

# Contract for the sale and purchase of land 2022 edition

## TERM

## MEANING OF TERM

## NSW DAN:

vendor's agent

**Lorimer Estate Agents**

Suite 12, Level 2

14-16 Suakin Street

Pymble NSW 2073

**matthew@lorimerestateagents.com.au**

Phone 0400 844 411

Fax

Ref

Matthew Lorimer

co-agent

vendor

**James Grant Johnstone and Esme Johnstone**

51 Kamilaroy Road, West Pymble NSW 2073

vendor's solicitor

**Hunt & Hunt**

1 Innovation Road, North Ryde NSW 2113,

PO Box 4126 Macquarie Shopping Centre, North Ryde

NSW 2113

**ldingley@huntnew.com.au**

Phone 9804 5700

Fax 9804 5799

Ref LJD/9648092

date for completion

42nd day after the contract date (clause 15)

land (address,  
plan details and  
title reference)

**51 Kamilaroy Road, West Pymble 2073**

**Certificate of Title Folio Identifier 31/15953**

**and being Lot 31 in DP15953**

☒ VACANT POSSESSION ☐ subject to existing tenancies

improvements

☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space

☐ none ☒ other: Shed

attached copies

☐ documents in the List of Documents as marked or numbered:

☐ other documents:

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

inclusions

☒ Wall air conditioning – 1 x split  
☒ blinds  
☒ built-in wardrobes  
☒ ceiling fans  
☒ other: Ducted R/C air conditioner, NBN box, Industrial Grinder, Shelving in garage

☐ clothes line

☒ curtains

☒ dishwasher

☐ EV charger

☒ fixed floor coverings

☒ insect screens

☒ light fittings

☐ pool equipment

☒ range hood

☐ solar panels

☒ stove

☐ TV antenna

exclusions

**All potted plants**

purchaser

purchaser's solicitor

Phone

Fax

Ref

price \$

deposit \$

(10% of the price, unless otherwise stated)

balance \$

contract date

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

**Where there is more than one purchaser** ☐ JOINT TENANTS

☐ tenants in common ☐ in unequal shares, specify: \_\_\_\_\_

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

buyer's agent

deposit ☐ Invested ☐ NOT INVESTED

guarantor name and address:

name and address:

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

**SIGNING PAGE**

| VENDOR   | PURCHASER   |   |                                    |                                    |                      |                      |  |   |   |                                    |                                    |                      |                      |
|--|---|---|------------------------------------|------------------------------------|----------------------|----------------------|--|---|---|------------------------------------|------------------------------------|----------------------|----------------------|
| <p><b>Signed by</b></p><br><br><p>_____</p> <p>Vendor</p><br><br><p>_____</p> <p>Vendor</p>  | <p><b>Signed by</b></p><br><br><p>_____</p> <p>Purchaser</p><br><br><p>_____</p> <p>Purchaser</p> |   |                                    |                                    |                      |                      |  |   |   |                                    |                                    |                      |                      |
| VENDOR (COMPANY)   | PURCHASER (COMPANY)   |   |                                    |                                    |                      |                      |  |   |   |                                    |                                    |                      |                      |
| <p><b>Signed by</b> _____<br/> in accordance with s127(1) of the Corporations Act 2001 by the<br/> authorised person(s) whose signature(s) appear(s) below:</p><br><br><table> <tr> <td>_____<br/>Signature of authorised person</td> <td>_____<br/>Signature of authorised person</td> </tr> <tr> <td>_____<br/>Name of authorised person</td> <td>_____<br/>Name of authorised person</td> </tr> <tr> <td>_____<br/>Office held</td> <td>_____<br/>Office held</td> </tr> </table> | _____<br>Signature of authorised person   | _____<br>Signature of authorised person | _____<br>Name of authorised person | _____<br>Name of authorised person | _____<br>Office held | _____<br>Office held | <p><b>Signed by</b> _____<br/> in accordance with s127(1) of the Corporations Act 2001 by the<br/> authorised person(s) whose signature(s) appear(s) below:</p><br><br><table> <tr> <td>_____<br/>Signature of authorised person</td> <td>_____<br/>Signature of authorised person</td> </tr> <tr> <td>_____<br/>Name of authorised person</td> <td>_____<br/>Name of authorised person</td> </tr> <tr> <td>_____<br/>Office held</td> <td>_____<br/>Office held</td> </tr> </table> | _____<br>Signature of authorised person | _____<br>Signature of authorised person | _____<br>Name of authorised person | _____<br>Name of authorised person | _____<br>Office held | _____<br>Office held |
| _____<br>Signature of authorised person  | _____<br>Signature of authorised person   |   |                                    |                                    |                      |                      |  |   |   |                                    |                                    |                      |                      |
| _____<br>Name of authorised person   | _____<br>Name of authorised person  |   |                                    |                                    |                      |                      |  |   |   |                                    |                                    |                      |                      |
| _____<br>Office held   | _____<br>Office held  |   |                                    |                                    |                      |                      |  |   |   |                                    |                                    |                      |                      |
| _____<br>Signature of authorised person  | _____<br>Signature of authorised person   |   |                                    |                                    |                      |                      |  |   |   |                                    |                                    |                      |                      |
| _____<br>Name of authorised person   | _____<br>Name of authorised person  |   |                                    |                                    |                      |                      |  |   |   |                                    |                                    |                      |                      |
| _____<br>Office held   | _____<br>Office held  |   |                                    |                                    |                      |                      |  |   |   |                                    |                                    |                      |                      |

### Choices

Vendor agrees to accept a **deposit-bond**

☒ NO ☐ yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4)

**PEXA**

**Manual transaction** (clause 30)

☒ NO ☐ yes  
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

**Land tax** is adjustable

☒ NO ☐ yes

**GST:** Taxable supply

☒ NO ☐ yes in full

☐ yes to an extent

margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**  
(GST residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide 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 at least 7 days before the date for completion..

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number if applicable:

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

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

**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**  
**NOT APPLICABLE**

## Section 66W Certificate

Vendor: James Grant Johnstone and Esme Johnstone

Purchaser(s):

I .....  
of .....

certify as follows:

1. I am a solicitor/licensed conveyancer/barrister currently admitted to practise in New South Wales.
2. I am giving this certificate in accordance with Section 66W of the *Conveyancing Act 1919* with reference to a contract for the sale of property known as:  
  
51 Kamilaroy Road, West Pymble NSW 2073  
  
from the Vendor to the Purchaser in order that there is no cooling-off period in relation to that contract.
3. I do not act for the vendor and am not employed in the legal practice/conveyancer's practice of a solicitor/licensed conveyancer acting for the vendor nor am I a member or employee of a firm of which a solicitor/licensed conveyancer acting for the vendor is a member or employee.
4. I have explained to the Purchaser(s):
  - (a) the effect of the contract for the purchase of that property;
  - (b) the nature of this certificate; and
  - (c) the effect of giving this certificate to the vendor, that is, that there is no cooling-off period in relation to the contract.

Dated: .....

Signed: .....

## Conditions of sale by auction

- 1.1 If the *property* is or is intended to be sold at auction the conditions of auction set out in the *Property, Stock and Business Agents Regulation 2022* and *Property, Stock and Business Agents Act 2002* apply to the sale as follows.
- 1.2 In this clause *Bidders Record* means the Bidders Record to be kept pursuant to clause 18 of the *Property, Stock and Business Agents Regulation 2022* and Section 68 and 104 of the *Property, Stock and Business Agents Act 2002*:
- 1.3 The following conditions are prescribed by subsection (1) of clause 18 of the *Property, Stock and Business Agents Regulation 2022* as applicable to the sale by auction of land or livestock.
  - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences unless the auction relates solely to livestock.
  - (b) A vendor bid must not be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of vendor bids that may be made.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) If there is a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
  - (f) A bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid must not be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser must sign the agreement for sale, if any.
- 1.4 The following conditions, in addition to those prescribed by subsection (1) of clause 18 of the *Property, Stock and Business Agents Regulation 2022* are prescribed pursuant to subsection (2) of clause 18 of the *Property, Stock and Business Agents Regulation 2022* as applicable to and in respect of the sale by auction of residential property or rural land.
  - (a) All bidders must be registered in the Bidders Record and display the identifying number allocated to that person when making a bid.
  - (b) Subject to the condition prescribed by subsection (3)(a) of clause 18 of the *Property, Stock and Business Agents Regulation 2022*:
    - (1) the auctioneer may make only 1 vendor bid at an auction for the sale of residential property or rural land; and
    - (2) no other vendor bid may be made by the auctioneer or another person.
  - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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



**WARNINGS**

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

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

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

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

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

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

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

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

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

## **2 Deposit and other payments before completion**

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

## **3 Deposit-bond**

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

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
  - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
  - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
    - bear equally any disbursements or fees; and
    - otherwise bear that party's own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
  - 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
  - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
  - 4.7.2 create and populate an *electronic transfer*;
  - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
  - 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
  - 4.11.2 all certifications required by the *ECNL* are properly given; and
  - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.



- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
  - 12.2 to apply (if necessary in the name of the vendor) for –
    - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
    - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
  - 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

### 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
  - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
    - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
    - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
  - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
  - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
  - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

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



**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

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

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
  - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 served at the earliest time it is served, if it is served more than once; and
  - 20.6.8 served if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
  - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
  - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
    - normal expenses;
    - due to fair wear and tear;
    - disclosed in this contract; or
    - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

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

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

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

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



**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
    - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
    - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
    - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
    - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
  - **Place for completion**
    - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
      - 30.6.1 if a special completion address is stated in this contract - that address; or
      - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
      - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
    - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
    - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
  - **Payments on completion**
    - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
    - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
      - 30.10.1 the amount is to be treated as if it were paid; and
      - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
    - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
    - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
      - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
      - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
    - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
      - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
      - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

51 Kamilaroy Road, West Pymble NSW 2073

# Special Conditions

Between: James Grant Johnston & Esme Johnstone

(as vendor)

And:

(as purchaser)

Property: 51 Kamlaroy Road, West Pymble NSW 2073

Dated:

---

## 33. Special Conditions

These special conditions are essential terms of the contract and where an inconsistency exists between the printed terms of the contract in the special conditions, the special conditions shall prevail.

## 34. Notice to complete

34.1 A notice to complete served under this contract can require completion within 14 days from the date of service of the notice.

34.2 If the vendor issues a notice to complete in accordance with its rights under this contract, the purchaser must pay to the vendor on completion an additional sum of \$330.00 (inclusive of GST).

34.3 The vendor reserves the right to withdraw any notice to complete or to extend the period of notice in the notice to complete or to issue subsequent notices to complete, in its sole discretion.

34.4 The failure of the vendor to exercise its rights under a notice issued under this clause is not deemed to be a waiver of any of the vendor's rights.

## 35. Early release of deposit

35.1 The deposit holder is authorised to release the deposit to the vendor provided that:

(a) the deposit must be used by the vendor as a deposit to purchase real property in New South Wales (including a retirement village leasehold) ("**Purchase**") and must be paid into the trust account of a licensed real estate agent or solicitor in connection with that Purchase; or

(b) the deposit may be used by the vendor for the payment of stamp duty in connection with that Purchase.

35.2 The vendor must furnish the purchaser with reasonable details of the transaction to which the deposit has been applied.

## 36. Release of deposit is required at settlement

36.1 If the vendor requires the deposit to be available on completion, the purchaser authorises the deposit holder to make available the deposit, also much as may be required by the vendor, in readiness for settlement for the purpose of releasing the property from any mortgage, charge or other encumbrance secured over the property or for the purpose of effecting completion of the vendor's purchase of another property.

## 37. Interest for late completion

37.1 If completion takes place after the completion date (other than for the reason that the vendor was in default of a material obligation under the contract or was otherwise not



ready, willing or able to complete) the purchaser must pay to the vendor on completion interest on the price less the deposit, calculated on a daily basis at 10% per annum for the period from the day following the completion date up to and including the actual date of completion.

- 37.2 If completion does not take place by the completion date because of a default by the vendor under the contract or because the vendor was not ready, willing or able to complete, the obligation to pay interest under this clause does not arise until the date which is 3 business days after the date on which the vendor notifies the purchaser in writing either that the default has been rectified, or that the vendor is ready, willing and able to complete.

### **38. Agent's commission**

The purchaser warrants that it was introduced to the property by the vendor's agent nominated on the front page of this contract and that no other real estate agent contacted the purchaser in connection with the property. The purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever or commission which may be made by any real estate agent or other person arising out of or in connection with the purchaser's breach of this warranty, and it is hereby agreed and declared that this clause shall not merge on the transfer or completion or be extinguished by completion of this contract and shall continue in full force and effect notwithstanding completion.

### **39. Condition of property**

The purchaser acknowledges that:

- (a) the purchaser has had the opportunity before entering this contract to inspect the property and to obtain building, pest, and other reports on the condition of the property; and
- (b) the property is sold in its present condition and existing state of repair, subject to all defects, latent and patent and any infestation and dilapidation, and that the price paid under this contract reflects the condition of the property. The purchaser must not make any objection requisition or claim in relation to the condition of the property.
- (c) in particular and without limitation to the above, the vendor has not made and does not make any warranty as to the state of repair and condition of the inclusions and the purchaser shall accept them in the existing state of repair and condition as at the date of this contract.
- (d) The vendor is not responsible for any loss, mechanical breakdown, or reasonable wear and tear to the furnishings and chattels (if any) occurring after the date of the contract.
- (e) The purchaser shall not call upon the vendor to carry out any work, repair, or replacement whatsoever in relation to the property and/or the inclusions subject of the sale.

### **40. Requisitions and claims**

- 40.1 Clause 7.1.1 of this contract is deleted.

40.2 Clause 8.1 of this contract is deleted and the following provision included instead:

"8.1 The vendor can rescind if:

8.1.1 the vendor is unable or unwilling to comply with an objection, requisition, or claim;

8.1.2 the vendor serves notice of intention to rescind which specifies the objection, requisition, or claim; and

8.1.3 the purchaser does not serve a notice waiving the objection, requisition or claim within 14 days after that service."

#### **41. Changes to standard conditions**

41.1 Clause 18 is amended by adding the following provision:

"18.8 The purchaser cannot make a requisition or claim after entering into possession."

41.2 Clause 18 is amended by the insertion of 18 (f) which states "The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".

41.3 Clause 23.6.1. - amended by replacing all words with "the vendor is liable for all contributions due before the contract date".

41.4 Clause 23.6.2. - amended by replacing all words with "the purchaser is liable for all contributions due after the contract date".

41.5 Clause 23.13 to 23.16 - to be deleted and to replace with 23.13 - "The purchaser shall be responsible for obtaining an information certificate at its own expense and to provide this certificate to the vendor at least 7 days prior to the completion date".

#### **42. Death, Mental Illness, and Insolvency**

Without in any manner negating, limiting, or restricting the rights or remedies which would have been available to the vendor at law or in equity had this clause not been included herein, should the purchaser or, in the event of there being more than one purchaser, any one of them, prior to completion:

42.1 Die or become mentally ill, as defined in the Mental Health Act 2007, then the vendor may rescind the contract by notice in writing forwarded to the purchaser's solicitor and thereupon the contract shall be at an end and the provisions of clause 19 hereof shall apply; or

42.2 Be declared bankrupt[pt or enter into any scheme or make any assignment for the benefit of a creditor or being a company resolve to go into liquidation or have a petition of the winding up of the company presented or enter into any scheme of arrangement with its creditors under Part 5.1 of the Corporations Law (as amended) or should any liquidator, receiver, receiver or manager or official manager be appointed then the purchaser shall be deemed to be in default of this contract.

### **43. Outgoings**

- 43.1 Each party agrees that if on completion and apportionment of outgoings required to be made under contract is overlooked or incorrectly calculated, he will forthwith upon being so requested by the other party make the correct calculations and pay such amount to the other party as is shown by such calculation to be payable. This Special Condition shall not merge on completion.

### **44. Exchange on less than 10% (if applicable).**

If the purchaser has requested to pay a sum equal to five per cent (5%) of the purchase price on exchange and the vendor, or its representatives, have agreed to that request in writing prior to exchange, then the following condition applies:

- 44.1 The parties agree that the deposit payable is 10% of the price, but the vendor has agreed to allow the purchaser to pay the ten per cent (10%) deposit by way of two (2) instalments in the following manner, time being of the essence:

- (i) as to 5% on or before the date of this contract; and
- (ii) as to the balance thereof on or before the completion date, being a true instalment in earnest of performance.

- 44.2 In the event the purchaser fails to make the deposit payment in accordance with this Special Condition, the vendor shall be entitled, in addition to any rights and remedies available at law or in equity, to sue the purchaser for the difference between ten per cent (10%) of the price and the amount actually paid by the purchaser pursuant to this Special Condition.

- 44.3 N.B. - The full 10% deposit is to be inserted on the front page of the contract.

- 44.4 This Special Condition shall not merge on completion.

### **45. Order on the agent**

- 45.1 It is an essential term of this contract that the purchaser must provide to the vendor one day prior to completion, an authority in writing to the deposit holder with the release of the deposit on completion. The authority will be held in escrow by the solicitor or conveyor for the vendor until settlement is affected.

### **46. Alterations to contract**

Notwithstanding any rule of law or equity to the contrary, each party authorises the solicitor, or any employee of such solicitor to make any alterations to this contract after it is signed by such party but prior to the making of this Contract and such alterations shall be binding on the party so authorizing.

### **47. Guarantee of company purchaser**

Where the purchaser is a company, it must on entering into this contract procure from not less than 1 director and/or non-corporate shareholder of the company a guarantee of the performance of the purchaser under this contract. The guarantee must be given by the guarantors in the form of the guarantee annexed to this contract.

### **48. Electronic Transaction**

The purchaser agrees that a sufficient statement of the Vendor's title appears herein. This settlement shall take place as an Electronic Transaction. Clause 30.1, Clauses 30.2 and 30.3 are deleted. Should the purchaser be unable or unwilling to complete this

transaction as an electronic transaction, the Purchaser shall allow to the vendor at settlement \$220 (inclusive GST) as a contribution towards the Vendor's additional legal costs of a 'paper' settlement. The Purchaser's solicitors shall supply an order on agent to the Vendor's solicitor, to be held in escrow, at least two days before settlement. Any election by the purchaser to select a paper settlement must be made seven (7) clear working days before settlement otherwise late settlement interest will be charged if settlement is delayed due to the discharging bank needing to change their arrangement to a 'paper' settlement.

#### **49. FIRB approval**

The purchase warrants to the vendor that:

- 49.1 Any approval required under the *Foreign Acquisition and Takeovers Act 1975*;
- 49.2 Any approval of the Reserve Bank of Australia under the Banking (Foreign Exchange) Regulations 1959;
- 49.3 Any approval required under any foreign investment policy guidelines of the Commonwealth Government; or
- 49.4 Any other approval required from any person or authority or under any law to enter this contract is not required or has been obtained or (as the case may be) that a statement of non-objection in connection with the *Foreign Acquisition and Takeovers Act 1975* or the guideline has been obtained.

#### **50. Reschedule settlement**

- 50.1 In the event settlement does not take place at the scheduled time on the completion date, or does not take place at a rearranged time on that same day, due to the default of the purchaser or their mortgagee bank and through no fault of the vendor, in addition to any other monies payable by the purchaser on completion of this Contract, the purchaser must pay an additional sum of \$220.00 (GST inclusive) on completion, to cover the legal costs and other expenses incurred as a consequence of the delay.

#### **51. Governing law and jurisdiction**

- 51.1 This contract shall be construed and enforced according to the law of the state of New South Wales, and the vendor and the purchaser agreed to submit to such jurisdiction.

#### **52. Swimming pool and spa**

- 52.1 Notwithstanding Clause 11.1, if the contract contains a certificate of noncompliance in relation to the swimming pool, then the purchaser is obliged within 90 days of the completion date, to carry out the works and to do all things necessary to address the issues raised in the noncompliance certificates, including to obtain a compliance certificate;
- 52.2 The purchaser may not make any claim or raise any requisition whatsoever in relation to the swimming pool and/or spa or any noncompliance with the *Swimming Pools Act 1992* or other relevant legislation; or
- 52.3 This clause 52 does not merge on completion.

#### **53. Survey**

If a survey certificate is attached, the vendor does not warrant the accuracy or validity of such survey. The purchaser shall make no objection, requisition, or claim for compensation or damages in respect to such survey in relation to:

- 53.1 The fact that any building presently erected on the subject land may not comply in any way with the *Local Government Act 1919* as amended or the ordinances thereunder; or
- 53.2 The fact that the whole or any part of the building may encroach upon any land other than the subject land, or the fact that any other building or structure may encroach upon the subject land.

**54. Building certificate**

- 54.1 If there is a copy of a building certificate in respect of the subject property attached to this contract, the purchaser shall make no objection, requisition or claim for compensation in respect of any matter referred to or arising from the attached building certificate; and
- 54.2 In the event get purchaser applies to the local council for a building certificate, any work required to be carried out in order to bring the property to standards acceptable to the said Council, shall be carried out by the purchaser at the purchaser's expense. The purchaser cannot require the vendor to comply with any work, any legislation or directly any reason for Council's refusal to issue a certificate pursuant to the purchaser's application for the said building certificate.

**55. Severance**

- 55.1 Each clause and sub clause of the conditions of this contract shall be severable from each other clause and sub clause and in the circumstances that for any reason any clause or sub clause is invalid or unenforceable that shall not prejudice in any way affect the validity or enforceability of any other clause or sub clause.

**56. Entire agreement**

- 56.1 The purchaser acknowledges that this Contract for Sale constitutes the entire agreement between the parties on this matter. The parties agree that there are no other conditions, warranties, or agreements other than those explicitly stated and contained in this contract.

# Directors' Guarantee

**Vendor:** James Grant Johnstone & Esme Johnstone

**Purchaser:**

**Property:** 51 Kamilaroy Road, West Pymble NSW 2073

**Guarantor:**

**Address of Guarantor:**

1. In consideration of the vendor entering into this contract at the request of the guarantor, the guarantor unconditionally and irrevocably guarantees to the vendor:
  - (a) the payment of all money payable by the purchaser under this contract; and
  - (b) the performance of any other obligations of the purchaser under this contract.
2. The guarantor:
  - (a) indemnifies the vendor against any claim of whatever nature incurred by the vendor in connection with any breach by the purchaser of any obligation of the purchaser under this contract; and
  - (b) must pay on demand any money due to the vendor under this indemnity.
3. The guarantor is jointly and severally liable with the purchaser to the vendor for the performance by the purchaser of the obligations of the purchaser under this contract.
4. The guarantor may not claim or receive the benefit of any distribution in any winding up of the purchaser or prove in such winding up in competition with the vendor until:
  - (a) the vendor has received all money payable to it under this contract; and
  - (b) the purchaser and guarantor have each performed all of their obligations under this contract,unless the amount to be received by the vendor is not reduced as a result.
5. The obligation of the guarantor is not affected if:
  - (a) the vendor releases or enters into a composition with the purchaser;
  - (b) a payment made to the vendor is later avoided; or
  - (c) the vendor assigns or transfers the benefit of this contract.
6. The obligations of the guarantor under this guarantee are not released, discharged or otherwise affected by:
  - (a) the grant of any time, waiver, covenant not to sue or other indulgence;
  - (b) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person; or
  - (c) the winding up of the purchaser.

**SIGNED** by in the presence of:

Signature: .....

Signature: .....

Name: .....  
PLEASE PRINT

**Witness**



FOLIO: 31/15953

-----

| SEARCH DATE | TIME    | EDITION NO | DATE     |
|-------------|---------|------------|----------|
| -----       | ----    | -----      | ----     |
| 12/2/2025   | 2:36 PM | 4          | 2/9/2018 |

LAND

-----

LOT 31 IN DEPOSITED PLAN 15953  
LOCAL GOVERNMENT AREA KU-RING-GAI  
PARISH OF GORDON COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP15953

FIRST SCHEDULE

-----

JAMES GRANT JOHNSTONE  
ESME JOHNSTONE  
AS JOINT TENANTS (T 9009993)

SECOND SCHEDULE (4 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B781280 EASEMENT FOR DRAINAGE AFFECTING THE LAND SHOWN SO  
BURDENED IN VOL 6359 FOL 149
- 3 D95484 COVENANT
- 4 9009994 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



MUNY  
Shire of Ku-Ring-Gai

B779870(11 2 29)

PLAN

of subdivision of

EMERALD ESTATE

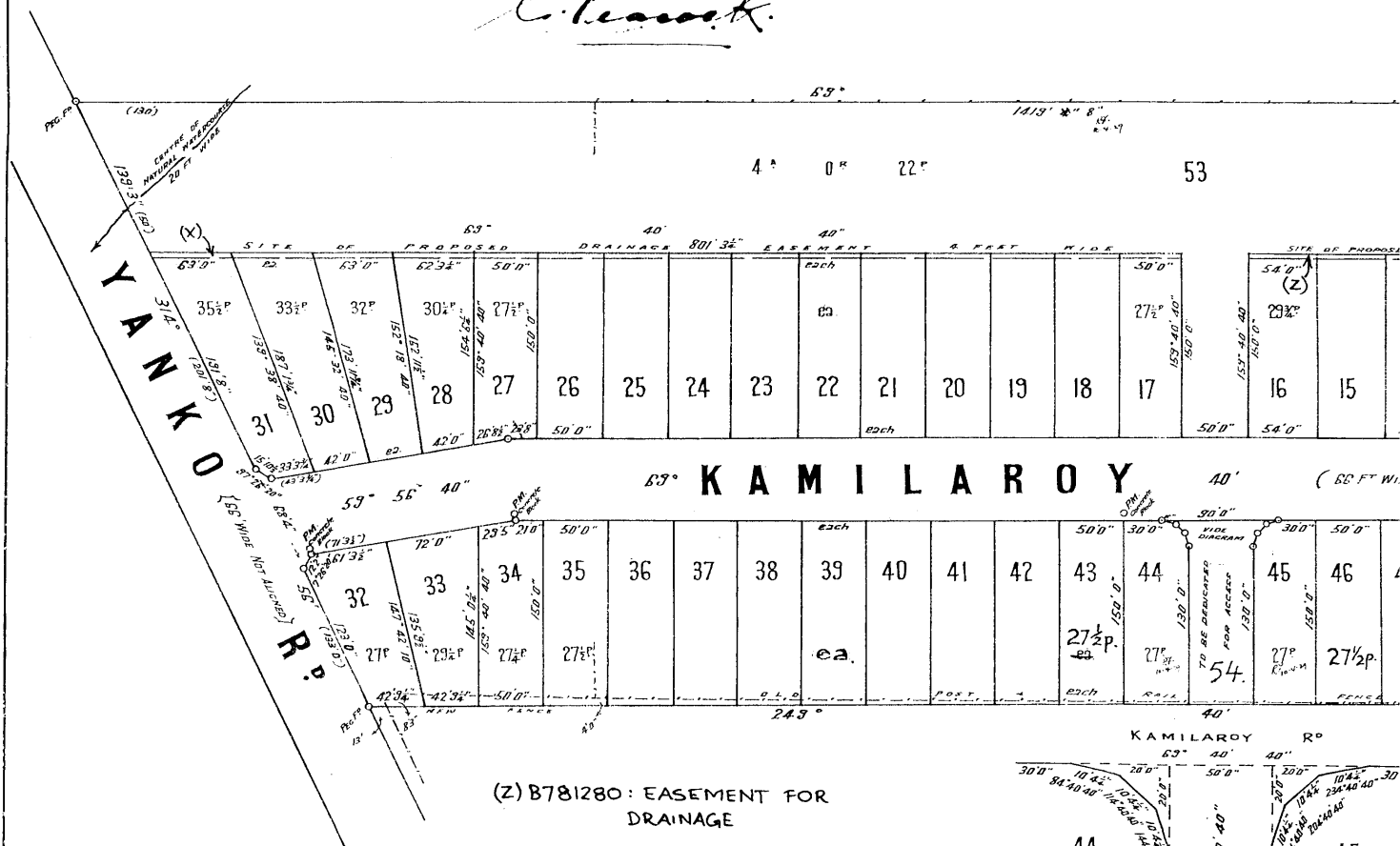
being the land comprised in R.P. Application 2058  
and also being the land comprised in C.T. Vol 3836 Fol: 194  
Parish of Gordon : County of Cumberland

Scale 100 feet to 1 inch

STATEMENT

It is intended to dedicate Kamilaroy Rd to the corner of point  
A to the Public.  
Restrictive covenants if any will be embodied in the transfer  
of the lot herein.

C. Leach



(Z) B781280: EASEMENT FOR DRAINAGE

Subscribed and declared before me at  
Sydney this 1<sup>st</sup> day of September 1928.

P. Ring

Date of Survey August  
Datum line of Azimuth

DP 15953(E)

| CONVERSION TABLE ADDED IN<br>REGISTRAR GENERAL'S DEPARTMENT | FEET INCHES | METRES |
|---|-------------|--------|
| DP 15953  | 4           | 0.1    |
|   | 5           | 0.15   |
|   | 6           | 0.2    |
|   | 7           | 0.25   |
|   | 8           | 0.3    |
|   | 9           | 0.35   |
|   | 10          | 0.4    |
|   | 11          | 0.45   |
|   | 12          | 0.5    |
|   | 13          | 0.55   |
|   | 14          | 0.6    |
|   | 15          | 0.65   |
|   | 16          | 0.7    |
|   | 17          | 0.75   |
|   | 18          | 0.8    |
|   | 19          | 0.85   |
|   | 20          | 0.9    |
|   | 21          | 0.95   |
|   | 22          | 1.0    |
|   | 23          | 1.05   |
|   | 24          | 1.1    |
|   | 25          | 1.15   |
|   | 26          | 1.2    |
|   | 27          | 1.25   |
|   | 28          | 1.3    |
|   | 29          | 1.35   |
|   | 30          | 1.4    |
|   | 31          | 1.45   |
|   | 32          | 1.5    |
|   | 33          | 1.55   |
|   | 34          | 1.6    |
|   | 35          | 1.65   |
|   | 36          | 1.7    |
|   | 37          | 1.75   |
|   | 38          | 1.8    |
|   | 39          | 1.85   |
|   | 40          | 1.9    |
|   | 41          | 1.95   |
|   | 42          | 2.0    |
|   | 43          | 2.05   |
|   | 44          | 2.1    |
|   | 45          | 2.15   |
|   | 46          | 2.2    |
|   | 47          | 2.25   |
|   | 48          | 2.3    |
|   | 49          | 2.35   |
|   | 50          | 2.4    |
|   | 51          | 2.45   |
|   | 52          | 2.5    |
|   | 53          | 2.55   |
|   | 54          | 2.6    |
|   | 55          | 2.65   |
|   | 56          | 2.7    |
|   | 57          | 2.75   |
|   | 58          | 2.8    |
|   | 59          | 2.85   |
|   | 60          | 2.9    |
|   | 61          | 2.95   |
|   | 62          | 3.0    |
|   | 63          | 3.05   |
|   | 64          | 3.1    |
|   | 65          | 3.15   |
|   | 66          | 3.2    |
|   | 67          | 3.25   |
|   | 68          | 3.3    |
|   | 69          | 3.35   |
|   | 70          | 3.4    |
|   | 71          | 3.45   |
|   | 72          | 3.5    |
|   | 73          | 3.55   |
|   | 74          | 3.6    |
|   | 75          | 3.65   |
|   | 76          | 3.7    |
|   | 77          | 3.75   |
|   | 78          | 3.8    |
|   | 79          | 3.85   |
|   | 80          | 3.9    |
|   | 81          | 3.95   |
|   | 82          | 4.0    |
|   | 83          | 4.05   |
|   | 84          | 4.1    |
|   | 85          | 4.15   |
|   | 86          | 4.2    |
|   | 87          | 4.25   |
|   | 88          | 4.3    |
|   | 89          | 4.35   |
|   | 90          | 4.4    |
|   | 91          | 4.45   |
|   | 92          | 4.5    |
|   | 93          | 4.55   |
|   | 94          | 4.6    |
|   | 95          | 4.65   |
|   | 96          | 4.7    |
|   | 97          | 4.75   |
|   | 98          | 4.8    |
|   | 99          | 4.85   |
|   | 100         | 4.9    |
|   | 101         | 4.95   |
|   | 102         | 5.0    |
|   | 103         | 5.05   |
|   | 104         | 5.1    |
|   | 105         | 5.15   |
|   | 106         | 5.2    |
|   | 107         | 5.25   |
|   | 108         | 5.3    |
|   | 109         | 5.35   |
|   | 110         | 5.4    |
|   | 111         | 5.45   |
|   | 112         | 5.5    |
|   | 113         | 5.55   |
|   | 114         | 5.6    |
|   | 115         | 5.65   |
|   | 116         | 5.7    |
|   | 117         | 5.75   |
|   | 118         | 5.8    |
|   | 119         | 5.85   |
|   | 120         | 5.9    |
|   | 121         | 5.95   |
|   | 122         | 6.0    |
|   | 123         | 6.05   |
|   | 124         | 6.1    |
|   | 125         | 6.15   |
|   | 126         | 6.2    |
|   | 127         | 6.25   |
|   | 128         | 6.3    |
|   | 129         | 6.35   |
|   | 130         | 6.4    |
|   | 131         | 6.45   |
|   | 132         | 6.5    |
|   | 133         | 6.55   |
|   | 134         | 6.6    |
|   | 135         | 6.65   |
|   | 136         | 6.7    |
|   | 137         | 6.75   |
|   | 138         | 6.8    |
|   | 139         | 6.85   |
|   | 140         | 6.9    |
|   | 141         | 6.95   |
|   | 142         | 7.0    |
|   | 143         | 7.05   |
|   | 144         | 7.1    |
|   | 145         | 7.15   |
|   | 146         | 7.2    |
|   | 147         | 7.25   |
|   | 148         | 7.3    |
|   | 149         | 7.35   |
|   | 150         | 7.4    |
|   | 151         | 7.45   |
|   | 152         | 7.5    |
|   | 153         | 7.55   |
|   | 154         | 7.6    |
|   | 155         | 7.65   |
|   | 156         | 7.7    |
|   | 157         | 7.75   |
|   | 158         | 7.8    |
|   | 159         | 7.85   |
|   | 160         | 7.9    |
|   | 161         | 7.95   |
|   | 162         | 8.0    |
|   | 163         | 8.05   |
|   | 164         | 8.1    |
|   | 165         | 8.15   |
|   | 166         | 8.2    |
|   | 167         | 8.25   |
|   | 168         | 8.3    |
|   | 169         | 8.35   |
|   | 170         | 8.4    |
|   | 171         | 8.45   |
|   | 172         | 8.5    |
|   | 173         | 8.55   |
|   | 174         | 8.6    |
|   | 175         | 8.65   |
|   | 176         | 8.7    |
|   | 177         | 8.75   |
|   | 178         | 8.8    |
|   | 179         | 8.85   |
|   | 180         | 8.9    |
|   | 181         | 8.95   |
|   | 182         | 9.0    |
|   | 183         | 9.05   |
|   | 184         | 9.1    |
|   | 185         | 9.15   |
|   | 186         | 9.2    |
|   | 187         | 9.25   |
|   | 188         | 9.3    |
|   | 189         | 9.35   |
|   | 190         | 9.4    |
|   | 191         | 9.45   |
|   | 192         | 9.5    |
|   | 193         | 9.55   |
|   | 194         | 9.6    |
|   | 195         | 9.65   |
|   | 196         | 9.7    |
|   | 197         | 9.75   |
|   | 198         | 9.8    |
|   | 199         | 9.85   |
|   | 200         | 9.9    |
|   | 201         | 9.95   |
|   | 202         | 10.0   |
|   | 203         | 10.05  |
|   | 204         | 10.1   |
|   | 205         | 10.15  |
|   | 206         | 10.2   |
|   | 207         | 10.25  |
|   | 208         | 10.3   |
|   | 209         | 10.35  |
|   | 210         | 10.4   |
|   | 211         | 10.45  |
|   | 212         | 10.5   |
|   | 213         | 10.55  |
|   | 214         | 10.6   |
|   | 215         | 10.65  |
|   | 216         | 10.7   |
|   | 217         | 10.75  |
|   | 218         | 10.8   |
|   | 219         | 10.85  |
|   | 220         | 10.9   |
|   | 221         | 10.95  |
|   | 222         | 11.0   |
|   | 223         | 11.05  |
|   | 224         | 11.1   |
|   | 225         | 11.15  |
|   | 226         | 11.2   |

| CONVERSION TABLE ADDED IN<br>REGISTRAR GENERAL'S DEPARTMENT |        |         |
|---|--------|---------|
| FEET INCHES   | METRES |         |
| 4 1/2   | 1 1/4  | 1.4996  |
| 5 1/4   | 1 3/8  | 1.6012  |
| 6 1/4   | 1 5/8  | 1.7031  |
| 7 1/4   | 1 7/8  | 1.8051  |
| 8 1/4   | 2 1/8  | 1.9071  |
| 9 1/4   | 2 1/4  | 2.0091  |
| 10 1/4  | 2 5/8  | 2.1111  |
| 11 1/4  | 2 3/4  | 2.2131  |
| 12 1/4  | 2 7/8  | 2.3151  |
| 13 1/4  | 3 1/8  | 2.4171  |
| 14 1/4  | 3 1/4  | 2.5191  |
| 15 1/4  | 3 5/8  | 2.6211  |
| 16 1/4  | 3 3/4  | 2.7231  |
| 17 1/4  | 3 7/8  | 2.8251  |
| 18 1/4  | 4 1/8  | 2.9271  |
| 19 1/4  | 4 1/4  | 3.0291  |
| 20 1/4  | 4 3/8  | 3.1311  |
| 21 1/4  | 4 5/8  | 3.2331  |
| 22 1/4  | 4 3/4  | 3.3351  |
| 23 1/4  | 4 7/8  | 3.4371  |
| 24 1/4  | 5 1/8  | 3.5391  |
| 25 1/4  | 5 1/4  | 3.6411  |
| 26 1/4  | 5 3/8  | 3.7431  |
| 27 1/4  | 5 5/8  | 3.8451  |
| 28 1/4  | 5 3/4  | 3.9471  |
| 29 1/4  | 5 7/8  | 4.0491  |
| 30 1/4  | 6 1/8  | 4.1511  |
| 31 1/4  | 6 1/4  | 4.2531  |
| 32 1/4  | 6 3/8  | 4.3551  |
| 33 1/4  | 6 5/8  | 4.4571  |
| 34 1/4  | 6 3/4  | 4.5591  |
| 35 1/4  | 6 7/8  | 4.6611  |
| 36 1/4  | 6 7/8  | 4.7631  |
| 37 1/4  | 6 3/4  | 4.8651  |
| 38 1/4  | 6 1/2  | 4.9671  |
| 39 1/4  | 6 1/4  | 5.0691  |
| 40 1/4  | 6 1/4  | 5.1711  |
| 41 1/4  | 6 1/4  | 5.2731  |
| 42 1/4  | 6 1/4  | 5.3751  |
| 43 1/4  | 6 1/4  | 5.4771  |
| 44 1/4  | 6 1/4  | 5.5791  |
| 45 1/4  | 6 1/4  | 5.6811  |
| 46 1/4  | 6 1/4  | 5.7831  |
| 47 1/4  | 6 1/4  | 5.8851  |
| 48 1/4  | 6 1/4  | 5.9871  |
| 49 1/4  | 6 1/4  | 6.0891  |
| 50 1/4  | 6 1/4  | 6.1911  |
| 51 1/4  | 6 1/4  | 6.2931  |
| 52 1/4  | 6 1/4  | 6.3951  |
| 53 1/4  | 6 1/4  | 6.4971  |
| 54 1/4  | 6 1/4  | 6.5991  |
| 55 1/4  | 6 1/4  | 6.7011  |
| 56 1/4  | 6 1/4  | 6.8031  |
| 57 1/4  | 6 1/4  | 6.9051  |
| 58 1/4  | 6 1/4  | 7.0071  |
| 59 1/4  | 6 1/4  | 7.1091  |
| 60 1/4  | 6 1/4  | 7.2111  |
| 61 1/4  | 6 1/4  | 7.3131  |
| 62 1/4  | 6 1/4  | 7.4151  |
| 63 1/4  | 6 1/4  | 7.5171  |
| 64 1/4  | 6 1/4  | 7.6191  |
| 65 1/4  | 6 1/4  | 7.7211  |
| 66 1/4  | 6 1/4  | 7.8231  |
| 67 1/4  | 6 1/4  | 7.9251  |
| 68 1/4  | 6 1/4  | 8.0271  |
| 69 1/4  | 6 1/4  | 8.1291  |
| 70 1/4  | 6 1/4  | 8.2311  |
| 71 1/4  | 6 1/4  | 8.3331  |
| 72 1/4  | 6 1/4  | 8.4351  |
| 73 1/4  | 6 1/4  | 8.5371  |
| 74 1/4  | 6 1/4  | 8.6391  |
| 75 1/4  | 6 1/4  | 8.7411  |
| 76 1/4  | 6 1/4  | 8.8431  |
| 77 1/4  | 6 1/4  | 8.9451  |
| 78 1/4  | 6 1/4  | 9.0471  |
| 79 1/4  | 6 1/4  | 9.1491  |
| 80 1/4  | 6 1/4  | 9.2511  |
| 81 1/4  | 6 1/4  | 9.3531  |
| 82 1/4  | 6 1/4  | 9.4551  |
| 83 1/4  | 6 1/4  | 9.5571  |
| 84 1/4  | 6 1/4  | 9.6591  |
| 85 1/4  | 6 1/4  | 9.7611  |
| 86 1/4  | 6 1/4  | 9.8631  |
| 87 1/4  | 6 1/4  | 9.9651  |
| 88 1/4  | 6 1/4  | 10.0671 |
| 89 1/4  | 6 1/4  | 10.1691 |
| 90 1/4  | 6 1/4  | 10.2711 |
| 91 1/4  | 6 1/4  | 10.3731 |
| 92 1/4  | 6 1/4  | 10.4751 |
| 93 1/4  | 6 1/4  | 10.5771 |
| 94 1/4  | 6 1/4  | 10.6791 |
| 95 1/4  | 6 1/4  | 10.7811 |
| 96 1/4  | 6 1/4  | 10.8831 |
| 97 1/4  | 6 1/4  | 10.9851 |
| 98 1/4  | 6 1/4  | 11.0871 |
| 99 1/4  | 6 1/4  | 11.1891 |
| 100 1/4   | 6 1/4  | 11.2911 |

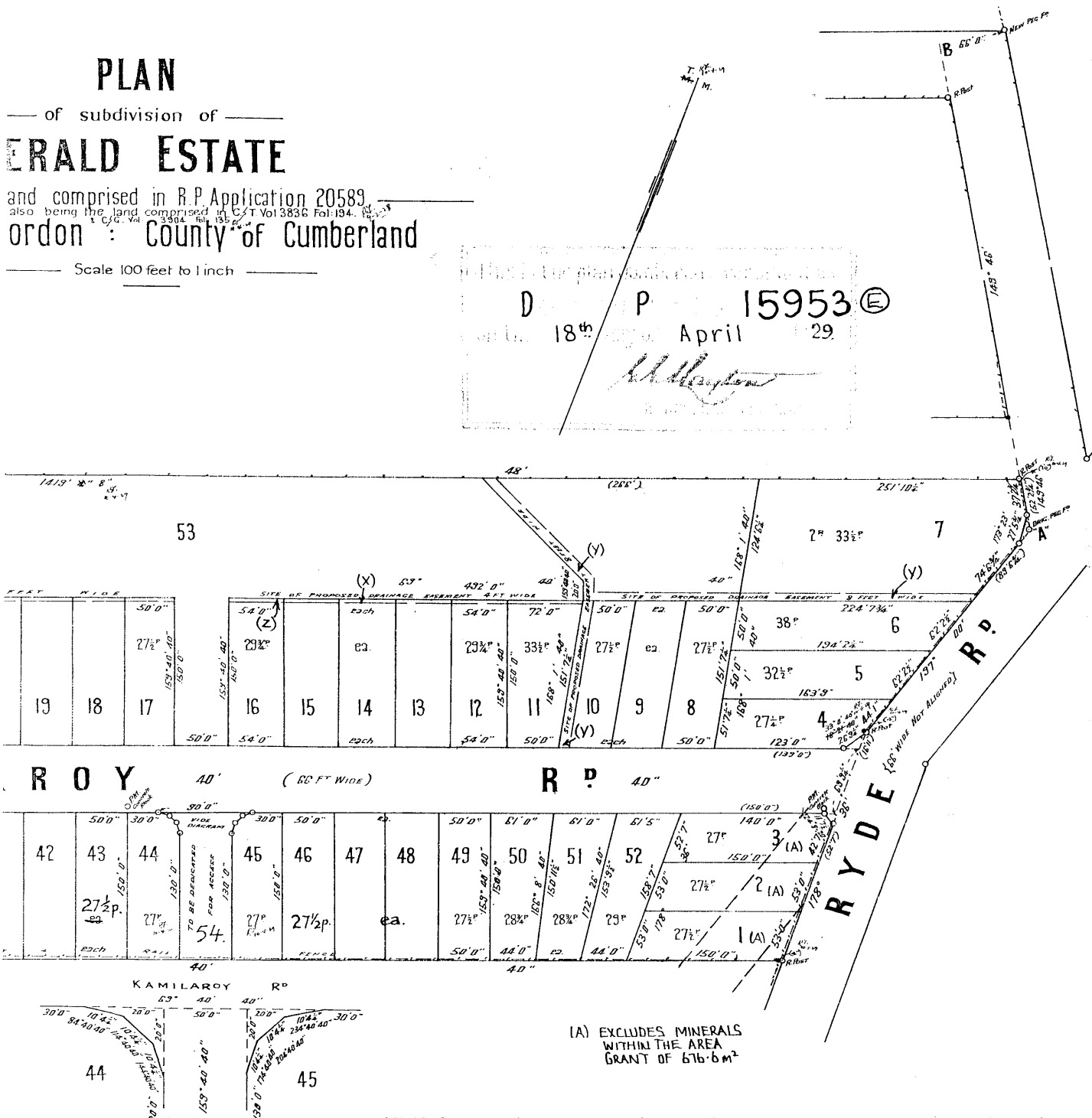
# PLAN

— of subdivision of —  
**ERALD ESTATE**

and comprised in R.P. Application 20589  
 also being the land comprised in C.T. Vol 3836 Fol 194.  
**ordon : County of Cumberland**

Scale 100 feet to 1 inch

D P 15953 ©  
 18<sup>th</sup> April 29

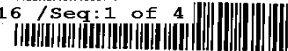


(A) EXCLUDES MINERALS  
 WITHIN THE AREA  
 GRANT OF 676.6m<sup>2</sup>

I, Albert Roy Poole of Sydney licensed Surveyor, specially licensed under the Real Property Act do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented (c) that all physical objects indicated actually exist in the positions shown (d) that the whole of the material facts in relation to the land are correctly represented (e) that the survey of the land to which the plan relates has been made by me and I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1900.

*Alg. Poole*  
 Licensed Surveyor

Date of Survey August 1928  
 Datum line of Azimuth A-B



B781280D

14 6/16 N.C. 21/10/17 £1 00/00/00  
 14-2 New South Wales CR 70630 B781280



MEMORANDUM OF TRANSFER AND GRANT OF DRAINAGE EASEMENT

(Real Property Act 1900)

I - CLIFFORD PEACOCK of Sydney in the State of New South Wales Real Estate Agent (hereinafter called "the transferror") being registered as the proprietor of an estate in fee simple in the land hereinafter described (subject however to such encumbrances liens and interests as are notified hereunder) in consideration of the sum of TEN SHILLINGS (10/-) (the receipt whereof is hereby acknowledged) paid to me by THE COUNCIL OF THE MUNICIPALITY OF KURING-GAI (hereinafter called "the Council") DO HEREBY TRANSFER to the Council ALL THAT piece of land situated in the Municipality aforesaid Parish of Gordon and County of Cumberland more particularly shown on plan of subdivision\* of the land comprised in the undermentioned Certificate of Title (which said plan is covered by Certificate No. 129 of 5th October 1928 of the Town Clerk of the Council) situated between Lots 44 and 45 on the said plan and thereon marked "to be dedicated for access" and being part of the land comprised in Certificate of Title dated the 2nd day of March 1926 registered Volume 3836 folio <sup>134</sup>~~26~~ AND for the consideration aforesaid the transferror DOTH HEREBY GRANT AND TRANSFER to the Council to be used by it as appurtenant to Yanko Road Kamilaroy Road and Ryde Road in the Municipality aforesaid FULL AND FREE RIGHT AND LIBERTY to make lay out construct and forever use and maintain open and/or piped and/or covered drains upon in through and/or under and/or over the two strips of land each four feet wide and the two strips of land each eight feet wide situate as aforesaid more particularly delineated on the said plan also being part of the land comprised in the said Certificate of Title

(a) as to the two said strips of land each four feet wide for the purpose of conveying and carrying off surface and storm-waters from Ryde Road aforesaid and \_\_\_\_\_

(b) as to the said strip of land eight feet wide fronting Kamilaroy Road aforesaid for the purpose of conveying and carrying off surface and storm-waters from Kamilaroy Road aforesaid in a Northerly direction and thence in a North Westerly direction and as to the said strip of land eight feet wide fronting Ryde Road aforesaid for the purpose of conveying and carrying off surface and storm-waters from Ryde Road aforesaid \_\_\_\_\_

AND for those purposes to remove and carry away all or any of the clay sand

VSC  
25/3/29

11/2/28

782223

781280

7821213

X New Dep. Plan N° 1335 0224

gravel stones and earth which shall be taken out of the said strip of land and/or to use all or any part thereof in the making laying out and constructing the said drains or any of them and/or to leave same or any part or parts thereof respectively upon the said strips of land or any of them TOGETHER WITH FULL AND FREE RIGHT AND LIBERTY from time to time and at all times to inspect the condition of and to cleanse maintain mend repair and/or relay and/or re-cover the said drains or any part or parts thereof respectively and for such purposes or any of them at all reasonable times with surveyors workmen materials machinery and implements and other persons and things to enter into and upon the said strips of land or any of them and to bring and place and leave thereon and/or to remove therefrom all necessary materials machinery implements and things and to remove and carry away and/or use and/or leave as aforesaid all or any of the clay sand gravel stones and earth which shall be taken out of the said strips of land or any of them and to do all such acts and things as may be deemed by the Council to be necessary AND the transferror hereby covenants with the Council that the transferror will not \_\_\_\_\_

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

(b) interfere with the free flow and passage of soil or water through the same \_\_\_\_\_

AND THAT if he the transferror shall do permit or suffer anything which shall injure or damage the said drains or any part thereof respectively or shall interfere with the free flow and passage of soil or water through the same he the transferror will forthwith at his own expense properly and substantially repair and make good all such injury or damage and restore the free flow and passage of soil or water through the said drains or any of them and do all things necessary or expedient for the purposes aforesaid or any of them AND will not erect or permit to be erected any building or other erection of any kind or description over the said strips of land or any of them without the Council's permission in writing being first had and obtained AND for the purpose of Section 89 of the "Conveyancing Act 1919" IT IS HEREBY EXPRESSLY AGREED AND DECLARED that:- \_\_\_\_\_

(a) the lands to which the benefit of this covenant is intended to be appurtenant are Yanko Road Kamilaroy Road and Ryde Road aforesaid \_\_\_\_\_

(b) the lands which are to be subject to the burden of such covenant are the two said strips of land each four feet wide and the two said strips of land each eight feet wide

(c) the said covenant may be released varied or modified only with the consent of the Council or its successors

ENCUMBRANCES ETC. REFERRED TO

N I L

DATED at Sydney this 30<sup>th</sup> day of January 1929.

SIGNED in my presence by the )  
transferror who is personally )  
known to me )

*Victor G. Costello*

*C Pearson*  
Clerk to  
Messrs Dowling, Tayler, & Macdonald  
Solicitors, Sydney.

SIGNED in my presence by GEORGE  
CHRISTIE (the Mayor of and for )  
and on behalf of the Council of )  
the Municipality of Kuring-gai )  
who is personally known to me )

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

*C Christie*

TOWN CLERK

*G. Robertson*

MAYOR

Transfer of  
 as Por. 59 of Pk.  
 shown on Def. Plan 15953  
 Transfer and Grant of  
 Drainage Easement  
 Part Lots 7, Lots 10 to 31 incl. + Lot 53  
 Def. Plan 15953  
 Mun. Ku-ring-gai  
 Ph. Gordon Co. Cumberland

LODGED BY:

DOWLING TAYLER & MACDONALD

Wingello House,

Angel Place,

SYDNEY.

The Council of the } Transferee  
 Municipality of Ku-ring-gai

Particulars entered in Register Book  
 Vol 4290 Folio 194

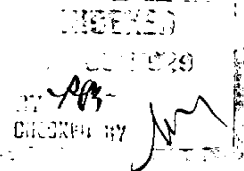
the 5th day of June 1929 at 11 o'clock  
 in the forenoon.

*W. Hayton*



*Registrar General*

*[Signature]*



RFL

|                         | DATE.       | INITIALS. |
|-------------------------|-------------|-----------|
| SENT TO SURVEY BRANCH   | 10.6.29     | SP        |
| REC'D BY RECORDS        | 10.6.29     | CEH       |
| PLAN EXAMINED           | 11.6.29     |           |
| DRAFT EXAMINED          | 11.6.29     |           |
| DIAGRAM CORRECT         | 13/6/29     |           |
| DIAGRAM EXAMINED        | 13/6/29     |           |
| DEPT TO VARIOUS         | 13/6/29     |           |
| RECTOR CORRECT          |             |           |
| RETURNED FROM REC. REC. |             |           |
| CERTIFICATE ENTERED     | 17 JUN 1929 |           |
| DEPT. OF LANDS          |             |           |
| DEP. REGISTRAR GENERAL  |             |           |

VOL. 4290 FOL. 204

|   |        |
|---|--------|
| B | 781280 |
|---|--------|

Is regarding the land: 10th June 1929



R.P. 13.

New South Wales.

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900).

3/12/41

D 95484



Lodgment ...  
Endorsement ...  
Certificate ...

1. 12/6  
2. 12/6  
3. 12/6  
4. 12/6  
5. 12/6  
6. 12/6  
7. 12/6  
8. 12/6  
9. 12/6  
10. 12/6

I, GEOFFREY EARLAN of Chatswood Butter and Egg Vendor

(herein called transferor)

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of **Eighty seven pounds ten shillings** (£ 87.10.0 (the receipt whereof is hereby acknowledged) paid to me by

SIDNEY CLIVE CAMPTON of 37 Station Street Pymble Linesman

(herein called transferee)

do hereby transfer to the said transferee

All such ~~my~~ Estate and Interest in ALL THE land mentioned in the schedule following :-

| County.    | Parish. | Reference to Title (c) |      |      | Description of Land (if part only). (d) |
|------------|---------|------------------------|------|------|---|
|            |         | Whole or Part.         | Vol. | Fol. |   |
| Cumberland | Gordon  | Part                   | 4332 | 159  | Being Lots 29, 30 and 31 D.P. 15953.    |

And the transferee covenants with the transferor for himself and his assigns for the benefit of the adjoining land in D.P. 15953 but only during the ownership thereof by the transferor his executors administrators and assigns other than purchasers on sale COVENANTS with the transferor his executors administrators and assigns that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the transferor his executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the transferor his executors administrators or assigns and in favour of any person dealing with the transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be released varied or modified by the owner or owners for the time being of such adjoining land.)

ENCUMBRANCES, &c., REFERRED TO:

Subject to reservation of minerals.  
Subject to Easement No. B781280.

Signed at Sydney

the *eleventh* day of *December*, 1941.

\*Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

*Geoffrey Earlan*

\*Signed

*Geoffrey Earlan*  
Transferor.\*

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see page 2.

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

*Sidney Clive Campton*

*Sidney Clive Campton*  
Transferee.

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B. - Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

94743 241 31-41

36807

THIS SPACE TO BE LEFT FREE FROM NOTATION.

NO 95484

LODGED BY

J. B. Kirkpatrick & Co.  
16 O'Sullivan St.  
Sydney.

CONSENT OF MORTGAGEE.

1. mortgagee under Mortgage No. \_\_\_\_\_  
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this 19 \_\_\_\_\_ Mortgagee.  
day of \_\_\_\_\_  
Signed in my presence by \_\_\_\_\_  
who is personally known to me.

MEMORANDUM AS TO NON REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the \_\_\_\_\_ day of 19 \_\_\_\_\_  
Signed at the place and on the date above-mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.

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

This form is not appropriate in cases of delegation by trustees.

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

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

MEMORANDUM OF TRANSFER OF

Acres \_\_\_\_\_ rods \_\_\_\_\_ perches \_\_\_\_\_  
Lots 29, 30 and 31 D.P. 15953  
Kamilaroi and Yamba Rds.  
Shire \_\_\_\_\_  
Municipality \_\_\_\_\_  
Parish \_\_\_\_\_ County \_\_\_\_\_  
(Subject to covenant)

Sidney Olive Hampton Transferee.

Particulars entered in Register Book, Vol. 4332 Fol. 159

the 4th day of February 1943.  
at \_\_\_\_\_ minutes 12 o'clock in the \_\_\_\_\_ noon.

W. W. Miles  
Registrar-General

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

| Nature | No. | Reg'd Propr., M't'gor, etc. |
|--------|-----|-----------------------------|
|        |     |                             |
|        |     |                             |
|        |     |                             |

PROGRESS RECORD.

|                       | Initials    | Date    |
|-----------------------|-------------|---------|
| Sent to Survey Branch | W. W. Miles | 12/2/43 |
| Received from Records | W. W. Miles | 12/2/43 |
| Draft written         | W. W. Miles | 12/2/43 |
| Draft examined        | W. W. Miles | 12/2/43 |
| Diagram prepared      | W. W. Miles | 12/2/43 |
| Diagram examined      | W. W. Miles | 12/2/43 |
| Draft forwarded       | W. W. Miles | 12/2/43 |
| Supt. of Engravers    | W. W. Miles | 12/2/43 |
| Cancellation Clerk    | W. W. Miles | 12/2/43 |
| Vol. 5302 Fol. 135    |             |         |
| Diagram Fees          |             |         |
| Additional Folios     |             |         |

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.  
If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.  
If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Charge d'Affaires, Secretary of the Embassy or Legation, Consul General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/6 for every new Certificate of Title issued upon a Transfer or sale for a consideration of not more than £1,000, and 1/6 for a new Certificate of Title in any other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.  
Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferee may take out a new Certificate for the residue.



# PLANNING CERTIFICATE

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



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

## PROPERTY DETAILS

**Address:** 51 Kamilaroy Road WEST PYMBLE NSW 2073

**Lot Description:** Lot 31 DP 15953

## CERTIFICATE DETAILS

**Certificate No:** ePC0741/25

**Certificate Date:** 12/02/2025

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

## APPLICANT DETAILS

**REF:** 9648092

**Infotrack  
Gpo Box 4029  
SYDNEY NSW 2000**

## BACKGROUND INFORMATION

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

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

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 –  
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2021.**

**1. Names of relevant planning instruments and development control plans**

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

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

State Environmental Planning Policy (Sustainable Buildings) 2022.  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.  
State Environmental Planning Policy (Primary Production) 2021  
State Environmental Planning Policy (Biodiversity and Conservation) 2021  
State Environmental Planning Policy (Resources and Energy) 2021  
State Environmental Planning Policy (Resilience and Hazards) 2021  
State Environmental Planning Policy (Industry and Employment) 2021  
State Environmental Planning Policy (Transport and Infrastructure) 2021  
State Environmental Planning Policy (Planning Systems) 2021  
State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021  
State Environmental Planning Policy (Housing) 2021.

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

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

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

Ku-ring-gai Development Control Plan

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

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

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

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

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

(i) Low Density Residential

(ii) R2

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

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

Home occupations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

No.

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

No.

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

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

No.

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

### 3. Contribution plans

**(1) Which contribution plans or draft contribution plans apply to this land under the Act, Division 7.1?**

Ku-ring-gai Contributions Plan 2010 (s7.11).  
Ku-ring-gai Council Section 7.12 Local Levy Contributions Plan 2023

**(2) Is the land in a region within the meaning of the Act, Division 7.1 Subdivision 4?**

Yes. The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contributions) Order 2023 applies.

**(3) Is the land in a special contributions area to which a continued s7.23 determination applies??**

No

**SPECIAL NOTE:** A s7.11 or s7.12 contributions plan outlines the financial costs Council levies if land is developed and Council believes the development will require additional infrastructure such as parks, roads etc. Copies of both the s7.11 and the s7.12 contributions plans are available on Council's website.

## 4. Complying development

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

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

### **Container Recycling Facilities Code**

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

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

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

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

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

### **Demolition Code**

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

### **Fire Safety Code**

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

### **General Development Code**

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

### **Housing Code**

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

### **Housing Alterations Code**

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

## **Low Rise Housing Diversity Code**

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

Development specified in the Low Rise Housing Diversity Code is not complying development under that code if the development is:

- (a) for the purposes of dual occupancies, and
- (b) carried out on land in Zone R2 Low Density Residential, and
- (c) permitted with development consent under State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 12 but not under another environmental planning instrument.

## **Subdivision Code**

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

## **5. Exempt development**

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

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

## **6. Affected building notices and building product rectification orders**

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

No.

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

No.

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

No.

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

## 7. Land reserved for acquisition

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

No.

## 8. Road widening and road realignment

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

No.

## 9. Flood related development controls information

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

No.(Unknown)

*The flood risk of this land has not yet been mapped. Unmapped locations may also be subject to flood related development controls*

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

No.(Unknown)

*The flood risk of this land has not yet been mapped. Unmapped locations may also be subject to flood related development controls*

***SPECIAL NOTE: Flood planning area*** has the same meaning as in the Floodplain Development Manual.

***Floodplain Development Manual*** means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

***Probable maximum flood*** has the same meaning as in the Floodplain Development Manual.

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

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

No.

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

## 11. Bush fire prone land

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

The land is bush fire prone land.

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

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

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

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

## 12. Loose-fill asbestos insulation

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

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



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

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

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

### 13. Mine subsidence

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

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

### 14. Paper subdivision information

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

Not applicable.

**SPECIAL NOTE:** Words and expressions used in this item have the same meaning as Part 10 of the Environmental Planning and Assessment Regulation 2021. And Assessment Act 1979, Schedule 7

### 15. Property vegetation plans

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

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

## **16. Biodiversity stewardship sites**

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

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

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

## **17. Biodiversity certified land**

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

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

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

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

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

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

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

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

## 20. Western Sydney Aerotropolis

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

## 21. Development consent conditions for seniors housing

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

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

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

## 22. Site Compatibility certificates and development consent conditions for affordable housing

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

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

## 23. Water or sewerage services

***Is there, or is there to be, water or sewerage services provided to the land under the Water Industry Competition Act 2006?***

Council is not aware of any such water or sewerage services provided to the land.

**SPECIAL NOTE:** A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

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

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

No.

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

No.

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

No.

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

No.

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

No.

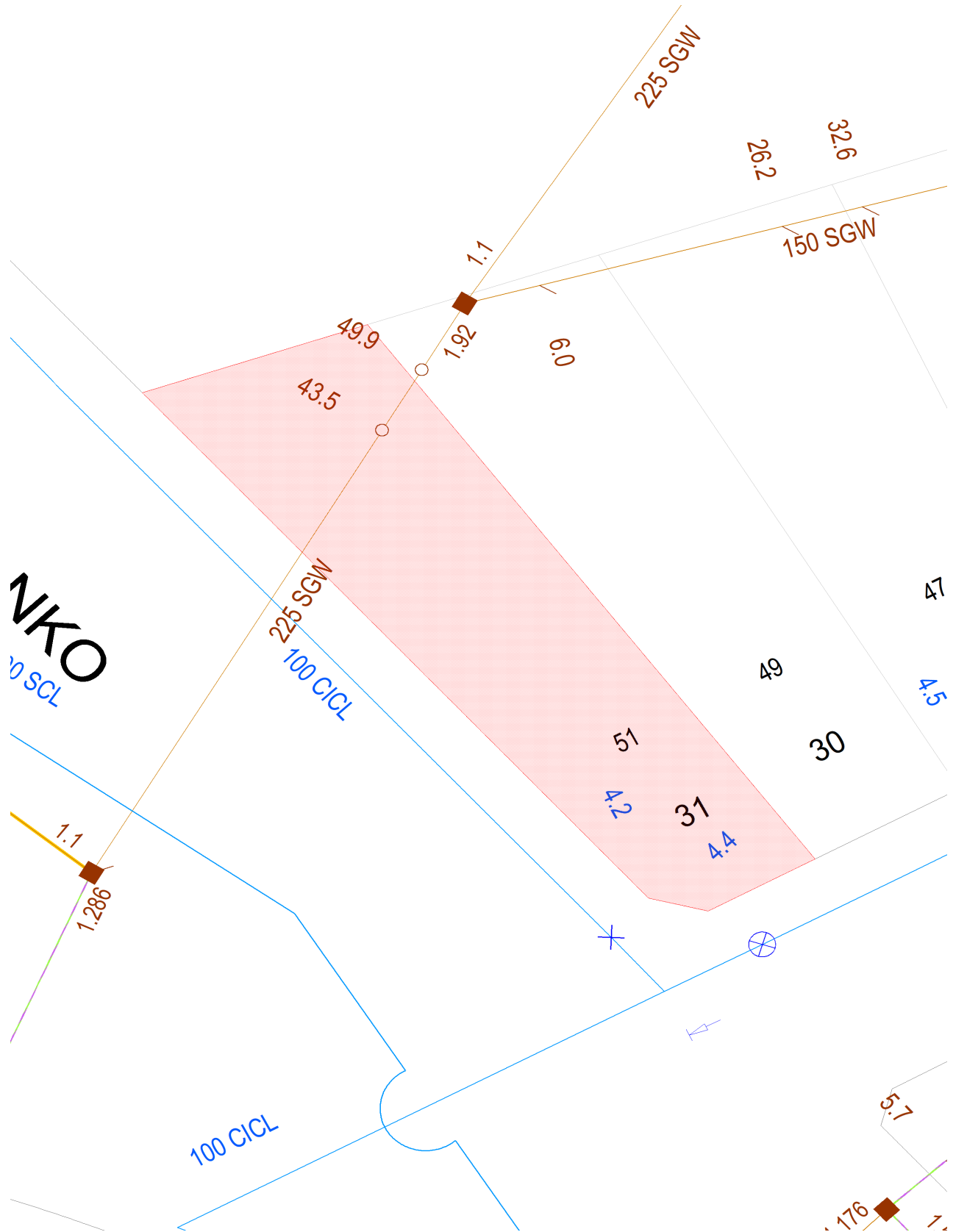
**SPECIAL NOTE:** If you have any concerns about land contamination beyond the information described in this certificate, you should contact the NSW Environmental Protection Authority. Tel: 131 555 or email [info@environment.nsw.gov.au](mailto:info@environment.nsw.gov.au).



**David Marshall**  
General Manager

# Service Location Print

Application Number: 8004069905



Document generated at 12-02-2025 02:50:57 PM

## Disclaimer

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

# Asset Information

## Legend

| Sewer   |  | Property Details  |  |
|---|--|---|--|
| Sewer Main (with flow arrow & size type text)                 |  | Boundary Line   |  |
| Disused Main  |  | Easement Line   |  |
| Rising Main   |  | House Number  |  |
| Maintenance Hole (with upstream depth to invert)              |  | Lot Number  |  |
| Sub-surface chamber   |  | Proposed Land   |  |
| Maintenance Hole with Overflow chamber                        |  | Sydney Water Heritage Site<br>(please call 132 092 and ask for the Heritage Unit) |  |
| Ventshaft EDUCT   |  |   |  |
| Ventshaft INDUCT  |  |   |  |
| Property Connection Point<br>(with chainage to downstream MH) |  |   |  |
| Concrete Encased Section                                      |  |   |  |
| Terminal Maintenance Shaft                                    |  |   |  |
| Maintenance Shaft   |  |   |  |
| Rodding Point   |  |   |  |
| Lamphole  |  |   |  |
| Vertical  |  |   |  |
| Pumping Station   |  |   |  |
| Sewer Rehabilitation  |  |   |  |
| Pressure Sewer  |  | Water   |  |
| Pressure Sewer Main   |  | WaterMain - Potable<br>(with size type text)                                      |  |
| Pump Unit<br>(Alarm, Electrical Cable, Pump Unit)             |  | Disconnected Main - Potable   |  |
| Property Valve Boundary Assembly                              |  | Proposed Main - Potable   |  |
| Stop Valve  |  | Water Main - Recycled   |  |
| Reducer / Taper   |  | Special Supply Conditions - Potable   |  |
| Flushing Point  |  | Special Supply Conditions - Recycled  |  |
| Vacuum Sewer  |  | Restrained Joints - Potable   |  |
| Pressure Sewer Main   |  | Restrained Joints - Recycled  |  |
| Division Valve  |  | Hydrant   |  |
| Vacuum Chamber  |  | Maintenance Hole  |  |
| Clean Out Point   |  | Stop Valve  |  |
| Stormwater  |  | Stop Valve with By-pass   |  |
| Stormwater Pipe   |  | Stop Valve with Tapers  |  |
| Stormwater Channel  |  | Closed Stop Valve   |  |
| Stormwater Gully  |  | Air Valve   |  |
| Stormwater Maintenance Hole                                   |  | Valve   |  |
|   |  | Scour   |  |
|   |  | Reducer / Taper   |  |
|   |  | Vertical Bends  |  |
|   |  | Reservoir   |  |
|   |  | Recycled Water is shown as per<br>Potable above. Colour as indicated              |  |
| Private Mains   |  | Potable Water Main  |  |
|   |  | Recycled Water Main   |  |
|   |  | Sewer Main  |  |
|   |  | Symbols for Private Mains shown grey  |  |

### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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

# Sewer Service Diagram

Application Number: 8004069912

11:58:22 07-12-93

02 9520630 - 1 DOCUMENT MAY NOT BE TO SCALE, CWOOD WATERBOARD

3/5

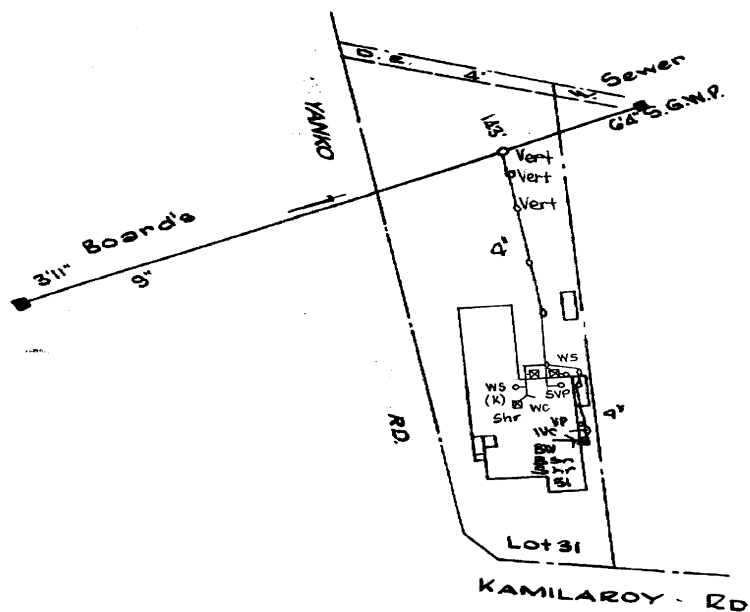
## METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD **SEWERAGE SERVICE DIAGRAM** Municipality of Ku-Ring-Gai No. 476995

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

SCALE: 40 FEET TO AN INCH.

### SEWER AVAILABLE

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



W. Cs. U. Cs.

SHEET No. 5864

OFFICE USE ONLY

FOR ENGINEER HOUSE SERVICES

| DRAINAGE        |      | BRANCH OFFICE    | PLUMBING      |      |
|-----------------|------|------------------|---------------|------|
| Supervised by   | DATE |                  | Supervised by | DATE |
| Inspector       | / /  | Date             | Inspector     | / /  |
| Examined by     | / /  | Outfall          | 365 792       |      |
| Chief Inspector | / /  | Drainer          |               |      |
| Tracing Checked | / /  | Plumber          |               |      |
|                 |      | Boundary Trap    |               |      |
|                 |      | Is not required. |               |      |

67 PH80

Document generated at 12-02-2025 02:50:53 PM

### Disclaimer

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



# Ku-ring-gai Municipal Council

Council Chambers, 818 Pacific Highway, Gordon NSW 2072

Phone: (02) 9424 0888, Fax: (02) 9418 1117

DX 8703 GORDON, TTY: (02) 9424 0875



## BUILDING CERTIFICATE

Issued under the Environmental Planning & Assessment Act 1979

### Section 149D

#### Applicant's Name and Address:

Sutton & Co. Solicitors & Attorneys  
Suite 101a "St Ives Professional Centre"  
164A Mona Vale Road  
ST IVES

The Ku-ring-gai Municipal Council certifies that, in relation to the building or part identified below:

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

### IDENTIFICATION OF BUILDING

#### Location

Street: Kamilaroy Road  
Side of Street: North West  
House No, Unit or Name: 51  
Nearest Cross Street: Yanko Road  
Suburb: WEST PYMBLE  
Lot or Portion No: 31  
Section: -  
Deposited Plan, Strata Plan or Estate: 15953

#### Particulars

Classification of building: 1 Dwelling  
Owner: Mr & Mrs Cooke  
Date of Inspection of Building or Part: 5 April 2000

### SCHEDULE

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

Survey Certificate prepared by Messrs Degotardi, Smith + Partners, 11/19-23 Bridge Street Pymble nsw 2073. Reference N° 27581.  
Dated 24 March 2000

Dated this Sixth day of April 2000. Fee: \$70.00 Receipt N° 1757780

E Sarich

MANAGER DEVELOPMENT CONTROL

#### \*NOTES:

This certificate operates to prevent the council:

- a. from making an order (or taking proceedings for the making of an order or injunction) under the *Environmental Planning & Assessment Act 1979* or the *Local Government Act 1993* requiring the building to be repaired, demolished, altered, added to or rebuilt, and
- b. from taking proceedings in relation to any encroachment by the building onto land vested in or under the control of the council, in relation to matters existing or occurring before the date of issue of this certificate.

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

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

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

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

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: James Grant Johnstone and Esme Johnstone

Purchaser:

Property: 51 Kamilaroy Road, West Pymble 2073

Dated:

---

### Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
  - (g) Has the vendor or the tenant of the premises taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so, please provide details of the steps taken and of the progress or outcome of any negotiations or hearing.
  - (h) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

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

### Adjustments

10. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
12. If any land tax certificate or property tax status certificate under the *Property Tax (First Home Buyer Choice) Act 2022* (NSW) shows a charge for land tax or property tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

### Survey and building

13. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
  - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- (f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
- 16.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
- (b) Is there any planning agreement or other arrangement referred to in s7.4 of the *Environmental Planning and Assessment Act*, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
17. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
- (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
- (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details of the exemptions claimed;
- (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
- (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
- (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 18.
- (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to Requisition 18(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 19.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
- (i) whether there are any existing breaches by any party to it;
  - (ii) whether there are any matters in dispute; and
  - (iii) whether the licensor holds any deposit, bond or guarantee.
- (b) In relation to such licence:
- (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
  - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
- (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
- (c) any latent defects in the Property?
21. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
- (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
- (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
- (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
- (e) any realignment or proposed realignment of any road adjoining the Property?
- (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?

22. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
23. (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?  
(b) If so, do any of the connections for such services pass through any adjoining land?  
(c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

**Capacity**

25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

**Requisitions and transfer**

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 5 business days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
28. If any document required for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

**Off the plan contract**

32. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
- (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
- (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
- (d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?
- (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.



MR JAMES G JOHNSTONE  
51 KAMILAROY ROAD  
WEST PYMBLE NSW 2073

Our reference: 7156311580314

Phone: **13 28 66**

7 February 2025

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello JAMES,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

|                              |                                    |
|------------------------------|------------------------------------|
| Notice number                | 2411043211053                      |
| Vendor name                  | JAMES GRANT JOHNSTONE              |
| Clearance Certificate Period | 7 February 2025 to 9 February 2026 |

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MRS ESME JOHNSTONE  
51 KAMILAROI ROAD  
WEST PYMBLE NSW 2073

Our reference: 7156405152817

Phone: **13 28 66**

11 February 2025

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello ESME,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

|                              |                                    |
|------------------------------|------------------------------------|
| Notice number                | 2411043208792                      |
| Vendor name                  | ESME JOHNSTONE                     |
| Clearance Certificate Period | 7 February 2025 to 9 February 2026 |

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**  
If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.