©2019 The Law Society of New South Wales ACN 000 000 699 and The Real Estate Institute of New South Wales ACN 000 012 457.
You can prepare your own version of pages 1 - 3 of this contract. Except as permitted under the Copyright Act 1968 (Cth) or consented to by the copyright owners (including by way of guidelines issued from time to time), no other part of this contract may be reproduced without the specific written permission of The Law Society of New South Wales and The Real Estate Institute of New South Wales.

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 74252663	NSW DAN:	
vendor's agent	Lorimer Estate Agents		Phone:	0400 844 411
	Suite 12, level 2, 14-16 Suakin Street, Pymble NSW 2073		Fax:	
co-agent			Ref:	Matthew Lorimer
vendor	Ashley Charles Pini and Tanya Pini of 31 Wallalong Crescent, West Pymble NSW 2703			
vendor's solicitor	P J CHAPMAN		Phone:	0402 463 974
	7 Killara Avenue Killara NSW 2071		Fax:	
			Ref:	Pini
date for completion	42 days after the contract date	(clause 15)	Email:	hpchapman@bigpond.com
land (Address, plan details and title reference)	31 WALLALONG CRES WEST PYMBLE 2073 Folio 26/26062 26/26062			
	☑ VACANT POSSESSION ☐ Subject to existing tenancies			
improvements	☑ HOUSE ☑ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space			
	☐ none ☑ other: garden shed			
attached copies	☐ documents in the List of Documents as marked or as numbered:			
	☐ other documents:			

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

inclusions	☑ blinds	☑ dishwasher	☑ light fittings	☑ stove
	☑ built-in wardrobes	☐ fixed floor coverings	☑ range hood	☑ pool equipment
	☐ clothes line	☑ insect screens	☐ solar panels	☐ TV antenna
	☐ curtains	☐ other:		

exclusions

purchaser

purchaser's solicitor — Phone: / Fax: / Ref: / Email:

price $

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

balance $

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

buyer's agent

vendor **witness**

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Choices

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

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

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

List of Documents

General

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

Home Building Act 1989

- [ ] 24 insurance certificate
- [ ] 25 brochure or warning
- [ ] 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- [ ] 27 certificate of compliance
- [ ] 28 evidence of registration
- [ ] 29 relevant occupation certificate
- [ ] 30 certificate of non-compliance
- [ ] 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- [ ] 32 property certificate for strata common property
- [ ] 33 plan creating strata common property
- [ ] 34 strata by-laws
- [ ] 35 strata development contract or statement
- [ ] 36 strata management statement
- [ ] 37 strata renewal proposal
- [ ] 38 strata renewal plan
- [ ] 39 leasehold strata - lease of lot and common property
- [ ] 40 property certificate for neighbourhood property
- [ ] 41 plan creating neighbourhood property
- [ ] 42 neighbourhood development contract
- [ ] 43 neighbourhood management statement
- [ ] 44 property certificate for precinct property
- [ ] 45 plan creating precinct property
- [ ] 46 precinct development contract
- [ ] 47 precinct management statement
- [ ] 48 property certificate for community property
- [ ] 49 plan creating community property
- [ ] 50 community development contract
- [ ] 51 community management statement
- [ ] 52 document disclosing a change of by-laws
- [ ] 53 document disclosing a change in a development or management contract or statement
- [ ] 54 document disclosing a change in boundaries
- [ ] 55 information certificate under Strata Schemes Management Act 2015
- [ ] 56 information certificate under Community Land Management Act 1989
- [ ] 57 disclosure statement - off the plan contract
- [ ] 58 other document relevant to off the plan contract

Other

- [ ] 59

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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

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

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

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

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

31 WALLALONG CRES WEST PYMBLE 2073

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

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

3. **There is NO COOLING OFF PERIOD:**

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

4. **A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.**

DISPUTES

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

AUCTIONS

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

31 WALLALONG CRES WEST PYMBLE 2073

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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, Industry and Environment
Department of Primary Industries
Electricity and gas
Land & 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

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

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

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

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

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

6. **The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**

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

8. **The purchaser should arrange insurance as appropriate.**

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

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

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

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

61 WALLALONG CRES WEST PYMBLE 2073

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by giving cash (up to $2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

31 WALLACE CRES, PYMBLE 2073

2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

21 WALLALONG CRES WEST PYMBLE 2073

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

31 WALLALONG CRES WEST PYMBLE 2073

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 –

31 WALLALONG CRES WEST PYMBLE 2073

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
14.2 The *parties* must make any necessary adjustment on completion.
14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
14.6.1 the amount is to be treated as if it were paid; and
14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

● Vendor

16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
16.4 The legal title to the *property* does not pass before completion.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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

● Purchaser

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –

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

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

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

● Place for completion

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

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

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

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

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

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

18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SWALLALONG CRESCENT PYMBLE 2073

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

● Definitions and modifications

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

23.2.1 'change', in relation to a scheme, means –

- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;

23.2.3 'contribution' includes an amount payable under a by-law;

23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;

23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

23 WALLABY CRES WEST PYMBLE 2073

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

● Adjustments and liability for expenses

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –

23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and

23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;

23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or

23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –

23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

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

● Notices, certificates and inspections

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

21 KINGALONG CRES WEST PYMBLE 2073

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- a proper notice of the transfer (an attornment notice) addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

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

25 Qualified title, limited title and old system title

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

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

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

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

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

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

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

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

25.5 An abstract of title –

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

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

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

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

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

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

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

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

31 WALLALONG CRES WEST PYMBLE 2073

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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

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

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

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

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

26 Crown purchase money

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

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

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

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

27 Consent to transfer

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

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

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

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

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

27.6 If consent is not given or refused –

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

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

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

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

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

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

28 Unregistered plan

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

28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and

BY WILLOUGHBY CRESWELL PYMBLE 2073

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

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

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
30.1.1 this contract says that it is an *electronic transaction*;
30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction.*

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
30.2.2 if, at any time after the *effective date,* but at least 14 days before the date for completion, a *party serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction.*

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.3.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and
30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.

30.5 *Normally,* the vendor must *within* 7 days of the *effective date* –
30.5.1 create an *Electronic Workspace*;
30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
30.6.1 *populate* the *Electronic Workspace* with *title data*;
30.6.2 create and *populate* an *electronic transfer*;
30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

30.7 *Normally, within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
30.7.1 join the *Electronic Workspace*;
30.7.2 create and *populate* an *electronic transfer*;
30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –

30.8.1 join the *Electronic Workspace*;

30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and

30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –

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

30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and

30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.

30.10 Before completion, the *parties* must ensure that –

30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;

30.10.2 all certifications required by the *ECNL* are properly given; and

30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –

30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;

30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and

30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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

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

30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.

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

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

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

the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;

31 WALLALONG CRES WEST PYMBLE 2073

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ECNL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance.*

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation,* the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

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

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

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –

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

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

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

31 WALLALONG CRESCENT KMBLE 2079

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SECTION 66W CERTIFICATE

I,
of , , certify as follows:

1. I am a currently admitted to practise in New South Wales;

2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 31 WALLALONG CRES WEST PYMBLE 2073 from Ashley Charles Pini and Tanya Pini of 31 Wallalong Crescent, West Pymble NSW 2703 to in order that there is no cooling off period in relation to that contract;

3. I do not act for Ashley Charles Pini and Tanya Pini of 31 Wallalong Crescent, West Pymble NSW 2703 and am not employed in the legal practice of a solicitor acting for Ashley Charles Pini and Tanya Pini of 31 Wallalong Crescent, West Pymble NSW 2703 nor am I a member or employee of a firm of which a solicitor acting for Ashley Charles Pini and Tanya Pini of 31 Wallalong Crescent, West Pymble NSW 2703 is a member or employee; and

4. I have explained to :

   (a) The effect of the contract for the purchase of that property;
   (b) The nature of this certificate; and
   (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date:

Conditions of sale by auction

If the property is or is intended to be sold by auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the Property, Stock and Business Agents Regulation 2003 and Section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land:

a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.

b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.

c) The highest bidder is the purchaser, subject to any reserve price.

d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.

f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

g) A bid cannot be made or accepted after the fall of the hammer.

h) As soon as practicable after the- fall of the hammer the purchaser is to sign the agreement (if any) for sale.

2. The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

a) All bidders must be registered in the Bidders Record and display an, identifying number when making a bid.

b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.

c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

THESE ARE THE FURTHER CLAUSES ANNEXED TO THE CONTRACT FOR SALE OF LAND

1. Printed clauses of this Contract and the schedules in the Contract are amended as follows:

1.1 Clause 2.9: after the words ‘deposit’ in the first line add the words ‘or any other moneys’;

1.2 Clause 2.9: add to the end of the clause the words “Provided that the deposit holder shall only be required to invest the deposit if the parties supply to the deposit holder their tax file numbers.’

1.3 Clause 7.1.1: replace 5% with 1%;

1.4 Clause 10.1: add in the first line the words ‘or delay completion’ after the word ‘terminate’;

1.5 Clause 10.1.8: delete the words ‘substance’ and ‘disclosed’ and insert in lieu respectively ‘existence’ and ‘noted’;

1.6 Clause 10.1.9: delete the words ‘substance’ and ‘disclosed’ and insert in lieu respectively ‘existence’ and ‘noted’;

1.7 Clause 10.2: add the words ‘requisition, claim’ after the word ‘rescind’;

1.8 Clause 16.5: delete the words “plus another 20% of that fee”;

1.9 Clause 16.7: delete the words and numbers “cash (up to $2,000) or”;

1.10 Clause 16.8: delete.

1.11 Clause 22.2: Add the following words to the end of the clause ‘In the event of there being a breach of this warranty whether deliberately or unintentionally the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss damage penalty fine or legal costs which may be incurred by the Vendor as a consequence thereof if the Vendor does not terminate the Contract.

22.3 This warranty and indemnity shall not merge on completion.’

2. Notwithstanding the provisions of clause 7 the parties expressly agree that any claim for compensation is deemed to be a requisition for the purposes of clause 8.

3. Further to the provisions of clause 10 of this Contract, in the event that any service for the Property passes through any other Property, nothing in this Contract is to be construed as requiring the Vendor to establish that any easement or right exists in relation to that service.

4. The Property is sold in its present condition and state of repair and subject to all faults and defects whether latent or patent and the Purchaser acknowledges that it purchases the Property relying on the Purchaser’s own inspection, knowledge and enquiries. It is expressly agreed that the Purchaser does not rely upon any warranties or representations made to the Purchaser by or on behalf of the Vendor. The Purchaser must not call upon the Vendor to carry out any repairs, mechanical breakdowns or renovations whatsoever or treatment for pest infestation, if any, in relation to the Property and the Purchaser must not make any objection, requisition or claim for compensation on account of the following:

4.1 any latent or patent defects in the Property;

4.2 any encroachments by or upon the Property.

5. Without in any manner negating, limiting or restricting any rights or remedies which would have been available at law or in equity had this clause not been included in this Contract, should either party (or any one or more of them) prior to completion:

5.1 being a person, die or become mentally ill or commit an act of bankruptcy upon which a bankruptcy petition can be commenced then either party may rescind this Contract by notice in writing forwarded to the other party's Solicitor and thereupon this Contract is at an end and the provisions of clause 19 apply;

5.2 being a company, resolve to go into liquidation or have a petition for its winding up presented or enter into any scheme of arrangement with its creditors under the Corporations Law or should any liquidator, receiver or official manager be appointed in respect of that company then the company is deemed to be in default under this Contract.

6.1 Pursuant to clause 15 any party is entitled to give to the other a notice to complete making time of the essence for completion of this Contract. The parties acknowledge that, notwithstanding any rule of law or equity to the contrary, a period of 14 days is a valid, sufficient and reasonable period for the party to complete this Contract pursuant to any notice served upon it by the other party. The party serving the notice is at liberty to withdraw the notice at any time without prejudice to that party's continuing right to serve any further notice. If the Vendor issues a Notice to Complete in accordance with its rights under this contract, the Purchaser must pay to the Vendor on completion an additional sum of $200.00.

6.2 If completion does not take place the Completion Date, without default by the Vendor, then the Purchaser must pay to the Vendor interest at the rate of 10% per annum on the balance of the Price calculated from the time so specified for completion until the date completion actually takes place (both dates included) (but without prejudice to all and any other rights of the Vendor pursuant to this Contract). The Purchaser acknowledges that interest at the rate of 10% on the money owing under this Contract represents a genuine pre-estimate of the liquidated damages likely to be suffered by the Vendor as a result of completion not taking place on or before the Completion Date. The Purchaser acknowledges that payment of interest under this clause is an essential condition of this Contract.

7. The Purchaser covenants that the Purchaser was not introduced to the Property or the Vendor by any other agent or other person entitled to claim remuneration or commission from the Vendor other than as disclosed in this Contract as a result of this sale. The Purchaser indemnifies and will keep the Vendor indemnified in respect of any claim for commission or other remuneration arising from any introduction of the Purchaser in respect of all costs, fees and other expenses incidental to any claim for commission or remuneration, and the provisions of this clause must not merge in or be extinguished by completion.

8.1 The Purchaser acknowledges that before this Contract was signed by or on behalf of the Purchaser, documents or copies of documents of the kind referred to in this Contract were attached to this Contract at the request of the Vendor or the solicitor for the Vendor by or on behalf of the Purchaser or the solicitor of the Purchaser, the person so attaching those documents or copies of the documents did so as the agent of the Vendor.

8.2 Without in any manner excluding, modifying or restriction the rights of the Purchaser under section 52A(2)(b) of the Conveyancing Act 1919 and the Conveying (Sale of Land) Regulations 2000, the Vendor makes no warranty as to the Completeness or accuracy of any documents or copies of documents annexed to this Contract.

9. It is an essential term of this contract that should the Purchaser not submit the transfer to the Vendor's solicitor 7 days prior to the due date for completion, the Purchaser shall allow as an adjustment on settlement the sum of $150.00 (including GST) being the Vendor's solicitor's expedition fees for arranging urgent execution of the Transfer.

10. Each party agrees that, if on completion any apportionment of outgoings required to be made under this Agreement is overlooked or incorrectly calculated, that party will upon being so requested by the other party, make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.

11. The Purchaser agrees to allow the release of the Deposit or part of it to the Vendor upon request. The money released may only be used for the payment of stamp duty or as a deposit for the purchase of property under a Contract for Sale of Land by the Vendor and must be retained in a solicitors or real estate agents trust account.

12.1 It is a condition of this contract that the purchaser if a company, must deliver to the vendor a guarantee in the form of the Director's guarantee a copy of which is annexed duly by at least 2 of the Directors or principal shareholders of the purchase on the date hereof.

12.2 The guarantors acknowledge prior to execution hereunder that they have read and understood as evidenced by their signatures hereto the terms and conditions of the Contract for sale in its entirety.

13.1 Notwithstanding anything otherwise herein contained, the parties agree that the Deposit is ten percent (10%) of the purchase price and shall be paid as follows:

(a) as to $ to the depositholder as at the date hereof; and

(b) as to the balance of the ten percent (10%) deposit to the Vendor on the earlier of completion or the termination of this contract by the Vendor pursuant to clause 9 hereof.

13.2 If the Vendor terminates this Contract in accordance with printed Clause 9, then the balance of the ten percent (10%) deposit shall be forthwith due and payable by the Purchaser to the Vendor, and the Vendor may recover from the Purchaser as a liquidated debt the deposit or any part of it which has not been paid by the Purchaser. In addition the Vendor may exercise such other rights under this Contract as may be available to him either at law or in equity.

13.3 Notwithstanding anything otherwise herein contained, if the Purchaser does not pay the full ten percent (10%) deposit as at the date hereof then all interest earned on the deposit whilst invested in accordance with printed Clause 2.9 will be payable to the Vendor in any circumstance where the Vendor becomes entitled to the deposit, whether upon Completion or otherwise.

14. Each party authorises their solicitor up until the date of this Contract to make alterations to this Contract including the addition of annexures after execution up until the date of this Contract and any such alterations shall be binding upon the party deemed to have authorised the same and any annexure added forms part of the Contract as if it were annexed prior to the Contract being executed.

15. If any special levies are levied before or after the date of this contract and are payable in instalments then despite any other clause of this contract the vendor is only liable to pay any instalments due and payable prior to completion and the purchase is liable for all instalments due and payable following completion. The parties must adjust any instalment of the levy paid by the vendor that is in respect of a period spanning the completion date as though the instalment is a regular periodic contribution.

16.1 The Purchaser warrants that the provisions of the Foreign Takeovers Act 1975 (Cth) requiring the obtaining of consent to this transaction do not apply to the Purchaser and to this purchase.

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

16.3 This warranty and indemnity shall not merge on completion.

DIRECTORS GUARANTEE

VENDOR:

PURCHASER:

PROPERTY:

We:

(hereafter referred to as the Guarantors) being Directors of
Pty Limited ACN a Company incorporated in the State of New South Wales (the Purchasing Company) in consideration of (the Vendor) at our request agreeing to sell the property described in this Contract to the Purchasing Company DO HEREBY GUARANTEE to the Vendor the due and punctual performance by the Purchasing Company of ALL THE TERMS AND CONDITIONS of the within Contract and do FURTHER covenant and agree that WE WILL INDEMNIFY and keep indemnified the Vendor against any loss and damage howsoever arising which the Vendor may suffer in consequence of any failure if the Purchasing Company to perform its obligation under the within Contract for Sale in its entirety.

SIGNED by

in the presence of :

…….. ……

SIGNED by

in the presence of

…….. ……

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 26/26062

SEARCH DATE	TIME	EDITION NO	DATE
31/10/2020	4:32 PM	6	18/1/2018

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

LAND

LOT 26 IN DEPOSITED PLAN 26062
LOCAL GOVERNMENT AREA KU-RING-GAI
PARISH OF GORDON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP26062

FIRST SCHEDULE

ASHLEY CHARLES PINI
TANYA PINI
AS JOINT TENANTS (T AH504516)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 G807669 COVENANT
3 AN51045 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

Copyright © Office of the Registrar-General 2020

Received: 31/10/2020 16:32:13

Req:R671856 /Doc:DP 0026062 P /Rev:20-Jul-1992 /Sts:OK.OK /Prt:24-Oct-2012 14:36 /Pgs:ALL /Seq:1 of 3
Ref:13174 /Src:M

(2)

Plan Form No. 1 (for Deposited Plan)

Municipality of Ku-ring-gai
Shire of

C 282433 26-4-55

PLAN

of Subdivision of Part of the Land Comprised in C. of T. Vol. 4839 Fol. 93

being lots 92 & 117 to 120 inclusive and part of lot B in D.P. 17300

PARISH OF GORDON COUNTY OF CUMBERLAND

Scale: 100 Feet to an inch

DEP PLAN - 26062

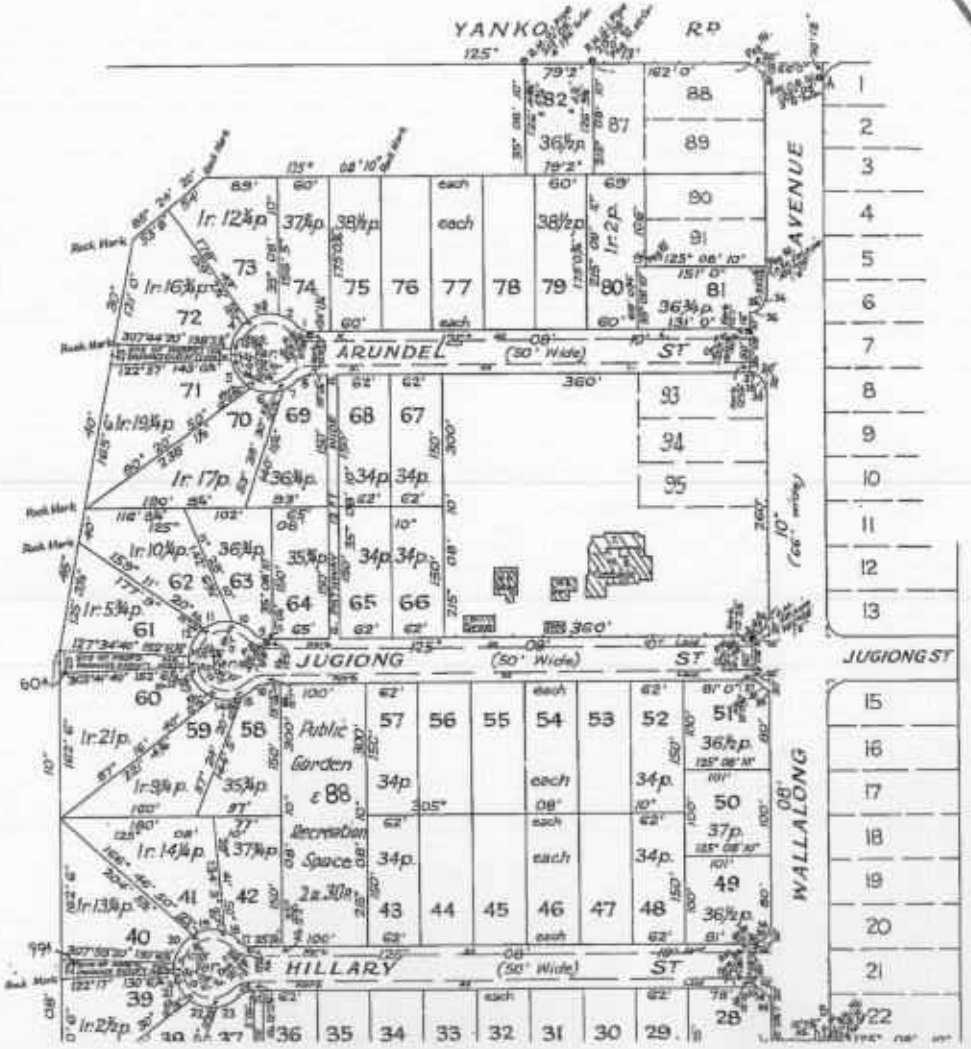
June 55

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

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 4 July, 1969

1



Req:R671856 /Doc:DP 0026062 P /Rev:30-Jul-1992 /Sts:OK.OK /Prt:24-Oct-2012 14:36 /Pgs:ALL /Seq:2 of 3
Ref:19174 /Src:M

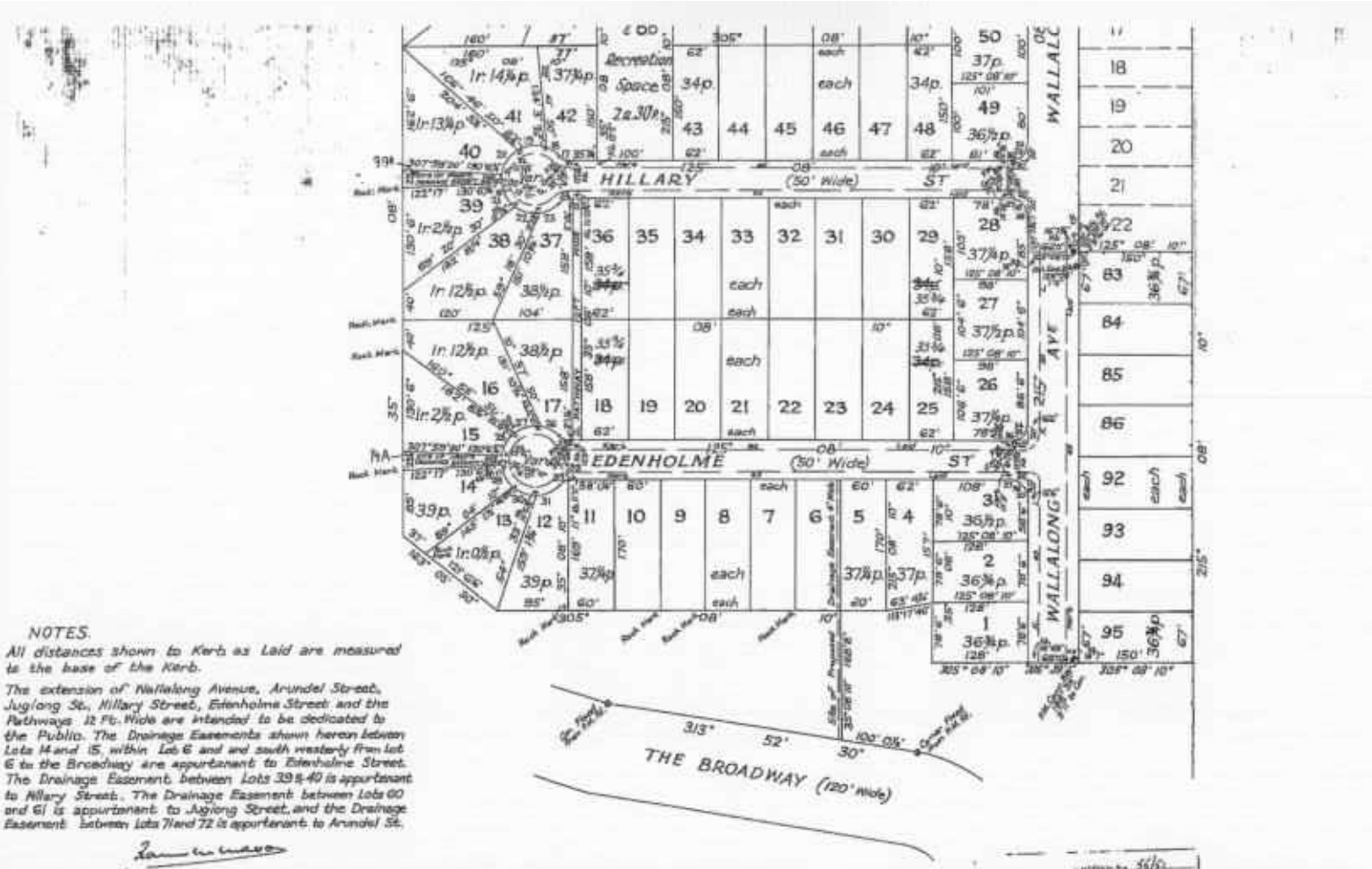
AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

4 July, 1989

2



NOTES.

All distances shown to Kerb as Laid are measured to the base of the Kerb.

The extension of Wallalong Avenue, Arundel Street, Jugiong St., Hillary Street, Edenholme Street and the Pathways 12 Ft. Wide are intended to be dedicated to the Public. The Drainage Easements shown hereon between Lots 14 and 15, within Lot 6 and and south westerly from lot 6 to the Broadway are appurtenant to Edenholme Street. The Drainage Easement between Lots 39 & 40 is appurtenant to Hillary Street. The Drainage Easement between Lots 60 and 61 is appurtenant to Jugiong Street, and the Drainage Easement between Lots 71 and 72 is appurtenant to Arundel St.

REFERENCE TO SPLAYED CORNERS

Line	Lot	M'ment	Bearing	Distance
1st	61	49, 36.0	230° 08' 10"	10' 4.6"
2nd	61	49, 36.0	140° 08' 10"	10' 4.6"
3rd	60	49, 36.0	320° 08' 10"	10' 4.6"
4th	60	49, 36.0	50° 08' 10"	10' 4.6"

REFERENCE TO CURVED BOUNDARIES

Line	Lot	M'ment	Radius	Arc	Chord	
					Bearing	Distance
1	74		40' 0"	16' 10"	329° 13' 40"	16' 6"
2	73		40' 0"	25' 2"	353° 18' 30"	24' 10"
3	72		40' 0"	27' 10"	320° 02' 30"	26' 9"
4	71		40' 0"	27' 10"	280° 02' 30"	26' 9"
5	70		40' 0"	16' 10"	236° 13' 40"	16' 6"
6	69		40' 0"	16' 10"	213° 13' 40"	16' 6"
7	68		40' 0"	25' 2"	197° 18' 30"	24' 10"
8	67		40' 0"	27' 10"	160° 02' 30"	26' 9"
9	66		40' 0"	27' 10"	120° 02' 30"	26' 9"
10	65		40' 0"	16' 10"	76° 13' 40"	16' 6"
11	64		40' 0"	16' 10"	53° 13' 40"	16' 6"
12	63		40' 0"	25' 2"	37° 18' 30"	24' 10"
13	62		40' 0"	27' 10"	340° 02' 30"	26' 9"
14	61		40' 0"	27' 10"	300° 02' 30"	26' 9"
15	60		40' 0"	16' 10"	256° 13' 40"	16' 6"
16	59		40' 0"	16' 10"	233° 13' 40"	16' 6"
17	58		40' 0"	25' 2"	217° 18' 30"	24' 10"
18	57		40' 0"	27' 10"	180° 02' 30"	26' 9"
19	56		40' 0"	27' 10"	140° 02' 30"	26' 9"
20	55		40' 0"	16' 10"	96° 13' 40"	16' 6"
21	54		40' 0"	16' 10"	73° 13' 40"	16' 6"
22	53		40' 0"	25' 2"	57° 18' 30"	24' 10"
23	52		40' 0"	27' 10"	20° 02' 30"	26' 9"
24	51		40' 0"	27' 10"	340° 02' 30"	26' 9"
25	50		40' 0"	16' 10"	296° 13' 40"	16' 6"
26	49		40' 0"	16' 10"	273° 13' 40"	16' 6"
27	48		40' 0"	25' 2"	257° 18' 30"	24' 10"
28	47		40' 0"	27' 10"	220° 02' 30"	26' 9"
29	46		40' 0"	27' 10"	180° 02' 30"	26' 9"
30	45		40' 0"	16' 10"	136° 13' 40"	16' 6"
31	44		40' 0"	16' 10"	113° 13' 40"	16' 6"
32	43		40' 0"	25' 2"	97° 18' 30"	24' 10"
33	42		40' 0"	27' 10"	60° 02' 30"	26' 9"
34	41		40' 0"	27' 10"	20° 02' 30"	26' 9"
35	40		40' 0"	16' 10"	336° 13' 40"	16' 6"
36	39		40' 0"	16' 10"	313° 13' 40"	16' 6"
37	38		40' 0"	25' 2"	297° 18' 30"	24' 10"
38	37		40' 0"	27' 10"	260° 02' 30"	26' 9"
39	36		40' 0"	27' 10"	220° 02' 30"	26' 9"
40	35		40' 0"	16' 10"	176° 13' 40"	16' 6"
41	34		40' 0"	16' 10"	153° 13' 40"	16' 6"
42	33		40' 0"	25' 2"	137° 18' 30"	24' 10"
43	32		40' 0"	27' 10"	100° 02' 30"	26' 9"
44	31		40' 0"	27' 10"	60° 02' 30"	26' 9"
45	30		40' 0"	16' 10"	16° 13' 40"	16' 6"
46	29		40' 0"	16' 10"	353° 13' 40"	16' 6"
47	28		40' 0"	25' 2"	337° 18' 30"	24' 10"
48	27		40' 0"	27' 10"	300° 02' 30"	26' 9"
49	26		40' 0"	27' 10"	260° 02' 30"	26' 9"
50	25		40' 0"	16' 10"	216° 13' 40"	16' 6"
51	24		40' 0"	16' 10"	193° 13' 40"	16' 6"
52	23		40' 0"	25' 2"	177° 18' 30"	24' 10"
53	22		40' 0"	27' 10"	140° 02' 30"	26' 9"
54	21		40' 0"	27' 10"	100° 02' 30"	26' 9"
55	20		40' 0"	16' 10"	56° 13' 40"	16' 6"
56	19		40' 0"	16' 10"	33° 13' 40"	16' 6"
57	18		40' 0"	25' 2"	17° 18' 30"	24' 10"
58	17		40' 0"	27' 10"	340° 02' 30"	26' 9"
59	16		40' 0"	27' 10"	300° 02' 30"	26' 9"
60	15		40' 0"	16' 10"	256° 13' 40"	16' 6"
61	14		40' 0"	16' 10"	233° 13' 40"	16' 6"
62	13		40' 0"	25' 2"	217° 18' 30"	24' 10"
63	12		40' 0"	27' 10"	180° 02' 30"	26' 9"
64	11		40' 0"	27' 10"	140° 02' 30"	26' 9"
65	10		40' 0"	16' 10"	96° 13' 40"	16' 6"
66	9		40' 0"	16' 10"	73° 13' 40"	16' 6"
67	8		40' 0"	25' 2"	57° 18' 30"	24' 10"
68	7		40' 0"	27' 10"	20° 02' 30"	26' 9"
69	6		40' 0"	27' 10"	340° 02' 30"	26' 9"
70	5		40' 0"	16' 10"	296° 13' 40"	16' 6"
71	4		40' 0"	16' 10"	273° 13' 40"	16' 6"
72	3		40' 0"	25' 2"	257° 18' 30"	24' 10"
73	2		40' 0"	27' 10"	220° 02' 30"	26' 9"
74	1		40' 0"	27' 10"	180° 02' 30"	26' 9"

Plan of Subdivision ... Certificate No. 56/52 ... Council of the Municipality of ... Local Government Act 1919 ... Common Seal of the Council of the Municipality of Kiama ... 1st ... April 1952 ... T.D. Yeomans ... H.V. Nicholls ... Town Clerk.

I Frank Maxwell Mason of 10 Castlereagh St, Sydney a Surveyor registered under the Surveyors Act, 1929-48, do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and referred physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated actually exist in the position shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey represented in this plan has been made in accordance with the Survey Practice Regulations, 1933 ... under my supervision, the character and extent of which was as required by the Survey Practice Regulations, 1933, and was completed on 13th September 1951 and the preliminary and final traverses, marked Plans which followed on February, ... And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900.

Subscribed and declared before me at Sydney this 4th day of January A.D. 1952 ... R.A. Darlington J.P. ... (Signature) ... Surveyor registered under the Surveyors Act, 1929-48. ... Date of Survey

*Delete and initial (1) or (2). ... Insert date of Survey.

Approved by Council & Covered by Council Clerk's Certificate No. ... of ... Council Clerk.

Datum line of Azimuth A-B.

DP26062

THE COMMON SEAL of BIRBE HAUGHTON PTY. LIMITED was hereunto affixed by authority of the Directors in the presence of ... Director ... Secretary

PLAN PROCESSED AT LTO 1992

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

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 24 July, 1989

3

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 26062

FEET	INCHES	METRES
-	3 1/2	0.089
-	4	0.102
-	10	0.254
1	-	0.305
1	0 3/4	0.324
1	5 3/8	0.441
1	6	0.457
1	10 3/4	0.578
2	-	0.610
2	1 1/4	0.641
2	1 1/2	0.648
3	6	1.067
3	11	1.194
4	-	1.219
4	1 3/4	1.264
4	6	1.372
5	1 1/4	1.556
10	-	3.048
10	4 1/4	3.156
11	11	3.632
12	-	3.658
12	0 1/2	3.670
12	0 3/4	3.677
12	1	3.683
12	1 1/4	3.689
12	1 1/2	3.696
12	1 3/4	3.702
12	2	3.708
12	2 1/4	3.715
12	3	3.734
12	3 1/4	3.740
12	3 1/2	3.747
13	-	3.962
13	1 1/4	3.994
13	11	4.242
14	2 5/8	4.334
15	8 1/4	4.782
16	-	4.877
16	1 1/2	4.915
16	6	5.029
16	6 1/2	5.042
16	7	5.055
16	11 7/8	5.178
17	-	5.182
17	11	5.461
18	0 1/8	5.490
18	0 1/4	5.493
18	0 1/2	5.499
19	1 1/4	5.823
19	1 1/2	5.829
20	-	6.096
20	1 1/2	6.134
24	1 1/4	7.347
24	10	7.569
25	-	7.620
25	2	7.671
28	6 1/2	8.700
28	6 3/4	8.706
29	0 1/4	8.846
29	0 1/2	8.852
32	7 1/4	9.938
33	-	10.058
33	0 3/4	10.077
33	4 1/2	10.173
33	9 1/2	10.300
35	-	10.668
35	1	10.693
35	1 1/4	10.700
35	9 1/2	10.909
35	11 3/8	10.957
36	9 3/8	11.211
36	11 3/8	11.262
37	-	11.278
37	10 5/8	11.547
38	-	11.582
39	-	11.887
40	-	12.192

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 26062 CONTINUED

FEET	INCHES	METRES
41	5 3/8	12.633
41	6 1/2	12.662
45	-	13.716
50	-	15.240
52	-	15.850
53	8	16.358
54	-	16.459
57	-	17.374
58	-	17.678
58	1 1/4	17.710
58	6	17.831
60	-	18.288
62	-	18.898
63	4 1/4	19.310
65	-	19.812
66	-	20.117
66	0 1/4	20.123
67	-	20.422
69	-	21.031
69	0 3/4	21.050
77	-	23.470
78	-	23.774
78	6	23.927
79	2	24.130
80	-	24.384
81	-	24.689
85	-	25.908
86	6	26.365
89	-	27.127
93	-	28.346
95	-	28.956
97	-	29.566
98	-	29.870
100	-	30.480
100	0 1/2	30.493
101	-	30.785
102	-	31.090
104	-	31.699
104	6	31.852
105	-	32.004
106	-	32.309
106	6	32.461
108	-	32.918
116	9 1/4	35.592
120	-	36.576
121	-	36.881
121	6 1/4	37.040
125	-	38.100
125	3 1/2	38.189
126	3 3/8	38.491
126	4 1/2	38.519
126	5 3/8	38.541
126	5 3/4	38.551
128	-	39.014
130	6	39.776
130	6 3/4	39.795
131	-	39.929
134	3	40.919
138	9 3/4	42.310
140	11 1/4	42.958
142	6 3/4	43.453
143	0 1/2	43.599
144	5	44.018
145	1 1/4	44.228
145	1 1/2	44.234
150	-	45.720
151	-	46.025
151	10 3/4	46.298
152	6 1/2	46.495
156	5	47.676
156	5 1/8	47.679
157	-	47.854
158	-	48.158
159	1 3/4	48.508
159	2 1/2	48.527
160	-	48.768
162	-	49.378

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 26062 CONTINUED

FEET	INCHES	METRES
162	6	49.530
165	-	50.292
165	6	50.444
168	8	51.410
169	11	51.791
170	-	51.816
175	0 3/4	53.359
177	9	54.178
180	-	54.864
182	7 7/8	55.674
182	8 1/4	55.683
190	9 1/4	58.147
204	5 1/2	62.319
221	4 3/4	67.481
238	1 1/2	72.581
300	-	91.440

AC	RD	P	SQ M
-	-	34	860
-	-	35 3/4	904.2
-	-	36 1/2	923.2
-	-	36 3/4	929.5
-	-	37	935.8
-	-	37 1/4	942.2
-	-	37 1/2	948.5
-	-	37.55	949.7
-	-	37 3/4	954.8
-	-	38 1/2	973.8
-	-	38 3/4	980.1
-	-	39	986.4
-	-	39 1/2	999.1
-	1	1/2	1024
-	1	2	1062
-	1	2 1/2	1075
-	1	5 3/4	1157
-	1	7	1189
-	1	9 1/4	1246
-	1	10 1/4	1271
-	1	12	1315
-	1	12 1/4	1322
-	1	12 1/2	1328
-	1	13 1/4	1347
-	1	14 1/4	1372
-	1	16 3/4	1435
-	1	17	1442
-	1	19 1/4	1499
-	1	21	1543
-	2	30	2782
-	3	34	3895

...006 Src:0 Sig:Gaotops Pgs:4 Sts:BS:OK 18 Nov 96, 09:32 Ref:131146

R.P. 23 No. 2 10 6807669

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

Fees:— £ s. d.
Lodgment 1 1 -
Endorsement 1 1 -
Certificate 6 1 -
1 1 -
1 1 -

B 1 4 0 — 11/9/57

I, BURKE NAUGHTON PTY. LIMITED

(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 ONE THOUSAND SIX HUNDRED AND SEVENTY FIVE POUNDS (£1675) (the receipt whereof is hereby acknowledged) paid to it by KEITH LAURENCE O'CONNOR and MAUD MATILDA O'CONNOR and in further consideration of the sum of ONE THOUSAND TWO HUNDRED AND TWENTY FIVE POUNDS paid to the said Keith Laurence O'Connor and Maud Matilda O'Connor (the receipt whereof is hereby acknowledged) by JOHN THOMAS SWANSTON of 95 Thomas Street, Clovelly, Engineer and MARY GRACE SWANSTON his wife (herein called transferees) do hereby transfer to the said transferees as joint tenants, fee

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

County.	Parish.	Reference to Title (if) Whole or Part.	Vol.	Fol.	Description of Land (if part only). (e)
Cumberland	Gordon	Part	7135	164	and being Lot 26 in Deposited Plan No. 26062.

And the transferee covenants with the transferor to the terms of the annexure marked "A" hereto.

ENCUMBRANCES, &c., REFERRED TO:

NIL

Signed at Sydney the 30th day of September 1957.

Signed in my presence by the transferor WHO IS PERSONALLY KNOWN TO ME

The COMMON SEAL of BURKE NAUGHTON PTY. LIMITED was hereunto affixed by order of the Directors in the presence of:

Signed in my presence by the Directing Parties who are personally known to me.

Directing Parties.

Signed in my presence by the transferee WHO IS PERSONALLY KNOWN TO ME

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

Transferee(s).

2.1.57

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the number of non-conversion in book must be stated.

† N.B.—Section 117 requires that the above Certificate be signed by such Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £100; also to damages recoverable by any person injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, not that of his firm) is permitted only where the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not purport to convey an estate in fee simple in possession. When the instrument contains other special covenants by the Transferee or is subject to a lease (page, covenants or lease), the Certificate must accord therewith.

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

FOLIO

043566 Src:U Dlg:G807669 Pgs:4 Sls:BS:OK 18 Nov 98, 09:32 Ref:131146

"A"

These are the covenants marked "A" referred to in the annexed Memorandum of Transfer dated 30th September 1957 from BURKE NAUGHTON PTY. LIMITED to John Thomas William Sawtell and Mary Grace Sawtell

The transferee for himself his heirs executors administrators and assigns registered proprietor or proprietors for the time being of the land hereby transferred or any part thereof or any estate or interest therein BOTH HEREBY COVENANT with the said Burke Naughton Pty. Limited its successors and assigns as follows:

1. That any building erected by the purchaser or his executors administrators or assigns on the subject land shall be constructed of brick and/or stone and/or timber with tile roof and not otherwise.

2. That he or they will not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed from the said land any earth clay stone gravel soil or sand except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow to be used for the manufacture or winning of brick tiles or pottery ware.

3. That he or they will not require the said Burke Naughton Pty. Limited to join in or contribute towards the costs of erecting any dividing fence PROVIDED ALWAYS that this covenant shall not prejudice the right of transferees of any part or parts of land comprised in the Certificate of Title as between themselves and adjoining owners other than the said Burke Naughton Pty. Limited. AND IT IS HEREBY DECLARED that the land which is subject to the burden of these covenants and the respective and individual lot or lots hereby sold and the land to which the benefit of the said covenants is intended to be appurtenant is the whole of the land comprised in the estate of which the said lot or lots respectively forms part other than the lot subject to the burden as aforesaid and the only person entitled to release vary or modify the same is the said Burke Naughton Pty. Limited or its successors.

The COMMON SEAL of BURKE NAUGHTON PTY. LIMITED was hereunto affixed by order of the Directors in the presence of:

Signed in my presence by the transferor who is personally known to me.

.....

Transferor

Signed in my presence by the Directing Parties who are personally known to me.

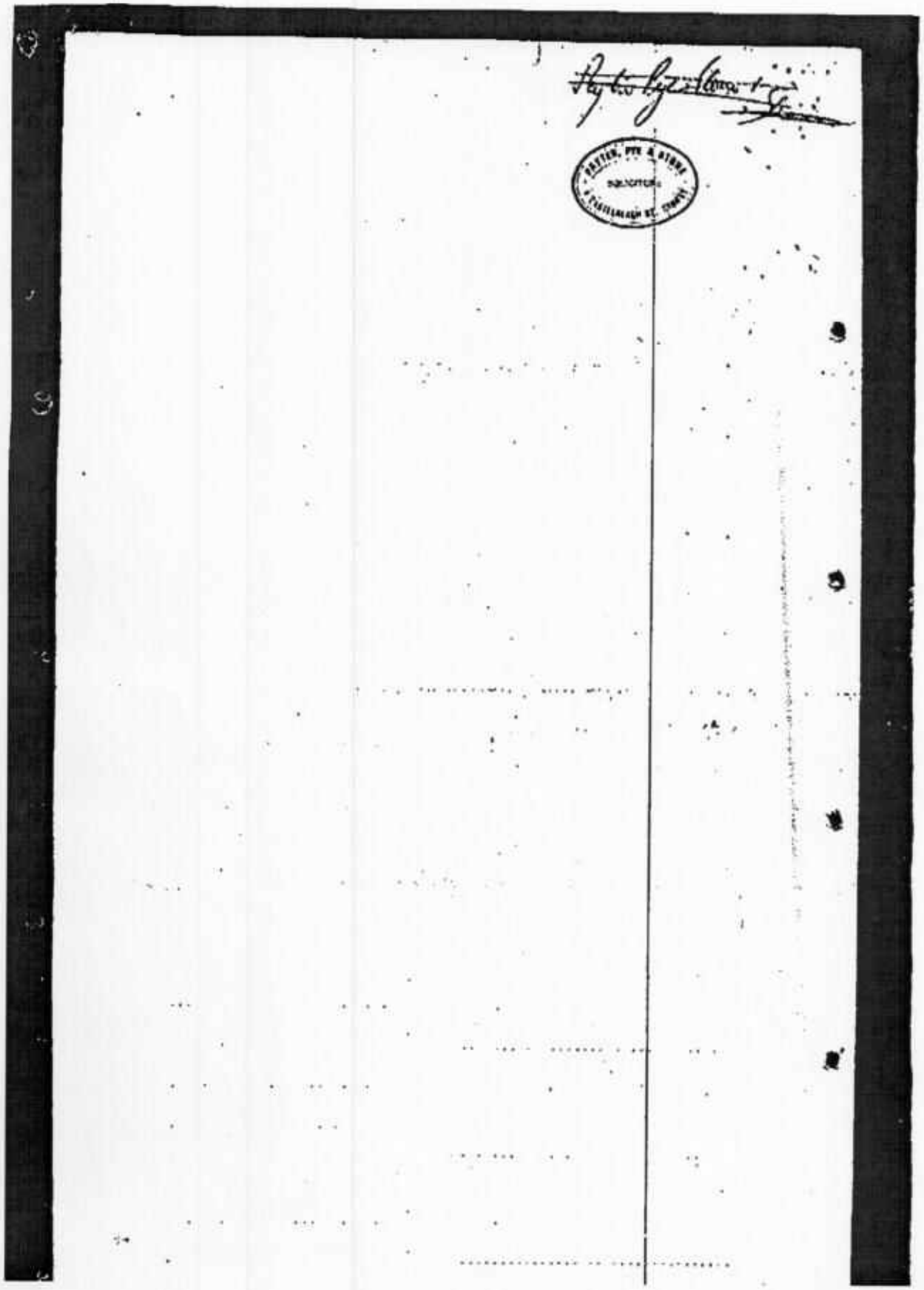
.....

Directing Parties

Signed in my presence by the transferees who are personally known to me.

.....

Transferees



No. F G 807669 LODGED BY

CONSENT OF MORTGAGEE.[1]

(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.

Dated at this day of 19 .

Signed in my presence by

who is personally known to me.

Mortgagee.

[1] This consent is appr... [illegible] ... in the mortgage.

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.[2]

Signed at the day of 19 .

Signed in the presence of—

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

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.[1]

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.

[1] To be signed by Registrar-General, Deputy Registrar-General, a Not Public, J.P., Officer for Affidavits, 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
[signature]	Sub to Covenant of T.P. PC Joint tenants.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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

Checked by DJA HC

Particulars entered in Register Book, Volume 7125 Folio 164

Passed (in S.D.B.) by [signature]

the 30th day of October 1954 at 18 minutes past 3 o'clock in the after noon.

Signed by [signature]

J. Wells

Registrar-General.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

M.P.D.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records	[signature]	[illegible]
Draft written	[illegible]	
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engineers		
Cancellation Clerk	[illegible]	[illegible]

Vol. 7388 Fol. 145

EXECUTION OUTSIDE NEW SOUTH WALES.

Execution may be proved where the parties are resident:—

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

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

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

The fees are:—Upon lodgement (a) [illegible] if accompanied by the referred [illegible] of prosecution thereof, (b) [illegible] otherwise. This fee includes endorsement of the first Certificate. In addition the following fees are payable:—(a) [illegible] for each additional Certificate included in the Transfer, (b) [illegible] for each new Certificate of Title [illegible] (c) [illegible] where the Transfer contains covenant purporting to affect the cost of any [illegible] (d) [illegible] where the Transfer is expressed to be made together with an easement or [illegible] to reserve an easement or to any way contain an easement, (e) [illegible] where partial [illegible] of a mortgage is endorsed on the Transfer, (f) [illegible] for each additional folio where Certificate contains fifteen folios, (g) as approved, [illegible] diagram or any diagram other than a simple diagram.

Transfer in [illegible] must receive [illegible] Certificates.

If part only of the land is transferred a new Certificate must issue for that [illegible] and the old Certificate will be retained in the Office. A new Certificate may be [illegible] for the reason it desired.

PLANNING CERTIFICATE

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

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

PROPERTY DETAILS

Address: **31 Wallalong Crescent WEST PYMBLE NSW 2073**

Lot Description: **Lot 26 DP 26062**

CERTIFICATE DETAILS

Certificate No: **ePC3706/20** **Certificate Date:** **29/10/2020**

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

APPLICANT DETAILS

REF: Pini

P Chapman
7 Killara Avenue
KILLARA NSW 2071

BACKGROUND INFORMATION

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

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

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

1. Names of relevant planning instruments and development control plans

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

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

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

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

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

Planning Proposal Number PP_2018_KURIN_005_00 to consolidate Ku-ring-gai's local environmental planning instruments, the Local Environmental Plan (Local Centres) 2012, Ku-ring-gai Local Environmental Plan 2015 and Ku-ring-gai Planning Scheme Ordinance, into a single local environmental plan.

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

Ku-ring-gai Development Control Plan

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

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

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

R2 Low Density Residential under the provisions of Ku-ring-gai Local Environmental Plan 2015.

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

Home occupations.

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

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

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

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

Any development not specified in item (b) or (c).

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

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

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

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

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

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

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

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

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

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

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

No.

(k) Is the land in a conservation area?

No.

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

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

No.

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

3. Complying development

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

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

Container Recycling Facilities Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

Demolition Code

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

Fire Safety Code

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

General Development Code

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

Housing Code

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

Housing Alterations Code

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

Low Rise Medium Density Housing Code

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

Subdivision Code

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

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

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

5. Mine subsidence

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

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

6. Road widening and road realignment

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

No.

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

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

No.

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

7A. Flood related development controls information

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

No.

8. Land reserved for acquisition

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

No.

9. Contribution plans

Which contribution plans apply if this land is developed?

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

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

9A. Biodiversity certified land

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

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

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

10. Biodiversity stewardship sites

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

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

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

10A. Native vegetation clearing set asides

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

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

11. Bush fire prone land

Is the land bush fire prone land?

No.

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

12. Property vegetation plans

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

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

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

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

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

14. Directions under Part 3A

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

No.

15. Site Compatibility certificates and conditions for seniors housing

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

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

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

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

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

17. Site Compatibility certificates and conditions for affordable rental housing

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

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

18. Paper subdivision information

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

Not applicable.

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

19. Site verification certificate

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

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

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

20. Loose-fill asbestos insulation

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

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

SPECIAL NOTE: *Some residential homes located in the Ku-ring-gai Local Government Area have been identified as containing loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.*
You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

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

21. Affected building notices and building product rectification orders

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

No.

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

No.

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

No.

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

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

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

No.

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

No.

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

No.

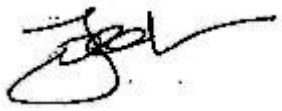
(d) Is the land to which this certificate relates subject to an ongoing maintenance order within the meaning of that Act?

No.

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

No.

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



John McKee
General Manager

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

DIAGRAM OF SANITARY DRAINAGE

Municipality of Ku-Ring-Gai SEWER AVAILABLE Diagram No. 425350

SAWTELL

SYMBOLS AND ABBREVIATIONS

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

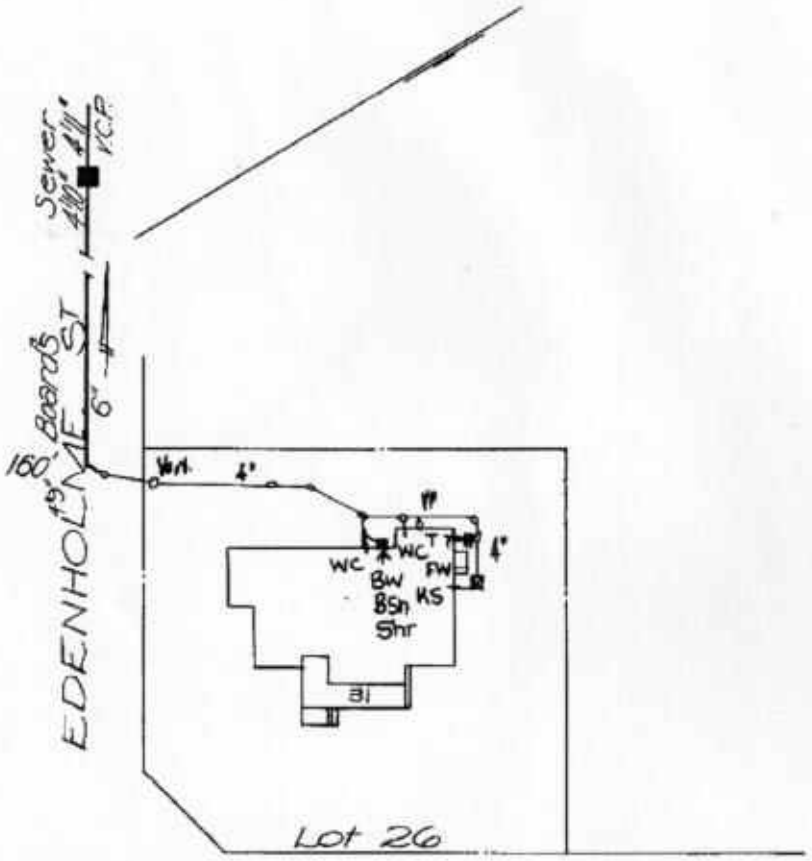
Existing drainage shown by black lines Scale: 40 Feet to an inch Proposed new drainage shown by full blue lines.

This diagram is the property of the Owner and is to be returned to him on completion of the work.

Subject to application, certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed by the Board's Inspector.

~~The Board accepts no responsibility for the suitability of the diagram in relation to the eventual position of the Board's sewer. When the sewer becomes available it will be necessary to apply for a revised diagram.~~

This work must be carried out in accordance with the Board's By-laws.



640 284

SHEET No. 6886 [illegible]

19

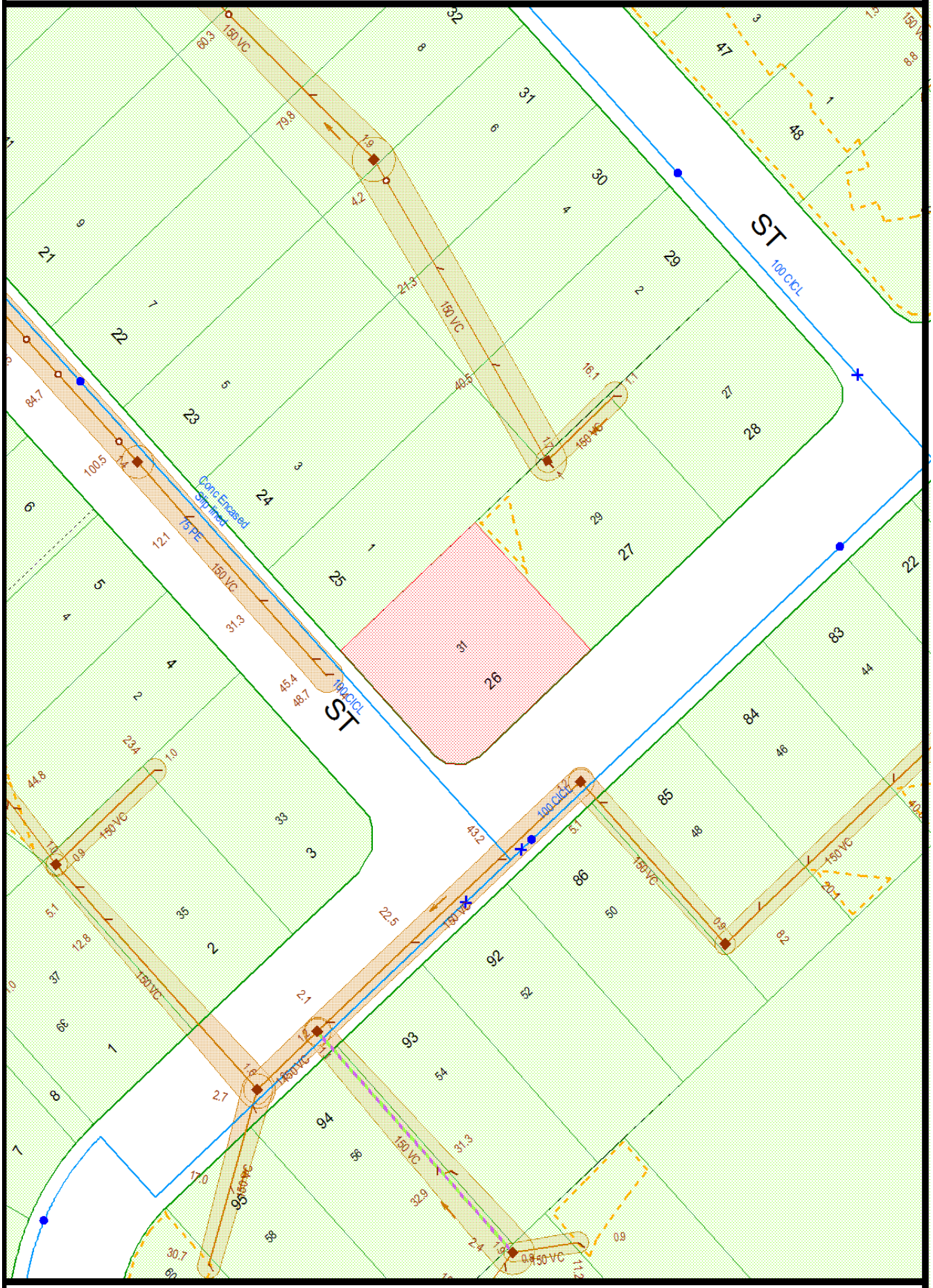
FOR ENGINEER-IN-CHIEF

OFFICE USE ONLY 295 225

W.C	Designed by	DATE	Inspector	FIRST VISIT SUPERV'SN PASSED		DATE
Bth		/ /		/ /	/ /	
Shr	Inspector					
Bsn	Examined by		Date	Inspector		/ /
K.S			Outfall HL LL	Checked		/ /
T		/ /				
	Chief Inspector		Drainer	COMPENSATION		

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

Application No. 9958487 Created on Aug 7, 2018 5:39:59 PM


ST
100 CICL
ST
100 CICL
Conc Encased Stormwater
150 VC
150 PE
100 CICL
150 VC
150 VC
150 VC

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	**4e4f89b0**
Property Address:	**31 WALLALONG CRESCENT WEST PYMBLE**
Date of Registration:	**23 November 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