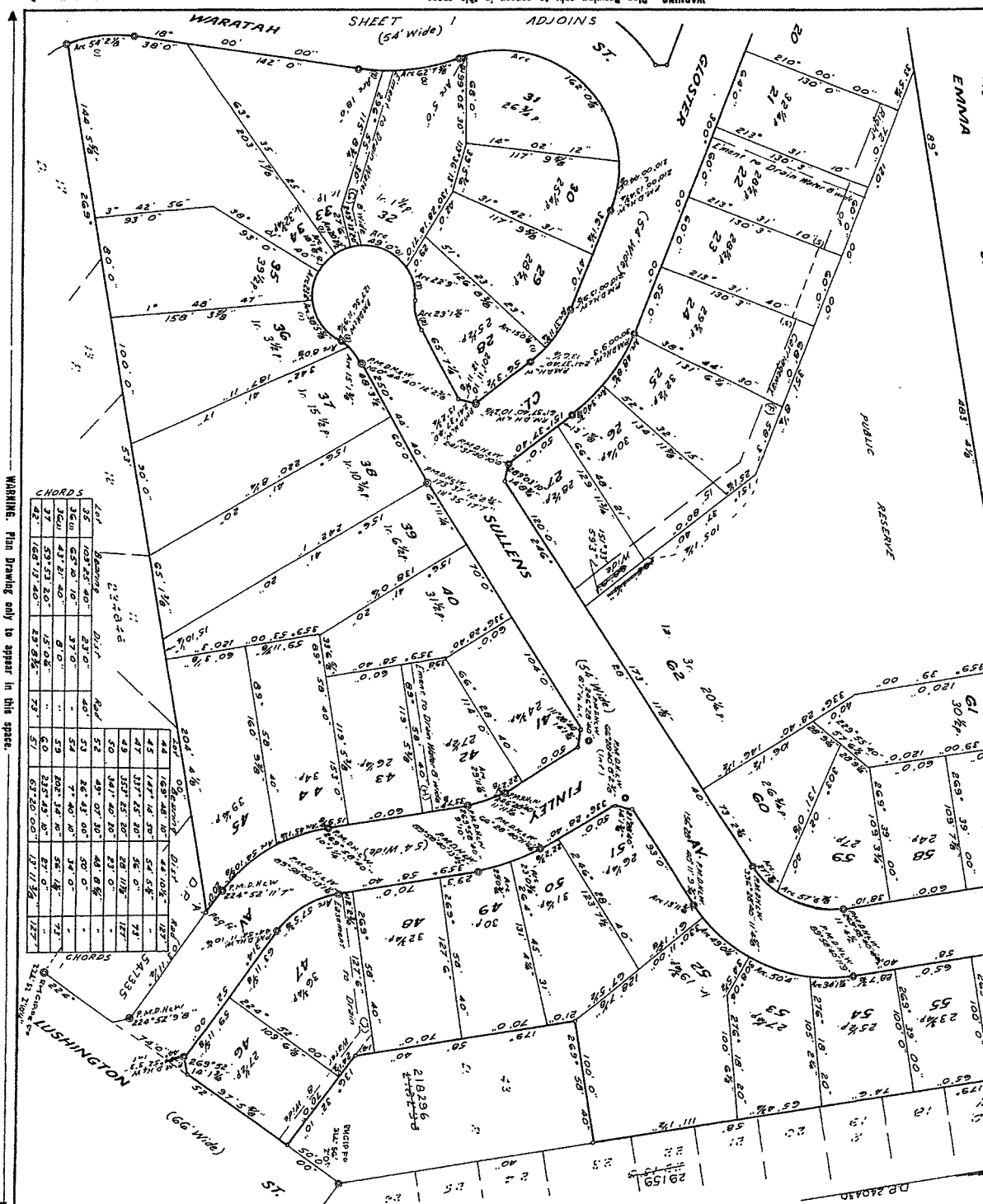
WARNING: Plan Drawing only to appear in this space.

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

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

CHORDS

Lot	Area	Dist	Area	Dist	Area	Dist
28U	247' 08" 50"	51.0'	38U	359' 39" 00"	62' 2 1/2"	100'
28V	247' 08" 50"	51.0'	38W	359' 39" 00"	62' 2 1/2"	100'
29	247' 08" 50"	51.0'	39	359' 39" 00"	62' 2 1/2"	100'
30	247' 08" 50"	51.0'	40	359' 39" 00"	62' 2 1/2"	100'
31	247' 08" 50"	51.0'	41	359' 39" 00"	62' 2 1/2"	100'
32	247' 08" 50"	51.0'	42	359' 39" 00"	62' 2 1/2"	100'
33	247' 08" 50"	51.0'	43	359' 39" 00"	62' 2 1/2"	100'
34	247' 08" 50"	51.0'	44	359' 39" 00"	62' 2 1/2"	100'
35	247' 08" 50"	51.0'	45	359' 39" 00"	62' 2 1/2"	100'
36	247' 08" 50"	51.0'	46	359' 39" 00"	62' 2 1/2"	100'
37	247' 08" 50"	51.0'	47	359' 39" 00"	62' 2 1/2"	100'
38	247' 08" 50"	51.0'	48	359' 39" 00"	62' 2 1/2"	100'
39	247' 08" 50"	51.0'	49	359' 39" 00"	62' 2 1/2"	100'
40	247' 08" 50"	51.0'	50	359' 39" 00"	62' 2 1/2"	100'
41	247' 08" 50"	51.0'	51	359' 39" 00"	62' 2 1/2"	100'
42	247' 08" 50"	51.0'	52	359' 39" 00"	62' 2 1/2"	100'
43	247' 08" 50"	51.0'	53	359' 39" 00"	62' 2 1/2"	100'
44	247' 08" 50"	51.0'	54	359' 39" 00"	62' 2 1/2"	100'
45	247' 08" 50"	51.0'	55	359' 39" 00"	62' 2 1/2"	100'
46	247' 08" 50"	51.0'	56	359' 39" 00"	62' 2 1/2"	100'
47	247' 08" 50"	51.0'	57	359' 39" 00"	62' 2 1/2"	100'
48	247' 08" 50"	51.0'	58	359' 39" 00"	62' 2 1/2"	100'
49	247' 08" 50"	51.0'	59	359' 39" 00"	62' 2 1/2"	100'
50	247' 08" 50"	51.0'	60	359' 39" 00"	62' 2 1/2"	100'
51	247' 08" 50"	51.0'	61	359' 39" 00"	62' 2 1/2"	100'
52	247' 08" 50"	51.0'	62	359' 39" 00"	62' 2 1/2"	100'
53	247' 08" 50"	51.0'	63	359' 39" 00"	62' 2 1/2"	100'
54	247' 08" 50"	51.0'	64	359' 39" 00"	62' 2 1/2"	100'
55	247' 08" 50"	51.0'	65	359' 39" 00"	62' 2 1/2"	100'
56	247' 08" 50"	51.0'	66	359' 39" 00"	62' 2 1/2"	100'
57	247' 08" 50"	51.0'	67	359' 39" 00"	62' 2 1/2"	100'
58	247' 08" 50"	51.0'	68	359' 39" 00"	62' 2 1/2"	100'
59	247' 08" 50"	51.0'	69	359' 39" 00"	62' 2 1/2"	100'
60	247' 08" 50"	51.0'	70	359' 39" 00"	62' 2 1/2"	100'
61	247' 08" 50"	51.0'	71	359' 39" 00"	62' 2 1/2"	100'
62	247' 08" 50"	51.0'	72	359' 39" 00"	62' 2 1/2"	100'
63	247' 08" 50"	51.0'	73	359' 39" 00"	62' 2 1/2"	100'
64	247' 08" 50"	51.0'	74	359' 39" 00"	62' 2 1/2"	100'
65	247' 08" 50"	51.0'	75	359' 39" 00"	62' 2 1/2"	100'
66	247' 08" 50"	51.0'	76	359' 39" 00"	62' 2 1/2"	100'
67	247' 08" 50"	51.0'	77	359' 39" 00"	62' 2 1/2"	100'
68	247' 08" 50"	51.0'	78	359' 39" 00"	62' 2 1/2"	100'
69	247' 08" 50"	51.0'	79	359' 39" 00"	62' 2 1/2"	100'
70	247' 08" 50"	51.0'	80	359' 39" 00"	62' 2 1/2"	100'
71	247' 08" 50"	51.0'	81	359' 39" 00"	62' 2 1/2"	100'
72	247' 08" 50"	51.0'	82	359' 39" 00"	62' 2 1/2"	100'
73	247' 08" 50"	51.0'	83	359' 39" 00"	62' 2 1/2"	100'
74	247' 08" 50"	51.0'	84	359' 39" 00"	62' 2 1/2"	100'
75	247' 08" 50"	51.0'	85	359' 39" 00"	62' 2 1/2"	100'
76	247' 08" 50"	51.0'	86	359' 39" 00"	62' 2 1/2"	100'
77	247' 08" 50"	51.0'	87	359' 39" 00"	62' 2 1/2"	100'
78	247' 08" 50"	51.0'	88	359' 39" 00"	62' 2 1/2"	100'
79	247' 08" 50"	51.0'	89	359' 39" 00"	62' 2 1/2"	100'
80	247' 08" 50"	51.0'	90	359' 39" 00"	62' 2 1/2"	100'
81	247' 08" 50"	51.0'	91	359' 39" 00"	62' 2 1/2"	100'
82	247' 08" 50"	51.0'	92	359' 39" 00"	62' 2 1/2"	100'
83	247' 08" 50"	51.0'	93	359' 39" 00"	62' 2 1/2"	100'
84	247' 08" 50"	51.0'	94	359' 39" 00"	62' 2 1/2"	100'
85	247' 08" 50"	51.0'	95	359' 39" 00"	62' 2 1/2"	100'
86	247' 08" 50"	51.0'	96	359' 39" 00"	62' 2 1/2"	100'
87	247' 08" 50"	51.0'	97	359' 39" 00"	62' 2 1/2"	100'
88	247' 08" 50"	51.0'	98	359' 39" 00"	62' 2 1/2"	100'
89	247' 08" 50"	51.0'	99	359' 39" 00"	62' 2 1/2"	100'
90	247' 08" 50"	51.0'	100	359' 39" 00"	62' 2 1/2"	100'



CHORDS

Lot	Area	Dist	Area	Dist	Area	Dist
32	102' 25" 40"	23.0'	40	51	49' 07" 10"	46' 8 1/2"
33	102' 25" 40"	23.0'	41	51	49' 07" 10"	46' 8 1/2"
34	102' 25" 40"	23.0'	42	51	49' 07" 10"	46' 8 1/2"
35	102' 25" 40"	23.0'	43	51	49' 07" 10"	46' 8 1/2"
36	102' 25" 40"	23.0'	44	51	49' 07" 10"	46' 8 1/2"
37	102' 25" 40"	23.0'	45	51	49' 07" 10"	46' 8 1/2"
38	102' 25" 40"	23.0'	46	51	49' 07" 10"	46' 8 1/2"
39	102' 25" 40"	23.0'	47	51	49' 07" 10"	46' 8 1/2"
40	102' 25" 40"	23.0'	48	51	49' 07" 10"	46' 8 1/2"
41	102' 25" 40"	23.0'	49	51	49' 07" 10"	46' 8 1/2"
42	102' 25" 40"	23.0'	50	51	49' 07" 10"	46' 8 1/2"
43	102' 25" 40"	23.0'	51	51	49' 07" 10"	46' 8 1/2"
44	102' 25" 40"	23.0'	52	51	49' 07" 10"	46' 8 1/2"
45	102' 25" 40"	23.0'	53	51	49' 07" 10"	46' 8 1/2"
46	102' 25" 40"	23.0'	54	51	49' 07" 10"	46' 8 1/2"
47	102' 25" 40"	23.0'	55	51	49' 07" 10"	46' 8 1/2"
48	102' 25" 40"	23.0'	56	51	49' 07" 10"	46' 8 1/2"
49	102' 25" 40"	23.0'	57	51	49' 07" 10"	46' 8 1/2"
50	102' 25" 40"	23.0'	58	51	49' 07" 10"	46' 8 1/2"
51	102' 25" 40"	23.0'	59	51	49' 07" 10"	46' 8 1/2"
52	102' 25" 40"	23.0'	60	51	49' 07" 10"	46' 8 1/2"
53	102' 25" 40"	23.0'	61	51	49' 07" 10"	46' 8 1/2"
54	102' 25" 40"	23.0'	62	51	49' 07" 10"	46' 8 1/2"
55	102' 25" 40"	23.0'	63	51	49' 07" 10"	46' 8 1/2"
56	102' 25" 40"	23.0'	64	51	49' 07" 10"	46' 8 1/2"
57	102' 25" 40"	23.0'	65	51	49' 07" 10"	46' 8 1/2"
58	102' 25" 40"	23.0'	66	51	49' 07" 10"	46' 8 1/2"
59	102' 25" 40"	23.0'	67	51	49' 07" 10"	46' 8 1/2"
60	102' 25" 40"	23.0'	68	51	49' 07" 10"	46' 8 1/2"
61	102' 25" 40"	23.0'	69	51	49' 07" 10"	46' 8 1/2"
62	102' 25" 40"	23.0'	70	51	49' 07" 10"	46' 8 1/2"
63	102' 25" 40"	23.0'	71	51	49' 07" 10"	46' 8 1/2"
64	102' 25" 40"	23.0'	72	51	49' 07" 10"	46' 8 1/2"
65	102' 25" 40"	23.0'	73	51	49' 07" 10"	46' 8 1/2"
66	102' 25" 40"	23.0'	74	51	49' 07" 10"	46' 8 1/2"
67	102' 25" 40"	23.0'	75	51	49' 07" 10"	46' 8 1/2"
68	102' 25" 40"	23.0'	76	51	49' 07" 10"	46' 8 1/2"
69	102' 25" 40"	23.0'	77	51	49' 07" 10"	46' 8 1/2"
70	102' 25" 40"	23.0'	78	51	49' 07" 10"	46' 8 1/2"
71	102' 25" 40"	23.0'	79	51	49' 07" 10"	46' 8 1/2"
72	102' 25" 40"	23.0'	80	51	49' 07" 10"	46' 8 1/2"
73	102' 25" 40"	23.0'	81	51	49' 07" 10"	46' 8 1/2"
74	102' 25" 40"	23.0'	82	51	49' 07" 10"	46' 8 1/2"
75	102' 25" 40"	23.0'	83	51	49' 07" 10"	46' 8 1/2"
76	102' 25" 40"	23.0'	84	51	49' 07" 10"	46' 8 1/2"
77	102' 25" 40"	23.0'	85	51	49' 07" 10"	46' 8 1/2"
78	102' 25" 40"	23.0'	86	51	49' 07" 10"	46' 8 1/2"
79	102' 25" 40"	23.0'	87	51	49' 07" 10"	46' 8 1/2"
80	102' 25" 40"	23.0'	88	51	49' 07" 10"	46' 8 1/2"
81	102' 25" 40"	23.0'	89	51	49' 07" 10"	46' 8 1/2"
82	102' 25" 40"	23.0'	90	51	49' 07" 10"	46' 8 1/2"
83	102' 25" 40"	23.0'	91	51	49' 07" 10"	46' 8 1/2"
84	102' 25" 40"	23.0'	92	51	49' 07" 10"	46' 8 1/2"
85	102' 25" 40"	23.0'	93	51	49' 07" 10"	46' 8 1/2"
86	102' 25" 40"	23.0'	94	51	49' 07" 10"	46' 8 1/2"
87	102' 25" 40"	23.0'	95	51	49' 07" 10"	46' 8 1/2"
88	102' 25" 40"	23.0'	96	51	49' 07" 10"	46' 8 1/2"
89	102' 25" 40"	23.0'	97	51	49' 07" 10"	46' 8 1/2"
90	102' 25" 40"	23.0'	98	51	49' 07" 10"	46' 8 1/2"
91	102' 25" 40"	23.0'	99	51	49' 07" 10"	46' 8 1/2"
92	102' 25" 40"	23.0'	100	51	49' 07" 10"	46' 8 1/2"

DP 240430

Registered: 173/1971

This is Sheet 2 of my plan No. 3

Sheets dated 24/1/70

Survey registered under Survey Act, 1939 as amended.

This is Sheet 2 of the plan of 3

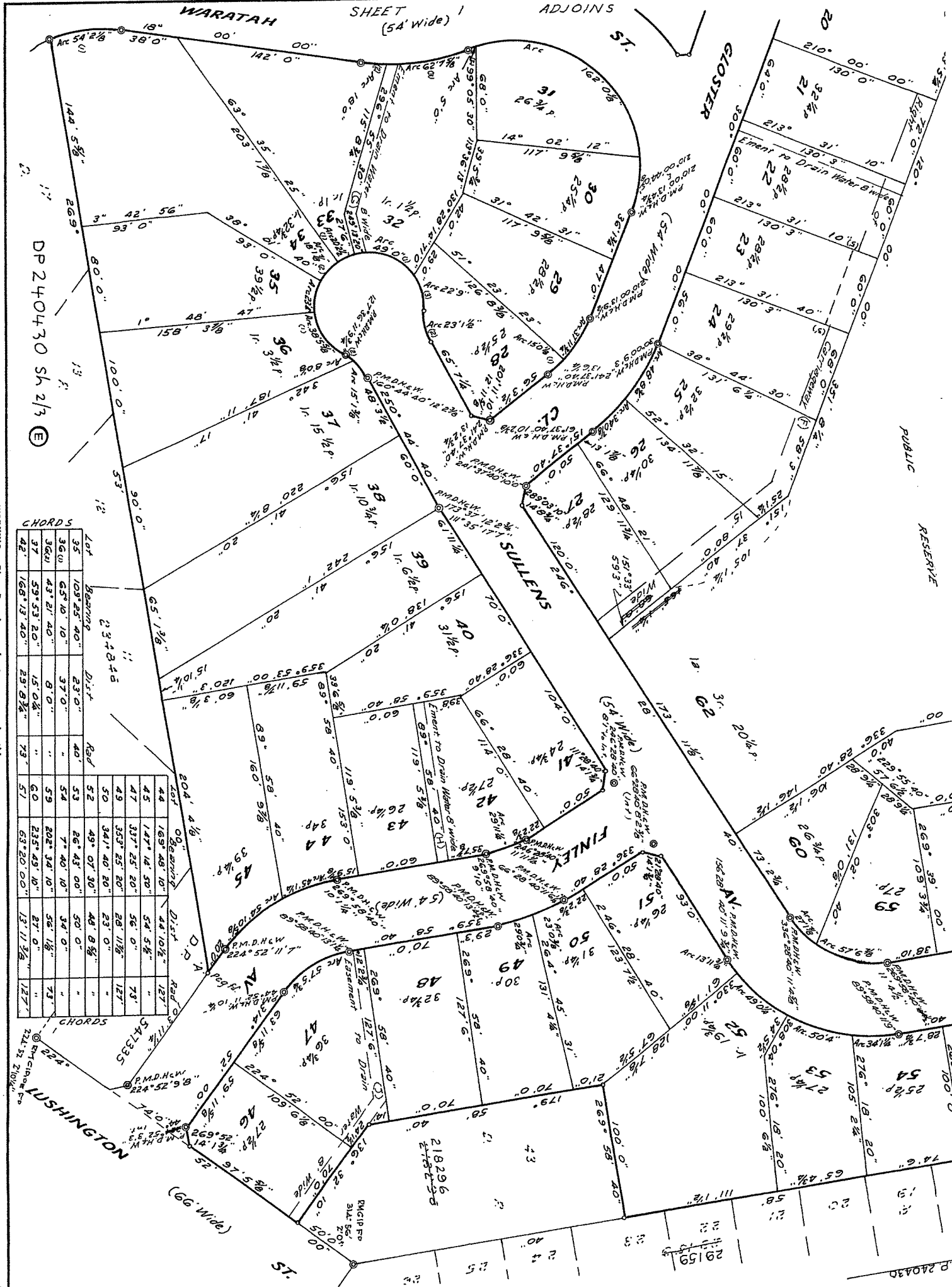
Sheets covered by my Certificate No. 4768 of 24/12/70

of 24/12/70

Council Clerk

Scale: 60H to 1 inch

WARNING. Plan Drawing only to appear in this space.



**CHORDS**

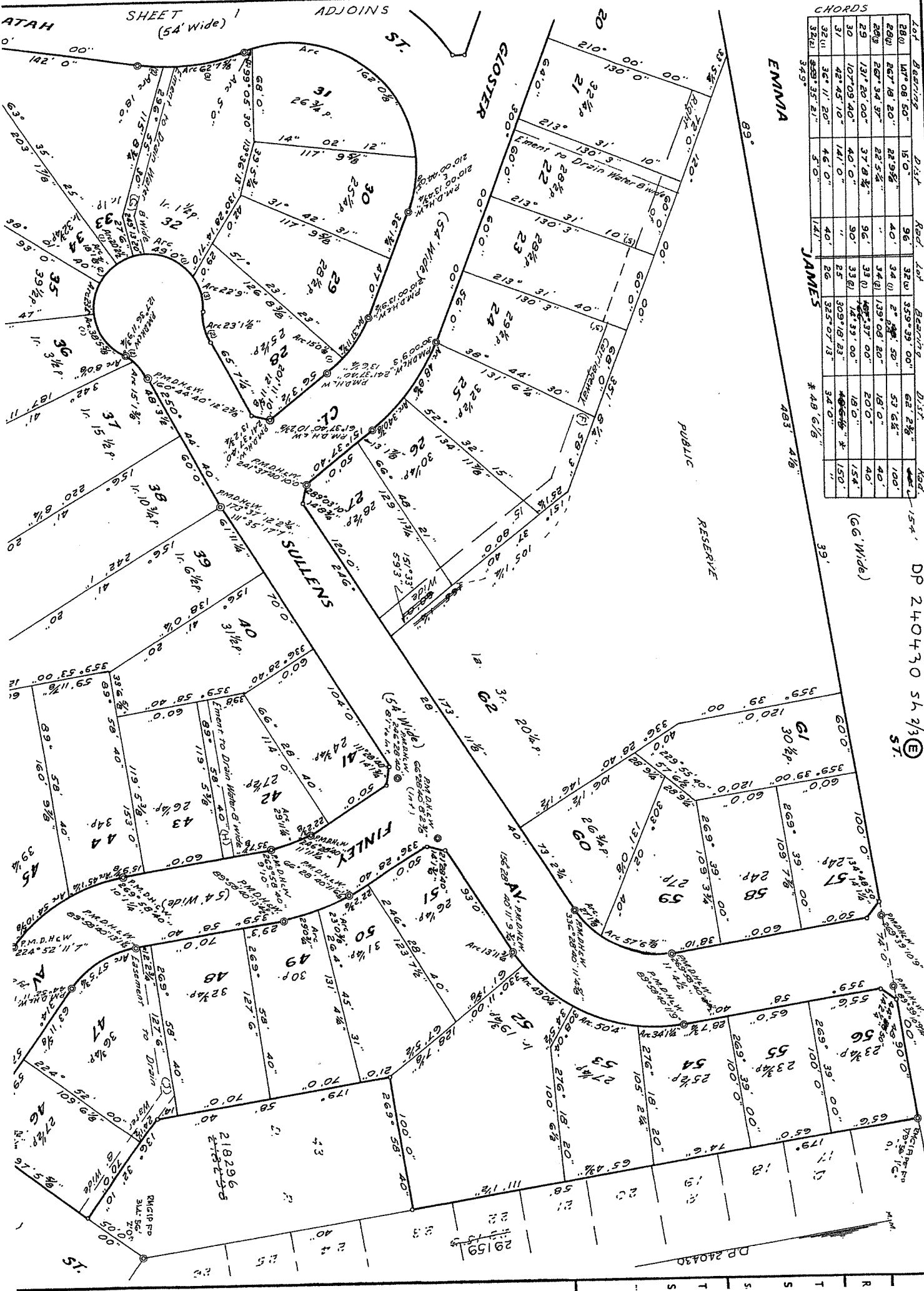
Lot	Bearing	Dist	Area
35	109°25'40"	237.0	40
36	65°16'10"	37.0	44
36a	43°21'40"	8.0	47
37	57°53'20"	15.0	49
42	168°13'40"	29.8	50
43	109°25'40"	237.0	52
44	169°48'10"	44.10	54
45	147°16'50"	54.5	54
47	337°25'20"	56.0	73
49	353°25'20"	28.1	127
50	341°40'20"	23.0	127
52	49°07'30"	48.8	127
53	26°43'00"	50.0	127
54	7°40'10"	34.0	73
59	202°34'10"	56.1	73
59	235°49'10"	27.0	73
59	63°20'00"	13.1	127

WARNING. Plan Drawing only to appear in this space.

DP 240430 Sh 2/3 (E)

29159

WARNING: Plan Drawing only to appear in this space.



CHORDS					
Lot	Bearing	Dist	Rad.	Area	Dist
28(1)	S 87° 08' 50"	15.0'	96'	32.0'	35.9' 39.00"
28(2)	S 87° 18' 20"	15.0'	96'	34.0'	37.28' 50"
28(3)	S 87° 34' 37"	22.5' 3/4"	40'	34.8'	139' 08' 20"
29	S 17° 20' 00"	37.8' 3/4"	96'	33.0'	489' 37' 00"
30	S 107° 09' 40"	44.0'	90'	33.8'	145' 39' 00"
31	S 42° 45' 10"	141.0'	25'	32.0'	302' 18' 23"
32(1)	S 32° 11' 20"	46.0'	25'	25'	325' 07' 13"
32(2)	S 89° 35' 21"	5.0'	141'	34.0'	"
# 48 6/16					

(G.G. Wide)  
 39'  
 483' 4/8  
 DP 240430 Sh 2/3 E ST.

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









CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

DP 240430	SH 2/3	FELT INCHES	METRES
1	6	0.4955	0.61
2	10 1/4	0.87	0.87
3	3	1.528	1.528
4	1 1/8	2.44	2.44
5	1 3/8	2.5	2.5
6	1 1/2	2.54	2.54
7	1 5/8	2.68	2.68
8	1 7/8	2.79	2.79
9	2	2.92	2.92
10	2 1/4	3.05	3.05
11	2 3/4	3.175	3.175
12	3	3.3	3.3
13	3 1/4	3.425	3.425
14	3 1/2	3.55	3.55
15	3 3/4	3.675	3.675
16	4	3.8	3.8
17	4 1/4	3.925	3.925
18	4 1/2	4.05	4.05
19	4 3/4	4.175	4.175
20	5	4.3	4.3
21	5 1/4	4.425	4.425
22	5 1/2	4.55	4.55
23	5 3/4	4.675	4.675
24	6	4.8	4.8
25	6 1/4	4.925	4.925
26	6 1/2	5.05	5.05
27	6 3/4	5.175	5.175
28	7	5.3	5.3
29	7 1/4	5.425	5.425
30	7 1/2	5.55	5.55
31	7 3/4	5.675	5.675
32	8	5.8	5.8
33	8 1/4	5.925	5.925
34	8 1/2	6.05	6.05
35	8 3/4	6.175	6.175
36	9	6.3	6.3
37	9 1/4	6.425	6.425
38	9 1/2	6.55	6.55
39	9 3/4	6.675	6.675
40	10	6.8	6.8
41	10 1/4	6.925	6.925
42	10 1/2	7.05	7.05
43	10 3/4	7.175	7.175
44	11	7.3	7.3
45	11 1/4	7.425	7.425
46	11 1/2	7.55	7.55
47	11 3/4	7.675	7.675
48	12	7.8	7.8
49	12 1/4	7.925	7.925
50	12 1/2	8.05	8.05
51	12 3/4	8.175	8.175
52	13	8.3	8.3
53	13 1/4	8.425	8.425
54	13 1/2	8.55	8.55
55	13 3/4	8.675	8.675
56	14	8.8	8.8
57	14 1/4	8.925	8.925
58	14 1/2	9.05	9.05
59	14 3/4	9.175	9.175
60	15	9.3	9.3
61	15 1/4	9.425	9.425
62	15 1/2	9.55	9.55
63	15 3/4	9.675	9.675
64	16	9.8	9.8
65	16 1/4	9.925	9.925
66	16 1/2	10.05	10.05
67	16 3/4	10.175	10.175
68	17	10.3	10.3
69	17 1/4	10.425	10.425
70	17 1/2	10.55	10.55
71	17 3/4	10.675	10.675
72	18	10.8	10.8
73	18 1/4	10.925	10.925
74	18 1/2	11.05	11.05
75	18 3/4	11.175	11.175
76	19	11.3	11.3
77	19 1/4	11.425	11.425
78	19 1/2	11.55	11.55
79	19 3/4	11.675	11.675
80	20	11.8	11.8

CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

DP 240430	SH 2/3	CONTO	FELT INCHES	METRES
31	5 1/4	10.19	31	5 1/4
32	5 1/2	10.225	32	5 1/2
33	5 3/4	10.365	33	5 3/4
34	6	10.505	34	6
35	6 1/4	10.645	35	6 1/4
36	6 1/2	10.785	36	6 1/2
37	6 3/4	10.925	37	6 3/4
38	7	11.065	38	7
39	7 1/4	11.205	39	7 1/4
40	7 1/2	11.345	40	7 1/2
41	7 3/4	11.485	41	7 3/4
42	8	11.625	42	8
43	8 1/4	11.765	43	8 1/4
44	8 1/2	11.905	44	8 1/2
45	8 3/4	12.045	45	8 3/4
46	9	12.185	46	9
47	9 1/4	12.325	47	9 1/4
48	9 1/2	12.465	48	9 1/2
49	9 3/4	12.605	49	9 3/4
50	10	12.745	50	10
51	10 1/4	12.885	51	10 1/4
52	10 1/2	13.025	52	10 1/2
53	10 3/4	13.165	53	10 3/4
54	11	13.305	54	11
55	11 1/4	13.445	55	11 1/4
56	11 1/2	13.585	56	11 1/2
57	11 3/4	13.725	57	11 3/4
58	12	13.865	58	12
59	12 1/4	14.005	59	12 1/4
60	12 1/2	14.145	60	12 1/2
61	12 3/4	14.285	61	12 3/4
62	13	14.425	62	13
63	13 1/4	14.565	63	13 1/4
64	13 1/2	14.705	64	13 1/2
65	13 3/4	14.845	65	13 3/4
66	14	14.985	66	14
67	14 1/4	15.125	67	14 1/4
68	14 1/2	15.265	68	14 1/2
69	14 3/4	15.405	69	14 3/4
70	15	15.545	70	15
71	15 1/4	15.685	71	15 1/4
72	15 1/2	15.825	72	15 1/2
73	15 3/4	15.965	73	15 3/4
74	16	16.105	74	16
75	16 1/4	16.245	75	16 1/4
76	16 1/2	16.385	76	16 1/2
77	16 3/4	16.525	77	16 3/4
78	17	16.665	78	17
79	17 1/4	16.805	79	17 1/4
80	17 1/2	16.945	80	17 1/2

CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

DP 240430	SH 2/3	CONTO	FELT INCHES	METRES
90	-	27.43	90	-
91	-	27.57	91	-
92	-	27.71	92	-
93	-	27.85	93	-
94	-	27.99	94	-
95	-	28.13	95	-
96	-	28.27	96	-
97	-	28.41	97	-
98	-	28.55	98	-
99	-	28.69	99	-
100	-	28.83	100	-
101	-	28.97	101	-
102	-	29.11	102	-
103	-	29.25	103	-
104	-	29.39	104	-
105	-	29.53	105	-
106	-	29.67	106	-
107	-	29.81	107	-
108	-	29.95	108	-
109	-	30.09	109	-
110	-	30.23	110	-
111	-	30.37	111	-
112	-	30.51	112	-
113	-	30.65	113	-
114	-	30.79	114	-
115	-	30.93	115	-
116	-	31.07	116	-
117	-	31.21	117	-
118	-	31.35	118	-
119	-	31.49	119	-
120	-	31.63	120	-
121	-	31.77	121	-
122	-	31.91	122	-
123	-	32.05	123	-
124	-	32.19	124	-
125	-	32.33	125	-
126	-	32.47	126	-
127	-	32.61	127	-
128	-	32.75	128	-
129	-	32.89	129	-
130	-	33.03	130	-
131	-	33.17	131	-
132	-	33.31	132	-
133	-	33.45	133	-
134	-	33.59	134	-
135	-	33.73	135	-
136	-	33.87	136	-
137	-	34.01	137	-
138	-	34.15	138	-
139	-	34.29	139	-
140	-	34.43	140	-
141	-	34.57	141	-
142	-	34.71	142	-
143	-	34.85	143	-
144	-	34.99	144	-
145	-	35.13	145	-
146	-	35.27	146	-
147	-	35.41	147	-
148	-	35.55	148	-
149	-	35.69	149	-
150	-	35.83	150	-
151	-	35.97	151	-
152	-	36.11	152	-
153	-	36.25	153	-
154	-	36.39	154	-
155	-	36.53	155	-
156	-	36.67	156	-
157	-	36.81	157	-
158	-	36.95	158	-
159	-	37.09	159	-
160	-	37.23	160	-
161	-	37.37	161	-
162	-	37.51	162	-
163	-	37.65	163	-
164	-	37.79	164	-
165	-	37.93	165	-
166	-	38.07	166	-
167	-	38.21	167	-
168	-	38.35	168	-
169	-	38.49	169	-
170	-	38.63	170	-
171	-	38.77	171	-
172	-	38.91	172	-
173	-	39.05	173	-
174	-	39.19	174	-
175	-	39.33	175	-
176	-	39.47	176	-
177	-	39.61	177	-
178	-	39.75	178	-
179	-	39.89	179	-
180	-	40.03	180	-
181	-	40.17	181	-
182	-	40.31	182	-
183	-	40.45	183	-
184	-	40.59	184	-
185	-	40.73	185	-
186	-	40.87	186	-
187	-	41.01	187	-
188	-	41.15	188	-
189	-	41.29	189	-
190	-	41.43	190	-
191	-	41.57	191	-
192	-	41.71	192	-
193	-	41.85	193	-
194	-	41.99	194	-
195	-	42.13	195	-
196	-	42.27	196	-
197	-	42.41	197	-
198	-	42.55	198	-
199	-	42.69	199	-
200	-	42.83	200	-
201	-	42.97	201	-
202	-	43.11	202	-
203	-	43.25	203	-
204	-	43.39	204	-
205	-	43.53	205	-
206	-	43.67	206	-
207	-	43.81	207	-
208	-	43.95	208	-
209	-	44.09	209	-
210	-	44.23	210	-
211	-	44.37	211	-
212	-	44.51	212	-
213	-	44.65	213	-
214	-	44.79	214	-
215	-	44.93	215	-
216	-	45.07	216	-
217	-	45.21	217	-
218	-	45.35	218	-
219	-	45.49	219	-
220	-	45.63	220	-
221	-	45.77	221	-
222	-	45.91	222	-
223	-	46.05	223	-
224	-	46.19	224	-
225	-	46.33	225	-
226	-	46.47	226	-
227	-	46.61	227	-
228	-	46.75	228	-
229	-	46.89	229	-
230	-	47.03	230	-
231	-	47.17	231	-
232	-	47.31	232	-
233	-	47.45	233	-
234	-	47.59	234	-
235	-	47.73	235	-
236	-	47.87	236	-
237	-	48.01	237	-
238	-	48.15	238	-
2				

M 207683

M 207683

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

(Sheet 1 of 7 Sheets)

PART I

Plan: D.P. DP240430

Subdivision covered by Council Clerk's Certificate No. 4765 of 24.12.1970

Full name and address of proprietor of the land.

MANIFOLD ESTATES PTY. LIMITED of

1. Identity of easement or restriction firstly referred to in above-mentioned plan:

Easement to drain water 8 feet wide.

Schedule of Lots, etc. affected

Lots burdened  
22

Lots, name of road, or Authority benefited  
The Council of the Shire of Gosford.

2. Identity of easement or restriction secondly referred to in above-mentioned plan:

Easement to drain water 8 feet wide.

Schedule of Lots, etc. affected

Lots burdened  
32

Lots, name of road, or Authority benefited  
The Council of the Shire of Gosford.

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

Easement to drain water 8 feet wide.

This is Sheet 1 of a 7 Sheet Instrument .....

*Calman*  
*Steph*  
*Angair*

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

(Sheet 2 of 7 Sheets)

Plan: D.P. DP240430

Subdivision of land covered by Council Clerk's Certificate No. 4765 of 24.12.1970

Schedule of Lots, etc. affected  
Lots burdened  
42

Lots, name of road, or Authority benefited  
The Council of the Shire of Gosford.

4. Identity of easement or restriction fourthly referred to in above-mentioned plan:

Easement to drain water 8 feet wide.

Schedule of Lots, etc. affected

Lots burdened  
46, 47

Lots, name of road, or Authority benefited  
The Council of the Shire of Gosford.

5. Identity of easement or restriction fifthly referred to in above-mentioned plan:

Right of carriage way 15 feet wide.

Schedule of Lots, etc. affected

Lots burdened  
2, 3, 4, 5

Lots, name of road, or Authority benefited  
1 and 2  
1, 2, 3 and 4

6. Identity of easement or restriction sixthly referred to in above-mentioned plan:

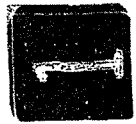
Right of carriage way 15 feet wide.

This is Sheet 2 of a 7 Sheet Instrument .....

*Calman*  
*Steph*  
*Angair*

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE											
10	20	30	40	50	60	70	Table of mm	110	120	130	140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 24th April, 1990



N207683

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1912

(Sheet 4 of 7 Sheets)

Subdivision of land covered by Council Clerk's Certificate No. 4765 of 24.11.1970

Plan: D.P. DP240430

Identity of easement or restriction slightly referred to in above-mentioned plan: Restrictions as to user.

Schedule of Lots, etc., affected Lots, name of road, or Authority benefited

- Every other Lot. 2 Every other Lot. 3 Every other Lot. 4 Every other Lot. 5 Every other Lot. 14 Every other Lot. 15 Every other Lot. 16 Every other Lot. 17 Every other Lot. 21 Every other Lot. 22 Every other Lot. 23 Every other Lot. 24 Every other Lot. 25 Every other Lot. 26 Every other Lot. 27 Every other Lot. 28 Every other Lot. 29 Every other Lot. 30 Every other Lot. 31 Every other Lot. 32 Every other Lot. 33 Every other Lot. 34 Every other Lot. 35 Every other Lot. 36 Every other Lot. 37 Every other Lot. 38 Every other Lot. 39 Every other Lot. 40 Every other Lot. 41 Every other Lot. 42 Every other Lot. 43 Every other Lot. 44 Every other Lot. 45

This is Sheet 4 of a 7 Sheet Instrument .....

Handwritten signatures and initials at the bottom of the page.

N207683

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1912

(Sheet 3 of 7 Sheets)

Subdivision of land covered by Council Clerk's Certificate No. 4765 of 24.11.1970

Plan: D.P. DP240430

Schedule of Lots, etc., affected Lots, name of road, or Authority benefited

- 12, 13, 15, 17, 18 16 17

7. Identity of easement or restriction slightly referred to in above-mentioned plan: Right of carriage way 15 feet wide.

Schedule of Lots, etc., affected Lots, name of road, or Authority benefited

- 20 20 and 21 20, 21 and 22 20, 21, 22 and 23 20, 21, 22, 23 and 24 20, 21, 22, 23, 24 and 25 20, 21, 22, 23, 24, 25 and 26. 27

8. Identity of easement or restriction slightly referred to in above-mentioned plan: Restrictions as to user.

Schedule of Lots, etc., affected Lots, name of road, or Authority benefited

- Each lot except lot 62. Every other lot except Lot 62.

This is Sheet 3 of a 7 Sheet Instrument .....

Handwritten signatures and initials at the bottom of the page.

Table with 10 columns and 1 row: 10 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 24th April, 1990



3

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 24th April, 1990

10 20 30 40 50 60 70 Table of mm 110 120 130 140

11/20

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT, 1919

Plan: D.P. DP240430  
 Subdivision of land covered by Council Clerk's Certificate No. 4765 of 24.12.1970

(Sheet 5 of 7 Sheets)

Schedule of lots, etc. affected (continued) (lots, name of road, or Authority benefited)

- 46 Every other Lot.
- 47 Every other Lot.
- 48 Every other Lot.
- 49 Every other Lot.
- 50 Every other Lot.
- 51 Every other Lot.
- 52 Every other Lot.
- 53 Every other Lot.
- 54 Every other Lot.
- 55 Every other Lot.
- 56 Every other Lot.
- 57 Every other Lot.
- 58 Every other Lot.
- 59 Every other Lot.
- 60 Every other Lot.
- 61 Every other Lot.

PART II

10. Terms of restriction as to user, as fully referred to in above-mentioned plan.

- (a) That no building shall be erected on each lot unless:
  - (i) The said building shall be constructed wholly of new materials.
  - (ii) The said building shall be of an area not less than eight hundred square feet assessed from plans and specifications as shall be approved by the Gosford Shire Council or appropriate authority.
- (b) That no outbuildings, tents, garages or caravans shall be erected or brought upon any lot until after or concurrently with the erection of the main building.

This is Sheet 5 of a 7 Sheet Instrument .....

*Calverley*  
*Carney*  
*Carney*

*Carney*

M207683  
 9

11/20

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT, 1919

Plan: D.P. DP240430  
 Subdivision of land covered by Council Clerk's Certificate No. 4765 of 24.12.1970

(Sheet 7 of 7 Sheets)

11. Terms of restriction as to user, as fully referred to in above-mentioned plan (continued).

Name of person empowered to release, vary or modify restriction immediately referred to in above-mentioned plan  
 Manifold Estates Pty. Limited

THE COMMON SEAL OF MANIFOLD ESTATES PTY. LIMITED was hereunto affixed by Great Seal of the Board of Directors in the presence of:

*Manifold*  
 Secretary

*Manifold Estates Pty. Limited*  
 Common Seal

AND WHEREBY THESE ACTS shall be the full and complete discharge of the said instrument.

SIGNED in my presence the seal of the MANIFOLD ESTATES PTY. LIMITED was hereunto affixed by Great Seal of the Board of Directors in the presence of:

*Carney*  
 Secretary

Approved by the Council of the Shire of Gosford.

*Carney*  
 Deputy Shire Clerk

M207683  
 13

4

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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AMENDMENTS AND/OR ADDITIONS MADE ON  
 PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 24th April, 1990

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

(Sheet 6 of 7 Sheets)

Plan: D.P. DP240430  
 Subdivision of land covered by Council Clerk's Certificate No. 4763 of 27/7/1970

10. Terms of restriction as to user slightly referred to in above-mentioned plan (continued)

- (c) That no privy shall be erected on any lot in a conspicuous place or position and if the same be visible from the road or other lots in the subdivision it shall be screened.
- (d) That no lot or any part or parts thereof shall be used as a quarry and no soil or earth removed therefrom except in the normal course of building preparations and landscaping.
- (e) That no advertisement sign or hoarding of any description shall be erected on any lot.
- (f) That no fences shall be erected on any lot to divide it from any adjoining lot or lots without the consent of Manifold Estates Pty. Limited or its successors in title other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Manifold Estates Pty. Limited or its successors in title and in favour of any person dealing with Manifold Estates Pty. Limited or its assigns such consent shall be deemed to have been given in respect of every fence for the time being erected.

Name of person empowered to release, vary or modify restriction slightly referred to in above-mentioned plan.  
 Manifold Estates Pty. Limited.

11. Terms of restriction as to user directly referred to in above-mentioned plan

That no fence shall be erected on the lot closer to the front of the said lot than the building alignment as fixed by the Council of the Shire of Gosford and in the event of such building alignment being fixed by the Council of the Shire of Gosford no closer to the front of the said lot than 25 feet.

This is Sheet 6 of a 7 Sheet Instrument .....

*Lawrence*  
*Robert*  
*John*

M 207683

M 207683

Instrument pursuant to Regulation 52D Conveyancing Act Regulations, 1961, setting out the terms of easements or restrictions as to user created by registration of the within-mentioned Deposited Plan 240430  
 17-3-1971

WILMORE & RANDALL

Suite 3, 71A Victoria Street  
East Gosford NSW 2250



Phone: 02 4324 3799  
Fax: 02 4324 7941

Correspondence to: Po Box 4130  
East Gosford NSW 2250

E-mail: [bwsurvey@optusnet.com.au](mailto:bwsurvey@optusnet.com.au)

Michael J. Bissett  
*Dip.Surv.,B.Sc.,S.Regd.Surveyor,M.L.S*

Web: [www.bissettwrightsurveyors.com.au](http://www.bissettwrightsurveyors.com.au)

Consultants in Land Surveying,  
Planning and Engineering

Frank W Whittington  
53 Waratah Street  
East Gosford NSW 2250

11<sup>th</sup> September 2018  
MJB: 15188id

Dear Sir,

**Re: Your property at 53 Waratah Street, East Gosford  
Section 149D Building Certificate Application**

In accordance with your instructions, on the 6<sup>th</sup> September 2018 we completed a Survey to identify the following property and the dwelling and improvements erected thereon for the purpose of a Section 149D building certificate application to Central Coast Council and we report as follows:

Property: Lot 33 in Deposited Plan 240430 with frontage to Waratah Street and Sullens Avenue, East Gosford in the Local Government Area of Central Coast, Parish of Gosford, being the whole of the land in Certificate of Title 33/240430.

1. On the subject land and wholly contained within its boundaries is constructed a two-storey brick dwelling roofed with tiles along with an attached timber deck. The property is known as 53 Waratah Street.
2. The land is not fenced.
3. The location of the dwelling erected upon the subject land in relation to the property boundaries is as shown in the sketch plan.

A Section 149D (E.P. & A. Act) building certificate from Council will clarify if compliance with all requirements contained within Central Coast Council's Development Control Plan 2013 – Chapter 3.1 – “Single Dwelling & Ancillary Structures” has been met.

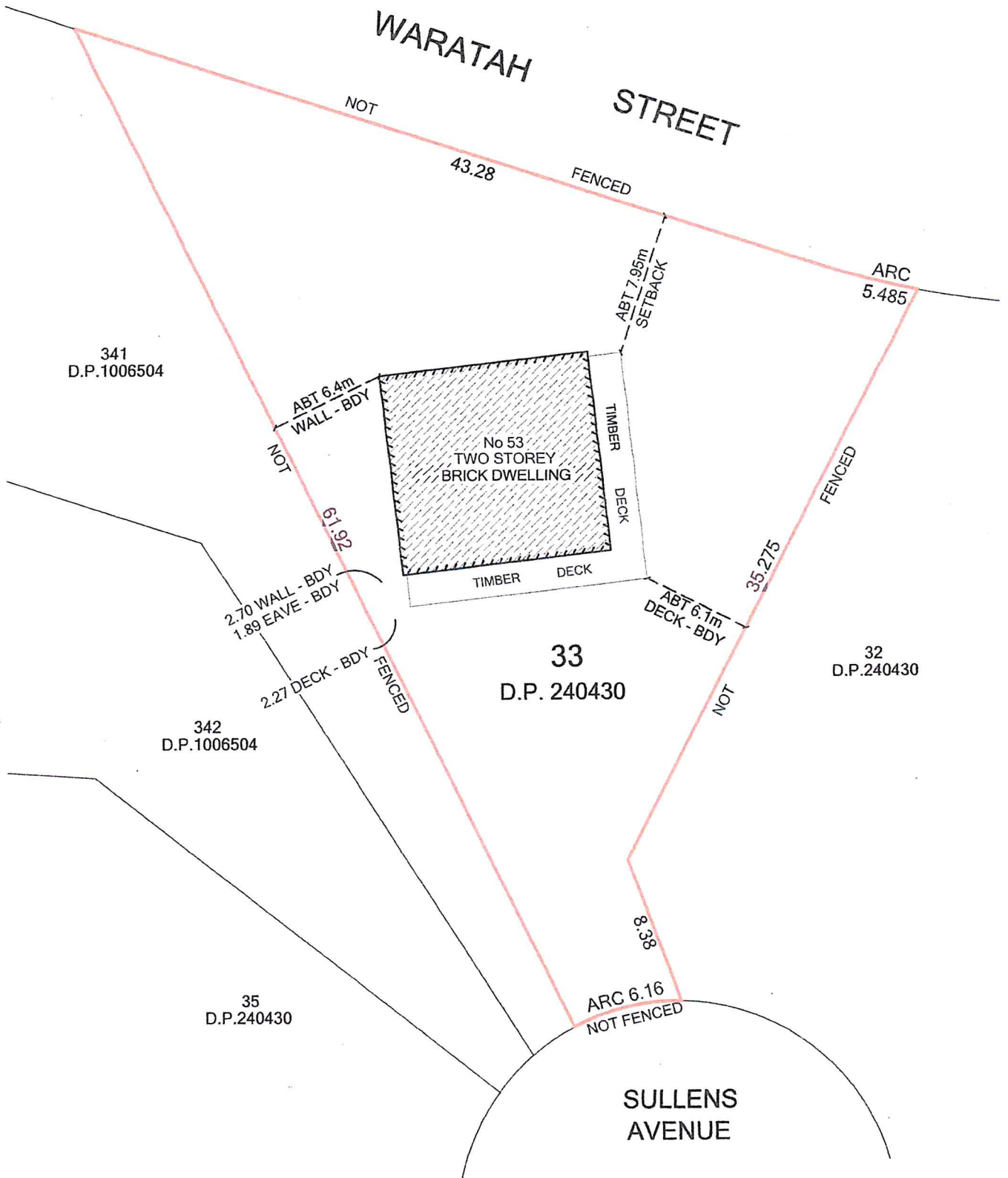
4. Noting paragraph 2 above, we are not aware of any other visible encroachments by or upon the subject land nor of any apparent easements affecting the same.
5. The Certificate of Title dated 29<sup>th</sup> August 2018 refers to the following for the property:
  - The land is subject to restriction(s) created by D.P.240430.
6. Information in this Surveyors Report should not be used for boundary location. Survey marks will be required if any building/fencing works are proposed.
7. *This report is carried out for the express benefit of the client in the above matter. No liability in negligence will be accepted towards third parties. Such third parties are warned to rely only on the result of their own investigations.*

Yours faithfully  
BISSETT & WRIGHT PTY LTD

A handwritten signature in blue ink, appearing to be 'Michael J. Bissett', is written over the typed name.

(original signed in blue ink)

Registered Surveyor



This is Page 2 of 2 Pages in our Report dated 11th September 2018 and is only to be used for the purpose specified therein.

Yours faithfully  
BISSETT & WRIGHT PTY LTD

(original signed in blue ink)

Registered Surveyor



# Building Information Certificate Inspection

## Particulars of Building

Classification of Building:	1A 10A
Whole or Part Inspection:	Whole
Description of Building Information Certificate:	Dwelling house.
Is the property flood prone?	No
Is there a Swimming Pool on the property?	No
Application Inspection Number:	016.2018.00011336.001
Applicant Name:	F W Whittington
Property Address:	53 Waratah ST EAST GOSFORD
Property Title:	LOT: 33 DP: 240430
Email:	frank.whittington@bigpond.com
Inspection Notes:	Engineering works as per Chris Bratby detail dated 02-10-18 checked and ok. Smoke alarms checked and ok. Balustrade repair ok.

## The following information was used as part of the decision to issue a certificate

Engineering Certification:	Engineering Certification
Comments:	Chris Bratby reference numbe (A4) 833001.
Building Information Certificate to be issued?	Yes
Inspector:	Neil Skeates
Inspector PE:	15075
Date or Inspection of Building or Part:	2018-10-05

**\*\*\* Office Use \*\*\***

Browser: Safari (Mozilla/5.0 (iPad; CPU OS 10\_3\_3 like Mac OS X) AppleWebKit/603.3.8 (KHTML, like Gecko) Version/10.0 Mobile/14G60 Safari/602.1)

Form Id: 046

Reference No: 5bb68d8c454a3

Submitted By: skean

Received: 05/10/2018 08:00:44 AM

NAR: 89701

Applicant Address: 53 Waratah Street EAST GOSFORD NSW 2250

Site Parcel: 22339

# BUILDING INFORMATION CERTIFICATE



Issued under Division 6.7 of the Environmental Planning and Assessment Act, 1979

Sections 109C (1) (c) and 109H

**Certificate No. 11336/2018**

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

\*See Notes

## Identification of Building

**Location** 53 Waratah ST EAST GOSFORD

## Particulars of Building

**Classification of Building** 1A, 10A

**Whole/Part** Whole

**Description of part (where applicable)** Dwelling house.

**Date of Inspection or Building or part** 05 Oct 2018

## Subject Land

**Lot or Portion No** LOT: 33 DP: 240430

**Schedule** The following information was used by Council in deciding to issue the certificate:

**Date of Certificate** 05 Oct 2018

**Signature** Brian Glendenning  
**Acting Chief Executive Officer**

Per: Neil Skeates

**Applicant**

**Name** F W Whittington  
**Address** 53 Waratah Street EAST GOSFORD NSW 2250  
**Email** frank.whittington@bigpond.com

**Notes**

\* This certificate operates to prevent the Council:

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

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

**This certificate operated to prevent Council for a period of 7 years from the date of issue of this certificate:**

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

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

However, the certificate does not operate to prevent Council:

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

**Wyong Office:** 2 Hely St / PO Box Wyong NSW 2259 | P 02 4350 5555

**Gosford Office:** 49 Mann St / PO Box 21 Gosford NSW 2250 | P 02 4325 8222

E [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au) | W [www.centralcoast.nsw.gov.au](http://www.centralcoast.nsw.gov.au) | ABN 73 149 644 003



InfoTrack Pty Ltd  
ecertificates@infotrack.com.au

## PLANNING CERTIFICATE

This Planning Certificate is issued in accordance with Section 10.7 of the *Environmental Planning and Assessment Act, 1979*

Certificate No: 157838  
Certificate Date: 31 October 2018  
Address: 53 Waratah Street EAST GOSFORD  
Lot Description: LOT: 33 DP: 240430  
  
Parish: Gosford  
County: Northumberland  
Assessment No: 494095  
Receipt No:  
Parcel No: 22339  
Applicants Reference: 20180694-#51593707#  
Applicants Email:



Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259 | P 02 4350 5555  
Gosford Office: 49 Mann St / PO Box 21 Gosford NSW 2250 | P 02 4325 8222  
E [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au) | W [www.centralcoast.nsw.gov.au](http://www.centralcoast.nsw.gov.au) | ABN 73 149 644 003

## Part 2 - Environmental Planning and Assessment Regulation 2000

### 1 NAMES OF RELEVANT PLANNING INSTRUMENTS and DCPS

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

Gosford Local Environmental Plan 2014

#### ***Specific Site State Environmental Planning Policies***

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

#### ***General Site State Environmental Planning Policies***

ZONE R2 LOW DENSITY RESIDENTIAL UNDER GOSFORD LOCAL ENVIRONMENTAL PLAN 2014

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy (Major Development) 2005

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Housing for Seniors or People with a Disability)

State Environmental Planning Policy No. 65 - Design Quality of Residential Apartment Development

State Environmental Planning Policy No. 64 - Advertising and Signage

State Environmental Planning Policy No. 62 - Sustainable Aquaculture

State Environmental Planning Policy No. 55 - Remediation of Land

State Environmental Planning Policy No. 50 - Canal Estate Development

State Environmental Planning Policy No. 44 - Koala Habitat Protection

State Environmental Planning Policy No. 36 - Manufactured Home Estates

State Environmental Planning Policy No. 33 - Hazardous and Offensive Development

State Environmental Planning Policy No. 30 - Intensive Agriculture

State Environmental Planning Policy No. 21 - Caravan Parks

State Environmental Planning Policy No. 19 - Bushland in Urban Areas

Sydney Regional Environmental Plans No. 9 - Extractive Industry (No 2-1995)

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017.

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft State Environmental Planning Policy No. 44 - Koala Habitat Protection.

Draft State Environmental Planning Policy (Exempt and Complying Development Codes)2008.

Draft State Environmental Planning Policy (Primary Production and Rural Development) 2017.

Draft State Environmental Planning Policy (Environment) 2017.

- (3) The name of each development control plan that applies to the carrying out of development on the land.

Gosford Development Control Plan 2013

## **2 ZONING AND LAND USE UNDER RELEVANT LOCAL ENVIRONMENTAL PLANS**

- (a) to (d) is the zoning of the land and the land use table for each of the zones listed, including existing and proposed Local Environmental Plans in landuse tables.

Zone R2 Low Density Residential under Gosford Local Environmental Plan 2014

PERMITTED WITHOUT CONSENT

Home occupations; Recreation areas

PERMITTED WITH CONSENT

Bed and breakfast accommodation; Boarding houses; Boat sheds; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home-based child care; Home industries; Hospitals; Neighbourhood shops; Places of public worship; Respite day care centres; Roads; Secondary dwellings; Seniors housing

PROHIBITED

Any development not specified in Permitted without consent or Permitted with consent

- (e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land, if so, the minimum land dimensions so fixed,

No.

- (f) whether the land includes or comprises critical habitat,

None

(g) whether the land is in a conservation area (however described),

No.

(h) whether an item of environmental heritage (however described) is situated on the land.

No.

## **2A ZONING AND LAND USE UNDER SEPP (SYDNEY REGIONAL GROWTH CENTRES) 2006**

Not applicable

## **3 COMPLYING DEVELOPMENT**

### **General Housing Code**

Complying development under the General Housing Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **Rural Housing Code**

Complying development under the Rural Housing Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **Housing Alterations Code**

Complying development under the Housing Alterations Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **General Development Code**

Complying development under the General Development Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **Subdivision Code**

Complying development under the Subdivision Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **Demolition Code**

Complying development under the Demolition Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **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 under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

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

Complying development under the Commercial and Industrial Alterations Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **Fire Safety Code**

Complying development under the Fire Safety Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

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

The Low Rise Medium Density Housing Code does not apply to Central Coast local government area until 1 July 2019.

### **Greenfield Housing Code**

The Greenfield Housing Code is not applicable to this land.

## **4 (Repealed)**

### **4A (Repealed)**

### **4B Annual Charges for coastal protection services under *Local Government Act 1993***

None

## **5 MINE SUBSIDENCE**

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of The Mine Subsidence Compensation Act, 1961.

## **6 ROAD WIDENING AND ROAD RE-ALIGNMENT**

Whether or not the land is affected by any road widening or road alignment.

The land is not affected by Road Widening Proposals.

**7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS**  
**(No, unless a message is listed below)**

Chapter 6.4 of Gosford Development Control Plan (Geotechnical Requirements) applies to the land and the land may be subject to slip. When considering a development application, each circumstance will be considered and development may be restricted.

**7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

Is development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling house or residential flat buildings (excluding group homes or seniors housing) subject to flood related development controls.

No.

Is development on the land or part of the land for any other purpose subject to flood related development controls.

No.

**8 LAND RESERVED FOR ACQUISITION**

No.

**9 CONTRIBUTION PLANS**

Contributions Plan No. 43A - East Gosford Local Open Space and No. 43B - East Gosford Local Roadworks

Contributions Plan No. 164 - Gosford Regional Centre

**9A BIODIVERSITY CERTIFIED LAND**

Is the land biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*)?

No.

**10 BIOBANKING AGREEMENTS**

Is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates.

No.

## **10A NATIVE VEGETATION CLEARING SET ASIDES**

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

None.

## **11 BUSHFIRE PRONE LAND**

All or part of the land is shown as Bushfire Prone on Council's records. Details of the Bushfire Category can be obtained from Mapping, Environmental Constraints, available on Council's website. Further information related to building on bushfire prone land can be obtained from the Fact Sheet on Council's website and the Rural Fire Service Website <http://www.rfs.nsw.gov.au/plan-and-prepare/building-in-a-bush-fire-area>.

## **12 PROPERTY VEGETATION PLANS**

Has Council been notified by the person or body that approved the plan that the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* applies?

No.

## **13 ORDERS UNDER TREES (DISPUTE BETWEEN NEIGHBOURS) ACT 2006**

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

No.

## **14 DIRECTIONS UNDER PART 3A**

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

No.

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

**15(a) IS COUNCIL AWARE OF A CURRENT SITE COMPATIBILITY CERTIFICATE (SENIORS HOUSING) IN RESPECT OF PROPOSED DEVELOPMENT ON THE LAND?**

*If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies.*

No.

**15(b) ARE THERE ANY CONDITIONS IMPOSED BY A CONSENT AUTHORITY IN TERMS OF CLAUSE 18 (2) OF STATE ENVIRONMENTAL PLANNING POLICY (HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY) 2004 AFTER 11 OCTOBER 2007?**

No.

**16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE**

No.

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

**17(1) IS COUNCIL AWARE OF A CURRENT SITE COMPATIBILITY CERTIFICATE (AFFORDABLE RENTAL HOUSING) IN RESPECT OF PROPOSED DEVELOPMENT ON THE LAND?**

No.

**17(2) ARE THERE ANY CONDITIONS IMPOSED BY A CONSENT AUTHORITY IN TERMS OF CL 17 (1) OR 37 (1) OF STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009?**

No.

**18 PAPER SUBDIVISION INFORMATION**

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

None

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

Nil

**19 SITE VERIFICATION CERTIFICATE**

There is no current site verification certificate, of which the Council is aware in respect of the land.

**20 LOOSE-FILL ASBESTOS INSULATION**

NSW Fair Trading has not identified any residential dwellings erected within Central Coast Council Local Government Area as containing loose-fill asbestos ceiling insulation, as per the Loose-Fill Asbestos Insulation Register.

**21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (BUILDING PRODUCT SAFETY ACT 2017)**

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

No

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

No

- (3) Is there any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

No

## Note

### 1 **CONTAMINATED LAND MANAGEMENT ACT 1997 NOTICES UNDER SECTION 59(2)**

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

No.

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

No.

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

No.

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

No.

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

No.

**2 NATION BUILDING AND JOB PLAN (STATE INFRASTRUCTURE DELIVERY) ACT 2009  
EXEMPTION UNDER SECTION 23 OR AUTHORISATION UNDER SECTION 24 OF THE ACT.**

No.

**The following additional information is issued under Section 10.7(5) of  
the *Environmental Planning and Assessment Act, 1979***

Council has fixed a foreshore building line on all lands fronting any harbour, bay, ocean, lake, estuary, lagoon or tidal river and creek.

If this land adjoins land or roads over which there is an easement for services to drain water, to drain sewage or where services, drainage, sewerage or other utilities have been installed and easements have not been created, foundations may be required such as will ensure the stability of any improvements on the subject land against any influence from use of the easement or installations over the adjoining land or roads.

**Note: This Certificate is issued without Alteration and Erasure.**

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25 October 2018

InfoTrack Pty Ltd  
GPO Box 4029  
SYDNEY NSW 2001

Dear Sir/Madam,

**Your Ref:** 20180694-#51593704#  
**Property:** LOT: 33 DP: 240430 53 Waratah Street EAST GOSFORD

Council acknowledges receipt of your application for a sewer mains (external) diagram and/or drainage (internal) diagram for the above property.

Attached is a copy of the diagram/s requested.

Please note that the diagram/s provided is/are not to scale, and the clarity of the drainage diagram may not be of high definition.

The location of the drainage lines are approximate only. If you wish to establish the exact location of a sewer main or property service line, an investigation is required, at the owner/s expense.

If you require written confirmation that the building/structure has been constructed over a sewer main with Council approval, a written request is required. Please address the request to: Central Coast Council, Attention: Water & Sewerage Engineering Assessment Officer. Please note: a scheduled fee applies to this request.

Yours faithfully

M Walsh  
Administration Officer  
Reference: 26284245



Property:

LOT: 33 DP: 240430 53 Waratah Street EAST GOSFORD

GOSFORD CITY COUNCIL

No. 771 198

### SEWERAGE CONNECTION PLAN

OWNER Green

HOUSE No. 53

LOT 33

SEC.

D.P.

STREET Sullens Avenue

DISTRICT East Gosford

All plumbing and draining work must be carried out in accordance with the provisions of Ordinance No. 46, Local Government Act, 1919, and to the satisfaction of the Council.

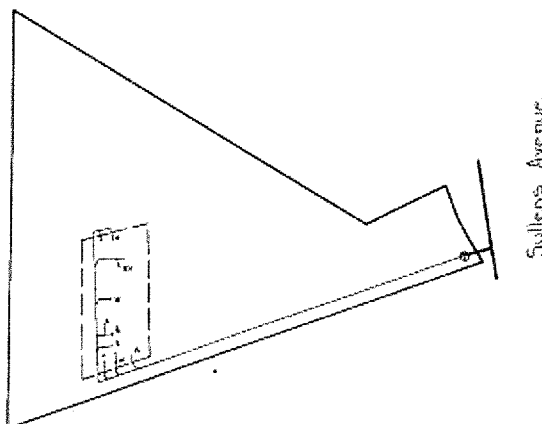
**RAIN OR SURFACE WATER IS NOT TO BE CONNECTED TO THE SEWER**

#### SYMBOLS AND ABBREVIATIONS

□ Boundary Trap	■ R Reflux Valve	T Tubs	H Basin
⊕ Inspection Shaft	↔ Inspection opening	K Kitchen Sink	S Shower
■ Pit	oVert Vertical pipe	W Water Closet	F Floor Waste
⊗ Gully	oV Vent pipe	B Bath Waste	M Washing Machine
	oSV Soil Vent pipe	oWS Waste Stack	

SCALE 1:500

Distances/Depths in metres; Pipe diameters in millimetres



DRAINAGE - Supervised by	DATE	PLUMBER Ovenden
PLUMBING - Supervised by		DRAINER
DRAWN BY - D. Cook	20 1 82	

Property:

LOT: 33 DP: 240430 53 Waratah Street EAST GOSFORD

