

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	SKYLINE REAL ESTATE 3/14 Frenchs Forest Road, Frenchs Forest NSW 2086 Email: stuart@skylinerealestate.com.au	Phone: 02 9452 3444 Mobile: 0416 207 215 Ref: Stuart Bath
vendor	JOHN FREDERICK PETERS and BEVERLEY PETERS	
vendor's solicitor	ROBERTSON SAXTON OSBORNE Level 4, 53 Walker Street, North Sydney NSW 2060 PO Box 118, North Sydney NSW 2059 Email: bruce@rsolawyers.com.au	Phone: 02 9957 5755 Ref: 239208
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	17 FOREST WAY, FRENCHS FOREST NSW 2086 Registered plan: Lot 2 in Deposited Plan 846819 Folio Identifier: 2/846819	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: swimming pool	
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	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> ceiling fan x1 <input type="checkbox"/> EV charger <input checked="" type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: ducted heating, alarm system, drapes, garden sheds x2
exclusions	
purchaser	
purchaser's solicitor	Phone: 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

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

SIGNING PAGE

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

Choices

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

Nominated Electronic 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 a **GSTRW payment** (GST residential withholding payment) NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

17 FOREST WAY
FRENCHS FOREST NSW 2086

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, 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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 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.

17 FOREST WAY FRENCHS FOREST NSW 2088

SPECIAL CONDITIONS

1. Amendments to Standard Terms of Contract

Notwithstanding anything to the contrary herein contained the parties expressly agree that the standard conditions shall be amended as follows:

- (a) Deleting clauses 5.1 and 7.1.1;
- (b) Substituting the word "substance" with "existence" and the word "disclosed" with "noted" in clauses 10.1.8 and 10.1.9;
- (c) Replacing clause 14.4.2 with the words: "by adjusting the amount assessed to the vendor for the current land tax year in respect of the property.";
- (d) In clause 18.4 insert the words "and/or injury to person" after the word "property";
- (e) Inserting the following provisions as clauses 18.8 & 18.9:

18.8 Prior to access being provided to the purchaser, the purchaser will provide a certificate of currency of insurance from a reputable insurer for the property with the following minimum requirements for the approval of the vendor;

18.8.1 if the property is Torrens Title, insurance of the improvements on the land, and public liability insurance with a minimum coverage of \$20 million; or

18.8.2 if the property is within a strata scheme, public liability insurance with a minimum coverage of \$20 million.

The vendor is not required to allow possession of the property to the purchaser until the requirements set out above are complied with by the purchaser.

18.9 The parties agree that possession of the property is only provided to the purchaser by way of a licence and not by way of a lease.

- (f) Increasing the percentage rate in clause 23.9.1 to "2%"; and
- (g) Replacing clause 25 with the words: "The purchaser acknowledges and agrees that the vendor does not have to provide an abstract of title, chain of title or good root of title."

2. Death Bankruptcy Liquidation or mental Illness of a Party

Notwithstanding any rule of law or equity to the contrary, should either party prior to completion:-

- (a) die or become mentally ill then the other party may by notice served in writing on the personal representative of the deceased or mentally ill party rescind this Contract and such rescission shall be a rescission pursuant to Clause 19 hereof or,
- (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a petition for its winding up presented or enter into a scheme of arrangement with its creditors, or should a liquidator, receiver or official manager be appointed in respect thereof then that party shall be deemed to be in default hereunder and the other party shall be at liberty to exercise all or any of his rights conferred hereunder upon such default.

3. Real Estate Agent Warranty

The Purchaser warrants to the Vendor that he/she was not introduced to the property by any agent other than the agent referred to on the front page of the contract (if any), nor were any other agents the effective cause of the sale herein provided for. In the event that the Purchaser is in breach of such warranty the Purchaser hereby agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent (other than the agent referred to herein) arising out of the sale herein provided. This condition shall not merge on completion.

4. Building Information Certificate

If the purchaser applies for a building Information certificate, under section 6.25 of the Environmental Planning and Assessment Act 1979 ("Building Certificate") he/she must do so at his/her own cost. If the local council requires work to be done on the property as a condition of issuing a Building Certificate, or issues a Building Certificate but requires work to be carried out, the purchaser must not make any claim against the Vendor nor terminate nor delay completion of this contract because of the council's requirements to carry out that work. Any such work must be carried out at the purchaser's cost.

5. Payment of Deposit in Instalments

- (a) In the event the vendor accepts an amount less than 10% of the purchase price as part payment of the deposit on the date of this contract:
 - i. the balance of the 10% deposit must be paid on or before the date the vendor otherwise becomes entitled to keep or recover the deposit under the terms of this contract; and

- ii. Notwithstanding clause 2.9, all of the interest earned on so much of the deposit as is invested shall be paid to the Vendor.
- (b) The vendor will accept an amount of \$..... as part payment of the deposit on the date of this contract. The balance of the deposit being \$.... must be paid on or before completion, time being of the essence, or on the date that the vendor otherwise becomes entitled to keep or recover the deposit under the terms of this contract.
- (c) If circumstances arise which entitle the vendor to keep or recover the deposit:
 - (i) The purchaser must immediately pay the vendor the unpaid balance of the deposit; and
 - (ii) The vendor is entitled to recover from the purchaser the unpaid balance of the deposit as a debt,
and the purchaser must not and is not entitled to make any claim or set-off against the vendor for the unpaid balance of the deposit.

6. **Guarantee**

If the purchaser of the property is a company (other than a public company listed on an Australian stock exchange), it is a term of this contract that the purchaser's obligations are guaranteed by parties reasonably acceptable to the vendor as set out in the annexed guarantee which shall be executed by the guarantors on or before entering into this contract. If that document is not duly executed the following provisions apply:

- (a) If the purchaser of the property is a company (other than a public company listed on an Australian stock exchange), the officers or persons ("guarantor") who execute this contract on behalf of the company, or who attest the affixing of the seal of the company to this contract, hereby jointly and severally:
 - (i) unconditionally guarantee to the vendor the performance of all obligations of the purchaser under this contract, including payment of all money payable by or recoverable from the purchaser, notwithstanding this contract is not enforceable against the purchaser in whole or in part or is varied without notice to the guarantor;
 - (ii) indemnify the vendor against all liability arising from any default by the purchaser under this contract; and
 - (iii) acknowledge the provisions of this clause shall be deemed to constitute the giving of a deed by virtue of their execution of this contract.

- (b) This guarantee and indemnity is given by each guarantor as a principal and is not discharged or released by any variation of this contract or indulgence granted to the purchaser.

7. Notice to Complete

- (a) Clause 15 of the standard conditions is amended by deleting the words “and, if they do not, a party can serve a notice to complete if that party is otherwise entitled to do so.”
- (b) If either party (“the defaulting party”) fails to complete this contract by the completion date the other party (“the non-defaulting party”) will be entitled, at any time after the completion date, to serve a notice to complete upon the defaulting party requiring completion and making time of the essence of the contract.
- (c) The parties agree that a period of not less than fourteen (14) days from the date of service of any notice to complete is a sufficient period of time for making time of the essence of the contract.
- (d) Prior to the date fixed for completion in any notice to complete the non-defaulting party serving such notice may in writing withdraw the notice and thereafter either party may serve a further or other notice to complete complying with the terms of this clause.
- (e) The purchaser will on completion pay to the vendor’s solicitors the sum of two hundred and seventy five dollars (\$275) (inclusive of GST) for the legal costs incurred by the vendors as a consequence of the purchaser’s failure to complete and the issue of the notice to complete by the vendors.

8. Interest on Purchase Price

- (a) If the purchasers, without default on the part of the vendor, fail to complete this agreement by the completion date then the vendor will be entitled to be paid interest on the balance outstanding at the rate of 8 per cent per annum calculated for the day following the date fixed for completion by this contract and up to and including the date of actual completion.
- (b) The parties acknowledge that the interest at 8 per cent per annum represents a genuine pre-estimate of the loss suffered by the vendor if the purchaser fails to complete by the completion date.

- (c) The payment of interest under this clause is an essential term of this contract and the vendor will not be obliged to complete the contract unless the interest is paid at completion.

9. Solicitor's Authority to Amend & Annex

Each party authorises its solicitor or any employee of that solicitor to make alterations to this contract including the addition of annexures after execution by that party and before the date of this contract and any such alterations will be binding on the party and be deemed to have been authorised by that party. Any annexure added to this contract will form part of this contract as if same had been annexed at the time of execution.

10. Contamination

The purchaser shall not be entitled to make any objection, requisition, or claim for compensation in respect of the presence on the property of any dangerous or hazardous chemical, material or substance of any nature whatsoever or in respect of any pollution, contamination, degradation caused to the environment by such chemical, material or substance.

11. Sale Subject to Tenancy

If this contract is subject to any tenancy/tenancies:

- (a) On Completion, the vendor:
 - (i) will be deemed to have assigned to the purchaser (to the extent legally possible) the benefit arising after Completion of all the tenants' obligations contained or implied in the lease attached to this Contract except those relating to the period before Completion; and,
 - (ii) must give to the purchaser an executed notice of the transfer of the property addressed to the tenant; and,
 - (iii) shall assign to the purchaser the benefit of any cash bond paid by the tenant under the lease.
- (b) From Completion the purchaser must duly and punctually observe and perform all of the vendor's obligations contained or implied in the lease including the obligation to grant a lease, licence or other occupancy rights under any option.

- (c) The purchaser indemnifies the vendor from all liability including any loss, damage, claim, proceeding, cost and expense arising after Completion as a result of the purchaser not complying with any part of the vendor's obligations referred to in this special condition.

12. No Warranties

The purchaser acknowledges that in entering into this contract he/she has not relied on any statement, representation, warranty or condition relating in any way whatsoever to the property or any improvements erected thereon or any items (whether fixtures or not) included in this sale, made or given by the vendor or by any person, firm or company on the vendor's behalf other than such statements, representations, warranties and conditions as are herein contained.

13. Order on the Agent

Where completion of this contract is effected as an electronic transaction, it is an essential term of this contract that the purchaser must provide to the vendor prior to completion, an authority in writing to the deposit holder for the release of the deposit. This authority shall be held in escrow by the solicitor for the vendor until settlement is effected.

14. Release of Deposit

Notwithstanding any provisions to the contrary, it is agreed between the parties that the deposit shall be released to the vendor for use as a deposit in relation to another purchase of real property (provided it is not further released) and/or for the payment of stamp duty in relation to such purchase. The purchaser hereby irrevocably authorises the deposit holder to release the deposit to the vendor forthwith upon the receipt by the deposit holder of a written request from the vendor's solicitor.

15. Requisitions on Title

The purchaser acknowledges and agrees that the only requisitions that can be raised pursuant to clause 5.2.1 of the standard conditions, and the only replies to which the purchaser is entitled, are those attached to this Contract. The purchaser is deemed to have raised the attached requisitions headed "Residential Requisitions on Title", and the vendor is deemed to have given the attached replies. Nothing in this clause prevents the vendor from amending the replies prior to completion.

16. Error in adjustments

If any error is made in the calculation of any apportionment of outgoings required to be made under this Contract, the parties agree to correct such error and reimburse each other accordingly after settlement. This clause shall not merge on completion.

17. State of Repair & Condition of Property

- (a) The purchaser acknowledges that he/she has inspected and satisfied him/herself as to the condition and state of repair of the property and the following:-
 - (i) The improvements including any fences and buildings;
 - (ii) The inclusions;
 - (iii) The services to the block or lack of such services;
 - (iv) The zoning and building rights that attach to the lands;
 - (v) The cost of connections of any services such as water and electricity;
- (b) The parties agree that the property is sold as it is and subject to all defects whether latent or patent, and in particular the purchaser:-
 - (i) accepts the property, the improvements and inclusions in their present condition and state of repair and will not require the vendor to carry out any repairs or work in relation to the items referred to above; and,
 - (ii) has satisfied him/herself as to the services or lack of services.
- (c) Without limitation to the foregoing, the vendor may, but is not obliged to, remove any chattels in or under the house, the garages or sheds or otherwise stored on the property including any stored timber, discarded items or rubbish.

RESIDENTIAL REQUISITIONS ON TITLE

REQUISITIONS	REPLIES
1. 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.	Not that the Vendor is aware.
2. (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?	Yes, as far as the Vendor is aware.
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?	Not that the Vendor is aware.
(c) Has the vendor a Building Certificate which relates to all current buildings or structures?	No.
(d) Has the vendor a Final Occupation Certificate issued under the <i>Environmental Planning and Assessment Act 1979</i> for all current buildings or structures?	No.
(e) In respect of any residential building work carried out in the last 6 years: (i) please identify the building work carried out; (ii) when was the building work completed? (iii) please state the builder's name and licence number; (iv) please provide details of insurance under the <i>Home Building Act 1989</i> .	Not applicable.
3. 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?	The Vendor has not.
4. (a) To whom do the boundary fences belong?	Presumed to belong to the Vendor jointly with adjoining owners.
(b) Are there any party walls?	The Vendor relies on the contract.
(c) If the answer to Requisition 4(b) is yes, specify what rights exist in relation to each party wall and produce any agreement.	The Vendor relies on the contract.
(d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?	No.
(e) Has the vendor received any notice, claim or proceedings under the <i>Dividing Fences Act 1991</i> or the <i>Encroachment of Buildings Act 1922</i> ?	No.
5. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?	No.
6. Is the vendor aware of: (i) any road, drain, sewer or storm water channel which intersects or runs through the land? (ii) any dedication to or use by the public of any right of way or other easement over any part of the land? (iii) any latent defects in the property?	The Vendor relies on the contract.
7. Has the vendor any notice or knowledge that the Property is affected by the following: (i) any resumption or acquisition or proposed resumption or acquisition? (ii) 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. (iii) 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	Other than as disclosed in the contract, no, but the Purchaser is to rely on own enquiries.

	<p>become recoverable from the purchaser?</p> <p>(iv) any sum due to any local or public authority? If so, it must be paid prior to completion.</p> <p>(v) any realignment or proposed realignment of any road adjoining the property?</p> <p>(vi) any contamination of the property?</p>	
8.	If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.	Noted.
9.	If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.	Noted.
10.	If the property is sold subject to tenancy, is the tenancy as disclosed in the contract or as has been indicated in writing to the Purchaser?	Not applicable.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/846819

SEARCH DATE	TIME	EDITION NO	DATE
26/6/2023	5:22 PM	2	9/9/2018

LAND

LOT 2 IN DEPOSITED PLAN 846819
AT FRENCHS FOREST
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP846819

FIRST SCHEDULE

JOHN FREDERICK PETERS
BEVERLEY PETERS
AS JOINT TENANTS

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 G124690 COVENANT
- 3 S186520 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 4 DP846819 EASEMENT TO DRAIN WATER 1 WIDE & VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP846819 EASEMENT TO DRAIN WATER 1 WIDE & VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP846819 EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP846819 EASEMENT TO DRAIN WATER 4 & 3.2 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP846819 EASEMENT TO DRAIN WATER 0.8 & 0.645 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

op02730026

PRINTED ON 26/6/2023

SIGNATURE AND SEALS ONLY.

"and set out in the accompanying Instrument signed by the Author, set Person"

Blayne R. Minter

Michael Pollock

Michael Pollock
 Surveyor
 117 ST ANN, NORTH BRISBANE

DP 846819
 Registered: 8.2.1995
 CA: No. 9511 OF 80-12-1995
 The System: TOPOGNS
 Purpose: SUBDIVISION AND EASEMENT
 Ref. Map: UB80-12
 Last Plan: DP 25878 OF 80-12-1994
 PLAN OF SUBDIVISION OF 1015 5, 6 & 7 D.P. 25770 & RIGHT OF CARRIAGEWAY & EASEMENTS OVER LOT A D.P. 417241
 Lengths are in metres. Reduction Ratio 1:400
 LGA: WARRINGAH
 Locality: FRENCHS FOREST
 Parish: MANLY COVE
 County: CUMBERLAND
 This is sheet 1 of my plan (sheet(s) inseparable) sheets.
 I, GRAHAM BRUCE TWEEDIE
 of 15 BURDELL ST., NORTH BRISBANE QLD 4005
 a surveyor registered under the Surveyors Act 1929, hereby certify that the above is a true and correct copy of the Survey Plan as shown to me by the Surveyor General and the Surveyor General's Office.
 signed on 31st October 1994
 Signature: [Signature]
 Surveyor registered under Surveyors Act 1929
 Datum: Line of Assinikuk, N - 8'

SURVEY	FRACITICE	REGULATION 1990	CLAUSE 31(2)
MARK	EASTING	NORTHING	ZONE ACC
55.0 77.65	320 750.701	1266.085 872	561 2
P.M. 798	320 707.108	1266.141 419	561 1
P.M. 597.5	320 551.460	1266.730 430	561 2

SOURCE: 1:50,000 DATUMS ADAPTED FROM M.A.M. 8177 OF C.A.M. ON 24.8.1994

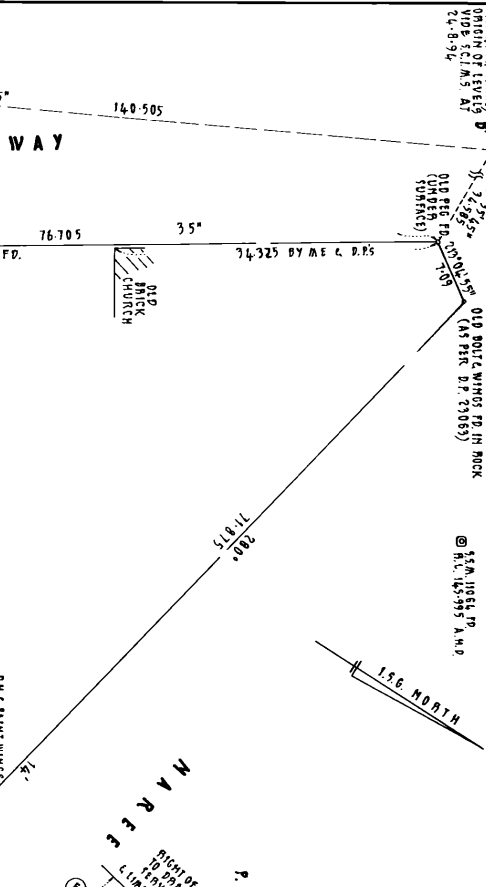
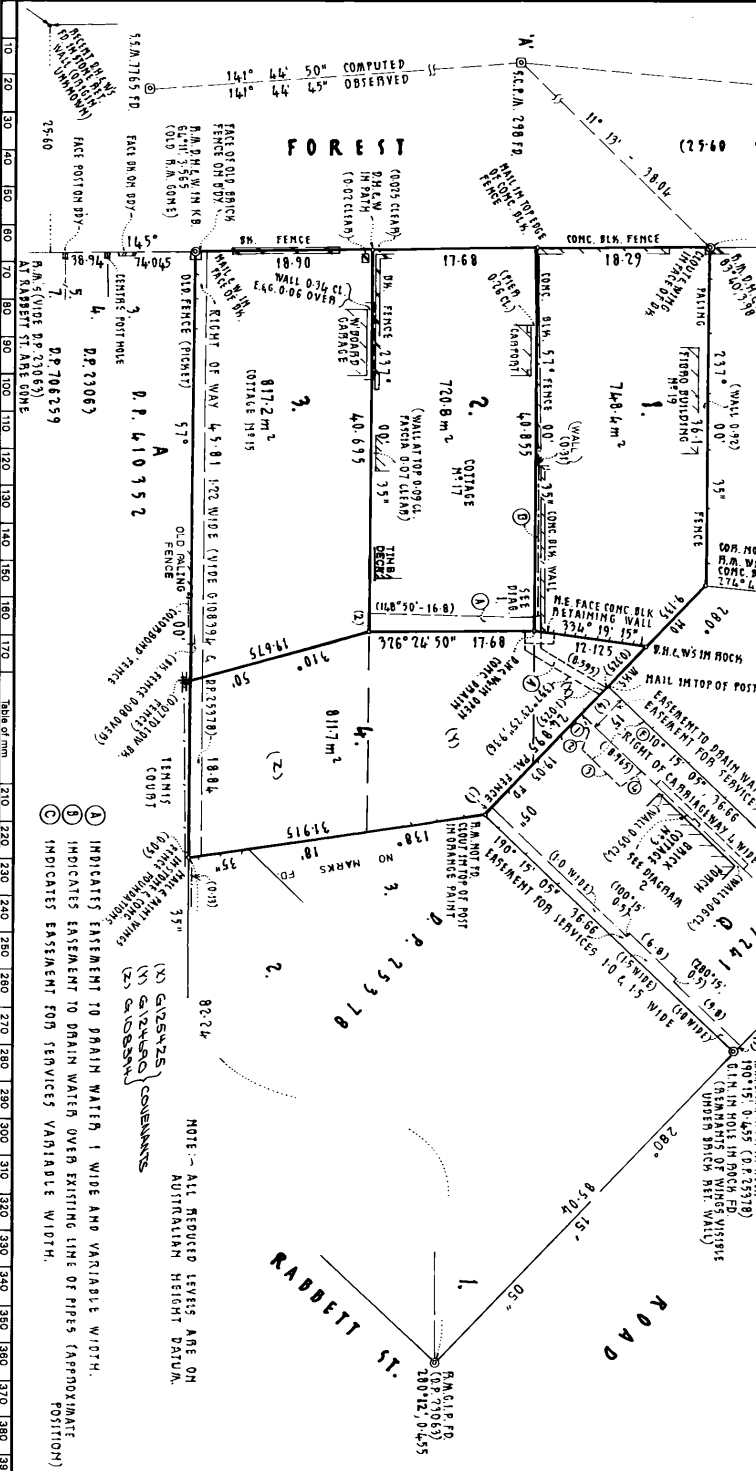


DIAGRAM 1, NOT TO SCALE.

SCHEDULE OF SHORT EASEMENT DIMENSIONS	AT BOUNDARY	AT DIST
1	7.00' 0" 8.185	7.00' 0" 8.185
2	2.139' 0" 2.175	2.139' 0" 2.175
3	1.897' 0" 5.98	1.897' 0" 5.98
4	1.10' 0" 2.635	1.10' 0" 2.635
5	7.00' 0" 15.155	7.00' 0" 15.155
6	1.10' 0" 0.74	1.10' 0" 0.74
7	1.00' 0" 1.155	1.00' 0" 1.155
8	7.00' 0" 15.155	7.00' 0" 15.155
9	1.00' 0" 1.155	1.00' 0" 1.155
10	7.00' 0" 15.155	7.00' 0" 15.155
11	1.10' 0" 0.74	1.10' 0" 0.74
12	1.10' 0" 0.74	1.10' 0" 0.74
13	1.10' 0" 0.74	1.10' 0" 0.74
14	1.10' 0" 0.74	1.10' 0" 0.74
15	1.10' 0" 0.74	1.10' 0" 0.74
16	1.10' 0" 0.74	1.10' 0" 0.74
17	1.10' 0" 0.74	1.10' 0" 0.74
18	1.10' 0" 0.74	1.10' 0" 0.74
19	1.10' 0" 0.74	1.10' 0" 0.74
20	1.10' 0" 0.74	1.10' 0" 0.74
21	1.10' 0" 0.74	1.10' 0" 0.74
22	1.10' 0" 0.74	1.10' 0" 0.74
23	1.10' 0" 0.74	1.10' 0" 0.74
24	1.10' 0" 0.74	1.10' 0" 0.74
25	1.10' 0" 0.74	1.10' 0" 0.74
26	1.10' 0" 0.74	1.10' 0" 0.74
27	1.10' 0" 0.74	1.10' 0" 0.74
28	1.10' 0" 0.74	1.10' 0" 0.74
29	1.10' 0" 0.74	1.10' 0" 0.74
30	1.10' 0" 0.74	1.10' 0" 0.74
31	1.10' 0" 0.74	1.10' 0" 0.74
32	1.10' 0" 0.74	1.10' 0" 0.74
33	1.10' 0" 0.74	1.10' 0" 0.74
34	1.10' 0" 0.74	1.10' 0" 0.74
35	1.10' 0" 0.74	1.10' 0" 0.74
36	1.10' 0" 0.74	1.10' 0" 0.74
37	1.10' 0" 0.74	1.10' 0" 0.74
38	1.10' 0" 0.74	1.10' 0" 0.74
39	1.10' 0" 0.74	1.10' 0" 0.74
40	1.10' 0" 0.74	1.10' 0" 0.74
41	1.10' 0" 0.74	1.10' 0" 0.74
42	1.10' 0" 0.74	1.10' 0" 0.74
43	1.10' 0" 0.74	1.10' 0" 0.74
44	1.10' 0" 0.74	1.10' 0" 0.74
45	1.10' 0" 0.74	1.10' 0" 0.74
46	1.10' 0" 0.74	1.10' 0" 0.74
47	1.10' 0" 0.74	1.10' 0" 0.74
48	1.10' 0" 0.74	1.10' 0" 0.74
49	1.10' 0" 0.74	1.10' 0" 0.74
50	1.10' 0" 0.74	1.10' 0" 0.74
51	1.10' 0" 0.74	1.10' 0" 0.74
52	1.10' 0" 0.74	1.10' 0" 0.74
53	1.10' 0" 0.74	1.10' 0" 0.74
54	1.10' 0" 0.74	1.10' 0" 0.74
55	1.10' 0" 0.74	1.10' 0" 0.74
56	1.10' 0" 0.74	1.10' 0" 0.74
57	1.10' 0" 0.74	1.10' 0" 0.74
58	1.10' 0" 0.74	1.10' 0" 0.74
59	1.10' 0" 0.74	1.10' 0" 0.74
60	1.10' 0" 0.74	1.10' 0" 0.74
61	1.10' 0" 0.74	1.10' 0" 0.74
62	1.10' 0" 0.74	1.10' 0" 0.74
63	1.10' 0" 0.74	1.10' 0" 0.74
64	1.10' 0" 0.74	1.10' 0" 0.74
65	1.10' 0" 0.74	1.10' 0" 0.74
66	1.10' 0" 0.74	1.10' 0" 0.74
67	1.10' 0" 0.74	1.10' 0" 0.74
68	1.10' 0" 0.74	1.10' 0" 0.74
69	1.10' 0" 0.74	1.10' 0" 0.74
70	1.10' 0" 0.74	1.10' 0" 0.74
71	1.10' 0" 0.74	1.10' 0" 0.74
72	1.10' 0" 0.74	1.10' 0" 0.74
73	1.10' 0" 0.74	1.10' 0" 0.74
74	1.10' 0" 0.74	1.10' 0" 0.74
75	1.10' 0" 0.74	1.10' 0" 0.74
76	1.10' 0" 0.74	1.10' 0" 0.74
77	1.10' 0" 0.74	1.10' 0" 0.74
78	1.10' 0" 0.74	1.10' 0" 0.74
79	1.10' 0" 0.74	1.10' 0" 0.74
80	1.10' 0" 0.74	1.10' 0" 0.74
81	1.10' 0" 0.74	1.10' 0" 0.74
82	1.10' 0" 0.74	1.10' 0" 0.74
83	1.10' 0" 0.74	1.10' 0" 0.74
84	1.10' 0" 0.74	1.10' 0" 0.74
85	1.10' 0" 0.74	1.10' 0" 0.74
86	1.10' 0" 0.74	1.10' 0" 0.74
87	1.10' 0" 0.74	1.10' 0" 0.74
88	1.10' 0" 0.74	1.10' 0" 0.74
89	1.10' 0" 0.74	1.10' 0" 0.74
90	1.10' 0" 0.74	1.10' 0" 0.74
91	1.10' 0" 0.74	1.10' 0" 0.74
92	1.10' 0" 0.74	1.10' 0" 0.74
93	1.10' 0" 0.74	1.10' 0" 0.74
94	1.10' 0" 0.74	1.10' 0" 0.74
95	1.10' 0" 0.74	1.10' 0" 0.74
96	1.10' 0" 0.74	1.10' 0" 0.74
97	1.10' 0" 0.74	1.10' 0" 0.74
98	1.10' 0" 0.74	1.10' 0" 0.74
99	1.10' 0" 0.74	1.10' 0" 0.74
100	1.10' 0" 0.74	1.10' 0" 0.74



PLAN APPROVED: [Signature]
 Land District: [Blank]
 Paper No.: [Blank]
 Field Book: [Blank]
 Crown Lands Office Approval

PLAN APPROVED: [Signature]
 Administrator: [Blank]
 Date: 30th December 1994
 Subdivision: [Blank]
 Council File No.: SD 8470

FOREST
 WAY
 RABBIT ST.

DIAGRAM 1, NOT TO SCALE.
 DIAGRAM 2, NOT TO SCALE.

NOTE: ALL REDUCED LEVELS ARE ON AUSTRALIAN HEIGHT DATUM.

INDICATES EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES (APPROXIMATE POSITION).
 INDICATES EASEMENT FOR SERVICES VARIABLE WIDTH.

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE:

- EASEMENT TO DRAIN WATER 1 WIDE
- EASEMENT TO DRAIN WATER 3 WIDE
- EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES
- EASEMENT FOR SERVICES VARIABLE WIDTH
- EASEMENT TO DRAIN WATER
- EASEMENT TO DRAIN WATER
- RIGHT OF CARRIAGEWAY 0.8 AND 0.65 WIDE
- EASEMENT TO DRAIN WATER 0.8 AND 0.65 WIDE
- EASEMENT FOR SERVICES 0.8 AND 0.65 WIDE
- EASEMENT FOR SERVICES 1 AND 1.5 WIDE
- RESTRICTION AS TO USER
- POSITIVE COVENANT.

Plats used in preparation of survey/completion:
 D 95 23110
 D 95 23118
 L 17140
 L 17142
 L 103512
 90811

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

Lengths are in metres

Sheet 1 of 9 sheets

PART 1

Plan:

DP 846819

Subdivision of Lots 5,6,7
D.P. 25378 and Right of
Carriageway and Easements
over lot Q D.P.417241
covered by Council General
Managers Certificate No.9511
Dated 30th December 1994.

Full name and address of the
Proprietors of the land

Peter Robert Macleod and Wendy
Patricia Macleod of 15 Forest
Way, Frenchs Forest as to Lot 5.

John Frederick Peters and Beverley Peters
of 17 Forest Way, Frenchs Forest as to Lots
6 and Q.

Jadomar Pty. Ltd. of 19 Forest Way
Frenchs Forest as to Lot 7.

1. Identity of easement or
restriction firstly referred
to in abovementioned plan.

Easement to Drain Water
1 wide and variable width.

Schedule of lots etc. affected

Lot burdened

2
1
4

Lots benefited

3
2,3
1,2,3

2. Identity of easement or
restriction secondly referred
to in abovementioned plan.

Easement to Drain Water over
existing line of pipes

Schedule of lots etc. affected

Lot burdened

1

Lot benefited

2

3. Identity of easement or
restriction thirdly referred
to in abovementioned plan.

Easement for Services
variable width.



Schedule of lots etc. affected

Lot burdened

4

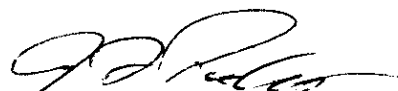
Lot benefited

1


W.P. Macleod


WARRINGAH COUNCIL

Authorised Person



REGISTERED  8.2.1995

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

Sheet 2 of 9 Sheets

Lengths are in metres

Plan: **DP 846819**

Subdivision of Lots 5,6,7
D.P. 25378 and Right of
Carriageway and Easements
over lot Q D.P. 417241
covered by Council General
Managers Certificate No. 9511
Dated 30th December 1994

4. Identity of easement or
restriction fourthly referred
to in abovementioned plan.

Easement to Drain Water
4 and 3.2 wide

Schedule of lots etc. affected

Lot burdened

Lot Q D.P.417241

Lots benefited

1,2,3

5. Identity of easement or
restriction fifthly referred
to in abovementioned plan.

Easement for Services
4 and 3.2 wide

Schedule of lots etc. affected

Lot burdened

Lot Q D.P.417241

Lot benefited

4

6. Identity of easement or
restriction sixthly referred
to in abovementioned plan.

Right of Carriageway
4 and variable width.

Schedule of lots etc. affected

Lot burdened

Lot Q D.P.417241

Lot benefited

4

7. Identity of easement or
restriction seventhly referred
to in abovementioned plan.

Right of Carriageway 0.8 and
0.645 wide.


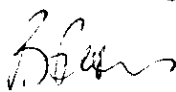
Schedule of lots etc. affected

Lot burdened

Lot Q D.P.417241

Lot benefited

4


W. P. Macleod


WARRINGAH COUNCIL


.....
Authorised Person



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

Sheet 3 of 9 Sheets

Lengths are in metres

Plan: **DP 846819**

Subdivision of Lots 5,6,7
D.P. 25378 and Right of
Carriageway and Easements
over lot Q D.P. 417241
covered by Council General
Managers Certificate No. 9511
Dated 30th December 1994

8. Identity of easement or
restriction eighthly referred
to in abovementioned plan.

Easement to Drain Water 0.8
and 0.645 wide

Schedule of lots etc. affected

Lot burdened

Lot Q D.P. 417241

Lots benefited

1,2,3

9. Identity of easement or
restriction ninthly referred
to in abovementioned plan.

Easement for Services
0.8 and 0.645 wide

Schedule of lots etc. affected

Lot burdened

Lot Q D.P. 417241

Lot benefited

4

10. Identity of easement or
restriction tenthly referred
to in abovementioned plan.

Easement for Services
1 and 1.5 wide

Schedule of lots etc. affected


Lot burdened


Lot Q D.P. 417241

Lot benefited

4

WARRINGAH COUNCIL


.....
Authorised Person


W.P. MacLeod
Breters



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

Lengths are in metres

Sheet 4 of 9 Sheets

Plan: **DP 846819**

Subdivision of Lots 5,6,7
D.P. 25378 and Right of
Carriageway and Easements
over lot Q D.P. 417241
covered by Council General
Managers Certificate No. 9511
Dated 30th December 1994

11. Identity of easement or
restriction eleventhly referred
to in abovementioned plan.

Restriction as to User

Schedule of lots etc. affected

Lot burdened
Lot Q D.P. 417241

Authority Benefited
Warringah Council

12. Identity of easement or
restriction twelfthly referred
to in abovementioned plan.

Positive Covenant

Schedule of lots etc. affected


Lot burdened
4

Authority Benefited
Warringah Council


PART 2

1. Terms of Easement for services thirdly referred to in the
abovementioned plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all times to drain water, sullage, sewage and other waste material and fluid in any quantities across and through the land herein indicated as the servient tenement, including the laying


W.P. MacLeod
B.Peter

WARRINGAH COUNCIL


.....
Authorised Person



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

Sheet 5 of 9 Sheets

Lengths are in metres

Plan: D.P.846819

Subdivision of Lots 5,6,7
D.P. 25378 and Right of
Carriageway and Easements
over lot Q D.P. 417241
covered by Council General
Managers Certificate No. 9511

Dated 30th December 1994

of such pipes, valves, cocks, pumps, surfaceboxes, tanks, manholes, inspection vents or other equipment and material as may be necessary for the carrying, draining and reticulation of water, sullage, sewage and other waste material and fluid across and through the land herein indicated as the servient tenement and inspecting cleansing repairing maintaining removing renewing and enlarging the same and for such purposes entering on and perambulating over the servient tenement with any tools, implements or machinery necessary for the purposes aforesaid and for any of those purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

This easement shall not be released, varied or modified without the written consent of the Waterboard.



2. Terms of Easement for services fifthly and tenthly referred to in the abovementioned plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all times

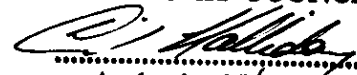
a) to pipe water and to drain water in any quantities on and under the land herein indicated as the servient tenement, and

b) to conduct gas electricity telephone and/or other domestic services through, above, on and under the land herein indicated as the servient tenement

including the laying of such pipes, drains, poles, cables, lines, valves, cocks, pumps, surfaceboxes, tanks, manholes, inspection vents or other equipment and material as may be necessary for the carrying, conducting, draining and reticulation of water, gas, electricity and telephone and/or other domestic services through, above, on and under (as the case


W.P. Macleod.


WARRINGAH COUNCIL


.....
Authorised Person



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

Sheet 6 of 9 Sheets

Lengths are in metres

Plan: D.P. 846819

Subdivision of Lots 5,6,7
D.P. 25378 and Right of
Carriageway and Easements
over lot Q D.P. 417241
covered by Council General
Managers Certificate No. 9511
Dated 30th December 1994

may be) the land herein indicated as the servient tenement and inspecting cleansing repairing maintaining removing renewing and enlarging the same and for such purposes entering on and perambulating over the servient tenement with any tools, implements or machinery necessary for the purposes aforesaid and for any of those purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

This easement shall not be released, varied or modified without the written consent of the Waterboard.

3. Terms of Right of Carriageway seventhly referred to in the
abovementioned plan.

Right of Carriageway is limited in height to Reduced Level 142.45 Australian Height Datum.

4. Terms of Easement to Drain Water eighthly referred to in the
abovementioned plan.

Easement to drain water limited in height to Reduced Level 142.45 Australian Height Datum.

5. Terms of Easement for services ninthly referred to in the
abovementioned plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all times

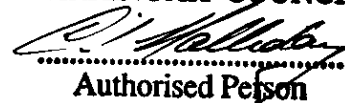
a) to pipe water and to drain water in any quantities on and under the land herein indicated as the servient tenement, and



W.P. Macleod



WARRINGAH COUNCIL



Authorised Person



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

Sheet 7 of 9 Sheets

Lengths are in metres

Plan: D.P.846819

Subdivision of Lots 5,6,7
D.P. 25378 and Right of
Carriageway and Easements
over lot Q D.P. 417241
covered by Council General
Managers Certificate No. 9511
Dated 30th December 1994

b) to conduct gas electricity telephone and/or other domestic services through, above, on and under the land herein indicated as the servient tenement

including the laying of such pipes, drains, poles, cables, lines, valves, cocks, pumps, surfaceboxes, tanks, manholes, inspection vents or other equipment and material as may be necessary for the carrying, conducting, draining and reticulation of water, gas, electricity and telephone and/or other domestic services through, above, on and under (as the case may be) the land herein indicated as the servient tenement and inspecting cleansing repairing maintaining removing renewing and enlarging the same and for such purposes entering on and perambulating over the servient tenement with any tools, implements or machinery necessary for the purposes aforesaid and for any of those purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

This easement is limited in height to Reduced Level 142.45 A.H. Datum and the easement shall not be released, varied or modified without the written consent of the Waterboard.

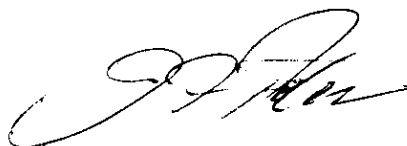
6. Terms of Restriction as to User eleventhly referred to in the abovementioned plan.

The lot affected shall not utilise its road frontage for vehicular traffic except for the section forming the end of the Right of Carriageway which affects part of this lot. This restriction as to user shall not be released, varied or modified without the written consent of the Warringah Council.



W.P. Macleod
Rebels

WARRINGAH COUNCIL


Authorised Person

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

Sheet 8 of 9 Sheets

Lengths are in metres

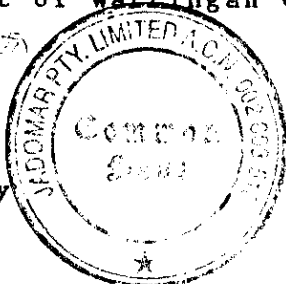
Plan: D.P.846819

Subdivision of Lots 5,6,7
D.P. 25378 and Right of
Carriageway and Easements
over lot Q D.P. 417241
covered by
Council General Managers
Certificate No. 9511 Dated
30th December 1994.

7. Terms of Positive Covenant twelfthly referred to in the abovementioned plan

Any future development on lot 4 in the abovementioned plan, shall include sufficient regrading of the site to direct surface stormwater runoff to the drainage pipeline passing through lot Q D.P.417241. This Positive Covenant shall not be released, varied or modified without the written consent of Warringah Council.

*The Commission of Trustees
has been notified by order of
the Court in the presence of*



W. Minter
(SIGNED)

SIGNED in my presence by

Wayne R Minter
(SIGNED)

.....
Registered Proprietors

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

WARRINGAH COUNCIL

D. McIlroy
.....
Authorised Person

Signed at Sydney the 6th day of
1995 For Commonwealth
Bank of Australia A.C.N. 123 123 124 by its
duly appointed Attorney under Power of
Attorney Book 4049 No. 321.

W. Minter
(WITNESS)
SOLICITOR
SYDNEY

N. Michalopoulos
Shane William Cutler
N. MICHALOPOULOS SHANE WILLIAM CUTLER
CNR PITT ST AND MARTIN PL SYDNEY

A. Macleod
.....
W.P. Macleod

W.P. Macleod

REGISTERED 8 2 1995

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

Lengths are in metres

Sheet 9 of 9 sheets

Plan: D.P. 846819

Subdivision of Lots 5,6,7 DP 25378
and Right of Carriageway and
Easements over Lot Q, DP 417241
covered by Council General Managers
Certificate No. 9511
Dated 30 December 1994.

NOTED AND APPROVED BY THE REGISTRAR
ON 25th January 1995 BY
FRANCIS SALVADOR
549 3834
Francis Salvador
WITNESSES:
George St. Sydney

George St. Sydney
Bank Officer

REGISTERED 8 2 1995



93
 421954
 R.P. 13. No. **G 124690**

New South Wales

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)



Fees — f s d
 Lodgment : :
 Endorsement : :
 Certificate : :
 : :
 : :
 : :
 : :

(Trusts must not be disclosed in the transfer.)

I, GRACE SORLIE of Sydney, Widow

(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 **THREE HUNDRED AND SEVENTY-FIVE POUNDS** (£ 375.0.0) (the receipt whereof is hereby acknowledged) paid to me by

BEVERLEY BRITAIN of "Rotherwood", Prince Charles Road, French's Forest, Spinster and **JOHN FREDERICK PETERS** of 20 View Street, Woollahra, Painter as joint transferees)

do hereby transfer to the said transferees as joint tenants

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

County.	Parish.	Reference to Title (d)			Description of Land (if part only). (e)
		Whole or Part.	Vol.	Fol.	
Cumberland.	Manly Cove	Part	5983	199	Being Lot 6 in Deposit Plan Number 25378.

And the transferee covenants with the transferor in the manner set forth in the annexure hereto.

ENCUMBRANCES, &c., REFERRED TO:

N I L. ✓

Signed at Sydney the 30th day of July 1954.
 Signed in my presence by the transferor
GRACE SORLIE
 WHO IS PERSONALLY KNOWN TO ME

Signed in my presence by the transferee **BEVERLEY BRITAIN** who is personally known to me:

Signed in my presence by the transferee **JOHN FREDERICK PETERS** WHO IS PERSONALLY KNOWN TO ME

Accepted and I hereby certify that this Transfer is correct for the purposes of the Real Property Act, 1900.

... (Transferee)

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

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent ink. The back must be written on.

a If a less estate or interest is required alteration.

b Full postal address of transferee must be shown.

c If to two or more, state whether as joint tenants or tenants in common.

d If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.I.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P." or

"being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol.

Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.C. Act, 1919, should accompany the transfer.

Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Acts, 1919-1943. Here also should be set forth any right-of-way or easement or exception.

Any provision in addition to the modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

A very short note will suffice.

h 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 should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

i 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."

NOT TO BE ALTERED BY ERASURE—SEE FOOT NOTE.

055132 B

* 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 back of form signed by the attorney before a witness.

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

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

G 124690

ANNEXURE TO MEMORANDUM OF TRANSFER
made the day of, 1954
BETWEEN GRACE SORLIE (Transferor)
and BEVERLEY BRITTAIN and JOHN
FREDERICK PETERS (Transferees).

The Transferees covenant with the Transferor as follows:

1. That no main building shall be erected on the lot of land hereby transferred of a less value or cost than fifteen hundred pounds (£1500.0.0)
2. That not more than one main building shall be erected on the lot of land hereby transferred.
3. That no main building so erected shall be used for any other purpose than that of a dwelling.
4. That no fence shall be erected on the land hereby transferred to divide it from the Transferor's adjoining land without the consent of the Transferor but such consent shall not be withheld if the fence shall be erected without expense to the Transferor and in favour of any person dealing with the Transferee such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.

The land to which the benefit of the restrictions Numbers 1 to 4 is appurtenant is the adjoining land of the Transferor.

The land which is subject to the burden of the restriction is the land hereby transferred.

The persons having the right to release vary or modify the restriction shall be the registered proprietors for the time being of the land to which the benefit of the said restriction is appurtenant.

SIGNED in my presence by the transferor GRACE SORLIE who is personally known to me

[Signature]

G. Sorlie
.....
Transferor.

SIGNED in my presence by the Transferee BEVERLEY BRITTAIN who is personally known to me:

H. C. L. Smith J.P.

B. Brittain
.....
Transferee.

SIGNED in my presence by the Transferee JOHN FREDERICK PETERS who is personally known to me:

H. C. L. Smith J.P.

J. F. Peters
.....
Transferee.

B

124690

LODGED BY MERVYN FINLAY & COMPANY,
 Solicitors, Newlands House,
 141 Elizabeth Street, Sydney.

No.

CONSENT OF MORTGAGEE,
 (N.B.—Before execution read marginal note.)

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

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

Dated at _____ this _____ day of _____ 19 _____
 Signed in my presence by _____

who is personally known to me.

Mortgagee.

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.^k

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

Signed at _____ the _____ day of _____ 19 _____
 Signed in the presence of— _____

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

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

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

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH.	
		To be filled in by person lodging dealing.	
<i>[Handwritten mark]</i>	Subject <i>[Handwritten: covenant]</i> <i>[Handwritten: MPPD]</i>	1	Received Docs.
		2	Nos.
Checked by <i>[Handwritten mark]</i>	Particulars entered in Register Book, Volume: <i>5983</i> Folio <i>199</i>	3	Receiving Clerk.
Passed (in S.D.B.) by <i>[Handwritten mark]</i>		4	
	the <i>15th</i> day of <i>October</i> 19 <i>54</i> at _____	5	
Signed by <i>[Handwritten mark]</i>	<i>[Handwritten: 2 o'clock in the] _____ noon.</i> <i>[Handwritten: J. H. Pells]</i> Registrar-General.	6	
	<i>[Seal]</i>	7	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Init'als.	Date.
Sent to Survey Branch		
Received from Records	<i>[Handwritten]</i>	<i>2/8</i>
Draft written ...	<i>[Handwritten]</i>	<i>11/8/54</i>
Draft examined	<i>[Handwritten]</i>	<i>21/9/54</i>
Diagram prepared	<i>[Handwritten]</i>	<i>20/9</i>
Diagram examined	<i>[Handwritten]</i>	<i>20/9</i>
Draft forwarded	<i>[Handwritten]</i>	<i>20/9</i>
Supt. of Engrossers	<i>[Handwritten]</i>	<i>20/9</i>
Cancellation Clerk	<i>[Handwritten]</i>	<i>20/9</i>
Vol. _____	Fol. <i>180</i>	

EXECUTION OUTSIDE NEW SOUTH WALES.

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:—Upon lodgment (a) £1-10-0, if accompanied by the relevant title or evidence of production thereof, (b) £1-15-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable—(a) 5/- for each additional Certificate included in the Transfer, (b) £2 for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/6 for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.
 If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

Northern Beaches Council Planning Certificate – Part 2

Applicant: Robertson Saxton Osborne Lawyers
Level 4 53 Walker Street
NORTH SYDNEY NSW 2060

Reference: 239208
Date: 26/06/2023
Certificate No. ePLC2023/03913

Address of Property: 17 Forest Way FRENCHS FOREST NSW 2086
Description of Property: Lot 2 DP 846819

Planning Certificate – Part 2

The following certificate is issued under the provisions of Section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149). The information applicable to the land is accurate as at the above date.

1. Relevant planning instruments and Development Control Plans

(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:

(a) Local Environmental Plan

Warringah Local Environmental Plan 2011

(b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Primary Production) 2021
Chapters 1,2

State Environmental Planning Policy (Resources and Energy) 2021
Chapters 1, 2

State Environmental Planning Policy (Resilience and Hazards) 2021
Chapters 1, 3, 4

State Environmental Planning Policy (Industry and Employment) 2021
Chapters 1, 3

State Environmental Planning Policy (Transport and Infrastructure) 2021
Chapters 1, 2, 3

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapters 1, 2, 3, 4, 6, 7

State Environmental Planning Policy (Planning Systems) 2021
Chapters 1, 2

State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021
Chapters 1, 2

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
SEPP 65 – Design Quality of Residential Apartment Development
SEPP (Building Sustainability Index: BASIX)

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapters 9, 10

(c) Development Control Plans

Warringah Development Control Plan 2011

(2) Draft Environmental Planning Instruments

The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

(a) Draft Local Environmental Plans

(b) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

(c) Draft Development Control Plans

2. Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(1) Zoning and land use under relevant Local Environmental Plans

(a), (b)

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones (however described) affecting the land to which the relevant Local Environmental Plan applies.

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.

- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that low density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Group homes; Health consulting rooms; Home businesses; Hospitals; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Tank-based aquaculture; Veterinary hospitals

4 Prohibited

Any development not specified in item 2 or 3

(c) Additional permitted uses

Additional permitted uses, if any, for which development is permissible with development consent pursuant to Clause 2.5 and Schedule 1 of the relevant Local Environmental Plan:

Nil

(d) Minimum land dimensions

The *Warringah Local Environmental Plan 2011* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

(e) Outstanding biodiversity value

The land is not in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#)

(f) Conservation areas

The land is not in a heritage conservation area.

(g) Item of environmental heritage

The land does not contain an item of environmental heritage.

(2) Zoning and land use under draft Local Environmental Plans

For any proposed changes to zoning and land use, see Part 1.2 (a)

Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

3. Contribution plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Northern Beaches Section 7.12 Contributions Plan 2022 - in force 1 June 2022.

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

Nil

4. Complying Development

If the land is land on which complying development may or may not be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

Part 3 Housing Code

Complying Development under the Housing Code may be carried out on all of the land.

Part 3A Rural Housing Code

Complying Development under the Rural Housing Code may be carried out on all of the land.

Part 3B Low Rise Housing Diversity Code

Complying Development under the Low Rise Housing Diversity Code may be carried out on all of the land.

Part 3C Greenfield Housing Code

Complying Development under the Greenfield Housing Code may not be carried out on all of the land.

Part 3D Inland Code

Complying Development under the Inland Code does not apply to the land.

Note: Pursuant to clause 3D.1 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the Inland Code only applies to 'inland local government areas'. Northern Beaches local government area is not defined as an 'inland local government area' by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Part 4 Housing Alterations Code

Complying Development under the Housing Alterations Code may be carried out on all of the land.

Part 4A General Development Code

Complying Development under the General Development Code may be carried out on all of the land.

Part 5 Industrial and Business Alterations Code

Complying Development under the Industrial and Business Alterations Code may be carried out on all of the land.

Part 5A Industrial and Business Buildings Code

Complying Development under the Industrial and Business Buildings Code may be carried out on all of the land.

Part 5B Container Recycling Facilities Code

Complying Development under the Container Recycling Facilities Code may be carried out on all of the land.

Part 6 Subdivisions Code

Complying Development under the Subdivisions Code may be carried out on all of the land.

Part 7 Demolition Code

Complying Development under the Demolition Code may be carried out on all of the land.

Part 8 Fire Safety Code

Complying Development under the Fire Safety Code may be carried out on all of the land.

(4) Complying Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No complying codes are varied under this clause in relation to the land.

5. Exempt Development

If the land is land on which exempt development may or may not be carried out under each of the exempt development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

Part 2 Exempt Development Codes

Exempt Development under the Exempt Development Codes may be carried out on all of the land.

(4) Exempt Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No exempt development codes are varied under this clause in relation to the land.

6. Affected building notices and building product rectification orders

(a) There is not an affected building notice of which the council is aware that is in force in respect of the land.

(b) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

(c) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this section—

affected building notice has the same meaning the *Building Products (Safety) Act 2017, Part 4*.
building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

7. Land reserved for acquisition

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

8. Road widening and road realignment

(a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.

(b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.

(c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

9. Flood related development controls

(1) The land is not within the flood planning area and subject to flood related development controls.

(2) The land or part of the land is not between the flood planning area and the probable maximum flood and subject to flood related development controls.

In this section—

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 restriction

(a) Council has adopted policies that restrict the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding (for flooding – see 9). The identified hazard or risk, if any, are listed below:

Nil

(b) The following information applies to any policy as adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in a planning certificate issued by the Council. The identified hazard or risk and the respective Policy which affect the property, if any, are listed below:

Nil

11. Bush fire prone land

The land is not bush fire prone land.

12. Loose-fill asbestos insulation

The residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

This clause applies to residential premises (within the meaning of Division 1A of part 8 of the Home Building Act 1989) that are listed in the register that is required to be maintained under that Division.

Contact NSW Fair Trading for more information.

13. Mine Subsidence

The land is not declared to be a mine Subsidence (Mine Subsidence) district within the meaning of section 15 of the *Mine Subsidence (Mine Subsidence) Compensation Act, 1961*.

14. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning & Assessment Act 1997 No 203*.

15. Property vegetation plans

The Council has not been notified that the land is land to which a vegetation plan under the *Native Vegetation Act 2003* applies.

16. Biodiversity Stewardship Sites

The Council has not been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (includes land to which a biobanking agreement under Part 7A of the repealed *Threatened Species Conservation Act 1995* relates).

17. Biodiversity certified land

The land is not biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016* (includes land certified under Part 7AA of the repealed *Threatened Species Conservation Act 1995*).

18. Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of the existence of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

The owner of the land (or any previous owner) has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note—

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. Western Sydney Aerotropolis

Under State Environmental Planning Policy (Precincts – Western Parkland City) 2021, Chapter 4 the land is –

- (a) not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) not shown on the [Lighting Intensity and Wind Shear Map](#), or
- (c) not shown on the [Obstacle Limitation Surface Map](#), or
- (d) not in the “public safety area” on the [Public Safety Area Map](#), or
- (e) not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

21. Development consent conditions for seniors housing

No condition of development consent granted after 11 October 2007 in relation to the land applies to the property that are of the kind set out in that Policy, section 88(2) of [State Environmental Planning Policy \(Housing\) 2021](#).

22. Site compatibility certificate and conditions for affordable rental housing

(1) There is not a current site compatibility certificate of which the council is aware, in respect of proposed development on the land.

(2) No condition of development consent in relation to the land applies to the property that are of the kind set out in section 21(1) or 40(1) of [State Environmental Planning Policy \(Housing\) 2021](#).

(3) No condition of development consent in relation to the land applies to the property that are of the kind set out in clause 17(1) or 38(1) of [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

Additional matters under the Contaminated Land Management Act 1997

Note. 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) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act
- (b) the land to which the certificate relates is not subject to a management order within the meaning of that Act
- (c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act
- (d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act
- (e) the land to which the certificate relates is not the subject of a site audit statement

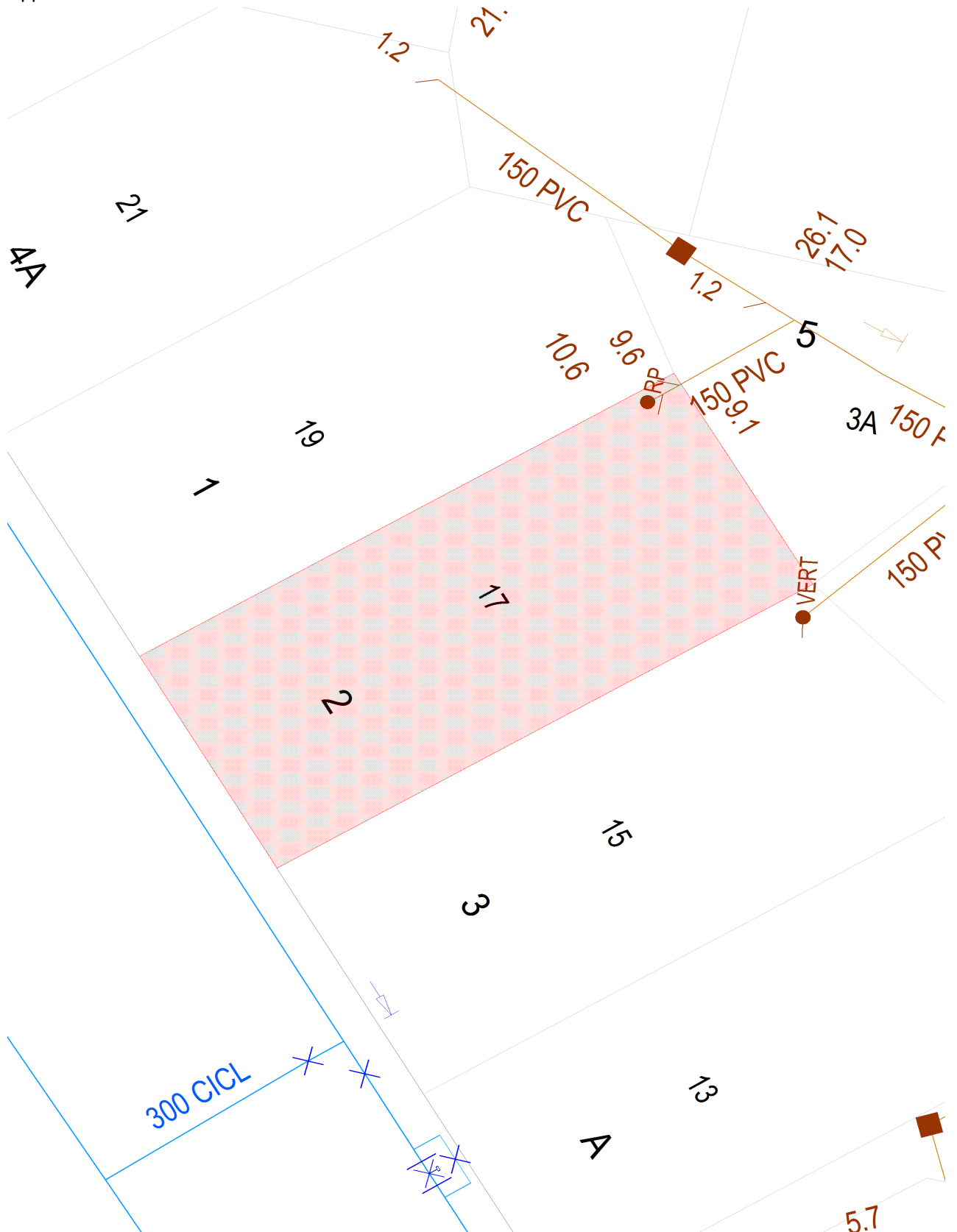
If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.



Louise Kerr
Interim Chief Executive Officer

26/06/2023

Service Location Print
Application Number: 1677214



Document generated at 26-06-2023 05:25:39 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 (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (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 (with size type text)	
Pump Unit (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	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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Pipe Types

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

Further Information

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

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

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

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NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	1a532afd
Property Address:	17 FOREST WAY FRENCHS FOREST
Date of Registration:	18 September 2013
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	in ground

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

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

Please remember:

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

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

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Non-compliance

Clause 21 – Swimming Pools Regulation 2018

Pool no: 1a532afd
Property address: 17 FOREST WAY FRENCHS FOREST
Date of inspection: 20 June 2023
Expiry date: 20 June 2024
Issuing authority: Matthew Wheeler - Registered Certifier - bdc04845

Did not comply with AS1926.1 (2012).

The swimming pool at the above property DOES NOT COMPLY with Part 2 of the *Swimming Pools Act 1992*. Please refer to the registered certifier's notice, issued under section 22E of the *Swimming Pools Act 1992*, for detailed reasons of non-compliance and rectification works required to render the swimming pool compliant with the applicable standard.

The swimming pool poses a significant risk to public safety

The swimming pool does not pose a significant risk to public safety

Non-compliance area/s:

Boundary fence	<input type="checkbox"/>	Doors	<input type="checkbox"/>
Fence height	<input checked="" type="checkbox"/>	Fence panels/gaps	<input checked="" type="checkbox"/>
Gate closure	<input checked="" type="checkbox"/>	Gate latch	<input checked="" type="checkbox"/>
Non-ancillary structure	<input checked="" type="checkbox"/>	Non-climbable zones	<input checked="" type="checkbox"/>
Signage	<input checked="" type="checkbox"/>	Window	<input checked="" type="checkbox"/>
Other (see text box below)	<input type="checkbox"/>		

This certificate expires on issuing of a certificate of compliance or 12 months after the date of issue, whichever occurs first.

Purchasers of a property with a non-compliant swimming pool barrier have 90 days from the date of settlement to fix any areas of non-compliance.