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# Contract for the sale and purchase of land 2019 edition

| TERM | MEANING OF TERM | eCOS ID: 69719774 | NSW DAN: |
|---|---|---|---|
| vendor's agent | LORIMER ESTATE AGENTS | | Phone: 0400 844411 |
| | Suite 12, Level 2, 14-16 Suakin Street PYMBLE NSW 2073 | | Fax: |
| co-agent | | | Ref: |
| vendor | JOHN ROBERT LEWIS AND JULIE ANN LEWIS | | |
| | C/- vendor's Solicitor | | |
| vendor's solicitor | D W Alexander & Co | | Phone: (02) 9498 3533 |
| | 19A St Johns Avenue GORDON NSW 2072 | | Fax: (02) 9498 8620 |
| | DX 8711 GORDON | | Ref: 2010 |
| date for completion | 42 days after the contract date | (clause 15) | Email: alexanderdw@bigpond.com |
| land | 2 EDENHOLME STREET WEST PYMBLE NSW 2073 | | |
| (Address, plan details and title reference) | LOT 4 IN DEPOSITED PLAN 26062 | | |
| | 4/26062 | | |
| | ☑ VACANT POSSESSION ☐ Subject to existing tenancies | | |
| improvements | ☑ HOUSE ☑ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space | | |
| | ☐ none ☑ other: additional garage | | |
| 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: additional clothes line; ducted heating system; oven; ceiling fans; split system airconditioning | | |
| exclusions | | | | |
| purchaser | | | | |
| purchaser's solicitor | | | Phone: | |
| | | | Fax: | |
| | | | Ref: | |
| price | $ | | Email: | |
| deposit | $ | | (10% of the price, unless otherwise stated) | |
| balance | $ | | | |
| contract date | | | (if not stated, the date this contract was made) | |

buyer's agent

**vendor** **witness**

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

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

**Choices**

| | | |
|---|---|---|
| vendor agrees to accept a ***deposit-bond*** (clause 3) | ☐ NO | ☑ yes |
| **Nominated *Electronic Lodgment Network (ELN)*** (clause 30) | PEXA | |
| ***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):

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**List of Documents**

**General**

- ☑ 1 property certificate for the land
- ☑ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☑ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☑ 8 sewerage infrastructure location diagram (service location diagram)
- ☑ 9 sewer lines location diagram (sewerage service diagram)
- ☑ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 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**

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

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**
**Before purchasing land that includes 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.**

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## 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.**

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## WARNINGS

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

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

**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.**

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

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

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, 1/11$^{th}$ 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 –<br>● issued by a *bank* and drawn on itself; or<br>● 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.

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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.

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**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;

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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 –

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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.

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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.

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**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;

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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.

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**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 –

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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

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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*.

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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 –

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| *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*; |

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|---|---|
| *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.

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## 33 VARIATIONS TO CONTRACT

The preceding provisions of this contract are varied as follows:-

Clause 2.9: The *depositholder* is **directed** to invest the deposit **only** with the Commonwealth Bank of Australia or ANZ Banking Corporation Limited or Westpac Banking Corporation or St George Bank Limited or National Australia Bank Limited or Macquarie Bank Limited and otherwise upon and subject to the provisions of clause 2.9;

Clauses 7.1.1, 7.2.1, 7.2.2, 7.2.5, and 28: These clauses are omitted;

Clause 13.8: The words "(or subsequently, should the liability of the purchaser not be determined until after completion)" are inserted after the word "completion" in the second line;

Clause 20: The following new clause 20.6.8 is added:

"20.6.8 a document sent by fax is taken not to have been given or received where the recipient immediately notifies the sender of an incomplete transmission; and if the time of sending the complete document is later than 5:00 pm on a business day in the place in which the document is sent, it is taken to have been received at 9:00 am on the next business day at that place."

Clause 23.6: The following new clause 23.6.3 is added:

"23.6.3 However, the vendor can *rescind* if the amount of contribution for which the vendor is liable under this clause exceeds 1% of the price."

If there is any conflict or inconsistency between clauses 1-32 and the following clauses, the following clauses will prevail.

## 34 INFORMATION FOR TRANSFER

The purchaser acknowledges that sufficient information for the form of transfer is disclosed in this contract and the purchaser does not require the vendor to serve further information pursuant to clause 4.2.

## 35 PURCHASER'S ACKNOWLEDGMENTS

Subject to Section 52A(2)(b) of the Conveyancing Act 1919 and to the Regulations pursuant thereto including the Conveyancing (Sale of Land Regulation) 2017, the purchaser acknowledges and agrees that:

(a) the purchaser buys the property relying on the purchaser's own knowledge inspection and enquiries of the property (including without limitation, the use to which it may be put and the restrictions applicable to that use) and in its present condition and state of repair or disrepair and structural condition and subject to all faults and defects both latent and patent including any infestation, contamination or dilapidation, and does not rely on any warranties or representations (express or implied) made by or on behalf of the vendor unless expressly contained in this contract;

(b) this contract, incorporating the terms on the first page and all annexures and attachments, constitutes the entire agreement between the parties relating to the sale and purchase of the property and all or any other collateral or other agreements or terms or conditions are expressly excluded unless imposed by statute and not capable of exclusion;

(c) the purchaser has read and understood the documents attached to this contract and any disclosures and enters into this contract and will duly complete this contract on the basis of such documents and disclosures. The purchaser further acknowledges that no warranty or representation is made by the vendor as to the accuracy or completeness or currency of such documents and disclosures;

(d) no objection or requisition or claim for compensation or request to carry out any work or repairs shall be made by the purchaser in respect of (nor shall the purchaser be entitled to rescind or terminate this contract by reason of ) any of the foregoing matters or the following matters:-

(i) the presence, location, availability or otherwise, or condition, of any of the services referred to in clause 10.1.2;

(ii) the presence of any sewer manhole or vent or other pipes wires or connections on through or over the property or any adjoining property;

(iii) any rainwater downpipe being connected to the sewer;

(iv) any latent or patent fault defect disrepair infestation or dilapidation in or to the property and whether arising under, or any breach or non-compliance with, the Local Government Act 1919 (as amended) or the Ordinances thereunder, the Environmental Planning And Assessment Act 1979 (as amended) or the Regulations thereunder, the Unhealthy Building Land Act 1990, the Pollution Control Act 1970, the Environmentally Hazardous Chemicals Act 1985, the Waste Disposal Act 1970, the Contaminated Land Management Act 1997, the Swimming Pool Act 1992, and the Regulations thereunder, the Noise Control Act 1975 or the Heritage Act 1977 or otherwise;

(v) any encroachments by or upon the property and/or compliance or non-compliance with any covenants affecting the property, the Building Code of Australia or the Local Government Acts of 1919 or 1993 or disclosed by any Survey Report and/or Building Certificate and/or Certificate of Compliance attached to this contract;

(vi) whether or not any of the improvements on the property are subject to or insured under, the provisions of the Building Licensing Act 1971 or the Building Corporation Act 1989; or

(vii) any other matter acknowledged by the purchaser in this contract or in any document attached to this contract.

Where the property comprises a lot in a Strata Plan, the reference to “property” shall for the purposes of this clause, include the common property and all lots in the strata scheme.

## 36 COMPLETION

Completion shall take place prior to 3.00 pm on the completion date stipulated on page 1 (or if no date is so stipulated then prior to 3.00 pm on that day being six (6) weeks from the date of this contract) (“Completion Date”) and thereafter clause 15 applies. It shall be sufficient for a Notice to Complete to require the other party to complete by 3 pm on that day being fourteen (14) days (calculated without regard to weekends or public holidays) from the date of service of such Notice. The purchaser will allow on settlement the cost of any valid Notice to Complete served on the purchaser, assessed and agreed at $385.00 inclusive of GST.

## 37 AGENCY INDEMNITY

(a) The vendor warrants that it has not entered into a sole or exclusive Agency Agreement with any agent other than the agent specified on the front page of the Contract in relation to the property.

(b) The purchaser warrants that no Real Estate Agent or Agency (other than the agent or agency (if any) nominated on page 1) has on behalf of the vendor shown the property to the purchaser or introduced the vendor to the purchaser or in any other manner been a real and effective cause of the vendor entering into this contract and the purchaser indemnifies the vendor against any claim for commission arising out of a breach of this warranty. This indemnity continues after completion.

## 38 DEATH OR BANKRUPTCY OF PARTY

Without in any manner negating limiting or restricting any rights or remedies which would have been available to the vendor or purchaser at law or in equity had this clause not been included in this contract should either party ("defaulting party") (or any one or more of them) prior to completion:-

(a) die or become so mentally ill that his or her affairs are liable to be administered by the State or the Court then the other party may rescind this contract by notice in writing forwarded to the solicitor named in this contract as the defaulting party's solicitor and thereupon this contract shall be at an end and if the defaulting party is not otherwise in default under this contract, the provisions of clause 19 shall apply to any such rescission; or

(b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or (being a corporation) 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 provisions of Chapter 5 of the Corporations Act (as amended) or should any liquidator receiver or official manager be appointed in respect of the defaulting party (or should the defaulting party otherwise be in default under this contract) then and in any of such events the defaulting party shall be deemed to be in default under this contract.

## 39 SEVERABILITY

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

## 40 INCREASE IN PURCHASE PRICE

It is an essential term of this contract that the purchase price will increase at the rate of 8% per annum of the purchase price and all other moneys payable pursuant to this contract less any deposit actually paid, for each day from and including the Completion Date up to and including the actual date of completion or the date of termination of this contract (whichever event shall in fact occur). The purchase price will not increase for any period during which completion was delayed by the vendor. The purchaser acknowledges that such increase represents a genuine pre-estimate of the loss likely to be suffered by the vendor as a result of any delay in completion.

## 41 GUARANTEE

In consideration of the vendor entering into this contract with the purchaser at the request of the undersigned Directors of the purchaser Company ("Guarantor") and in consideration of the premises the Guarantor hereby jointly and severally and also irrevocably and unconditionally guarantee to the vendor the due and punctual observance and performance of all of the obligations of the purchaser and the due and punctual payment of all moneys which the purchaser is or becomes obliged to pay to the vendor under this contract and hereby indemnifies the vendor in respect of all liabilities (including legal costs on an indemnity basis) incurred in enforcing this guarantee which may arise as a consequence of the act omission or default of the purchaser or otherwise under this contract. This guarantee continues after completion.

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|---|---|
| …….. | ……. |
| Signature of Guarantor | Witness |
| …….. | ……... |
| Full name of Guarantor | Address of Guarantor |
| …….. | ……... |
| Signature of Guarantor | Witness |
| …… | ……. |
| Full name of Guarantor | Address of Guarantor |

## 42 CONSUMER CREDIT CODE

The purchaser warrants that the purchaser has sufficient finance to complete the purchase and will not require a loan for this purpose OR has obtained a loan approval for sufficient finance to complete the purchase on acceptable terms and the purchaser will not need to rely on those provisions of the Consumer Credit Code and in particular Section 124 which may in certain circumstances entitle a purchaser to terminate a contract for sale and which provisions the parties agree do not apply to this sale.

## 43 DEPOSIT BY BANK BOND OR GUARANTEE

The vendor will accept a bond or guarantee for the deposit or part of the deposit issued by an institution approved by the vendor; the attached terms and conditions of the issuing institution shall be deemed to be incorporated in this contract and in the event of any conflict or ambiguity, such terms and conditions will prevail; and upon the deposit becoming accountable or forfeited the vendor shall be entitled to demand payment from the institution in accordance with the provisions of the bond or guarantee.

## 44 PAYMENT OF DEPOSIT BY INSTALMENTS

If at the request of the purchaser, the vendor accepts an amount that is less than the 10% deposit, to facilitate payment of the deposit, the vendor has agreed to accept payment of the deposit by the following instalments:-

(a) 50% of the deposit on or before the making of this contract; and

(b) Payment of the balance remaining of the deposit on whichever is the earlier of the following dates, namely:-

(i) the completion date; or
(ii) within forty-eight (48) hours of demand by the vendor in the event that the vendor becomes entitled to forfeit the deposit.

**AND** otherwise the provisions of clauses 2 and 9 will apply mutatis mutandis except that (and in consideration of these concessions) **ALL INTEREST** earned on the investment of any part of the deposit will belong to and be paid to the vendor on completion or termination of this contract, whichever event shall occur. The vendor shall have the right to recover any balance deposit remaining, as liquidated damages, notwithstanding any rule of law or equity to the contrary. This clause shall not merge on completion of this contract.

## 45 CONFIDENTIALITY

45.1 All information exchanged between the parties leading up to or contained in this contract is confidential to them and may not be disclosed to or used or exploited by any person during the term of this contract or following its completion or expiration or termination except:

(a) to employees, legal advisors, auditors and other consultants of the party or its Related Bodies Corporate requiring the information for the purposes of this contract; or
(b) with the consent of the party who supplied the information; or
(c) if the information is, at the date of this contract, lawfully in the possession of the recipient through sources other than the party who supplied the information; or
(d) if required by law; or
(e) if strictly and necessarily required in connection with legal proceedings relating to this contract; or
(f) if the information is generally and publicly available other than as a result of confidence by the person receiving the information.

45.2 A party disclosing information under clause 45.1(a) or (b) must use all reasonable endeavours to ensure that persons who receive confidential information from it do not disclose it except in the circumstances permitted by clause 45.1.

45.3 A party who has received confidential information from the other under this contract must, on the request of the other party, immediately deliver to that party all documents or other materials containing or referring to that information which are in its possession, power or control or in the possession, power or control of persons who have received such information from it under clause 45.1(a) or (b).

# CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at 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 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 in 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.

# 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.

# SECTION 66W CERTIFICATE

I the undersigned Solicitor **CERTIFY** as follows:

1. I am a Solicitor 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 the within Contract for Sale in order that there is no cooling off period in relation to that Contract;

3. I do not act for the within vendor and am not employed in the legal practice of a Solicitor acting for the within vendor nor am I a member or employee of a firm of which a Solicitor acting for the within vendor is a member or employee; and

4. I have explained to the within purchaser (and to each of them if more than one; and if a corporation, to an officer of the corporation or a person involved in the management of the affairs of the corporation) the effect of the within Contract for Sale; the nature of this Certificate; and the effect of giving this Certificate to the vendor, that is, that there is no cooling off period in relation to the Contract for Sale.

DATED: ..... SIGNED: .....

NAME: .....

ADDRESS: .....

# Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 4/26062

| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 24/6/2020 | 12:28 PM | 3 | 30/8/2017 |

LAND

LOT 4 IN DEPOSITED PLAN 26062
LOCAL GOVERNMENT AREA KU-RING-GAI
PARISH OF GORDON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP26062

FIRST SCHEDULE

JOHN ROBERT LEWIS
JULIE ANN LEWIS
AS JOINT TENANTS (T 9075371)

SECOND SCHEDULE (6 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 G450152 COVENANT
3 G541499 COVENANT
4 8219993 EASEMENT FOR DRAINAGE OF WATER 2 WIDE AFFECTING THE PART OF THE LAND SHOWN DESIGNATED (A) IN PLAN WITH 8219993
5 8219994 EASEMENT FOR DRAINAGE OF WATER 1 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART SHOWN DESIGNATED (A) IN PLAN WITH 8219994
6 8359081 EASEMENT FOR DRAINAGE OF WATER 1 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE SITE DESIGNATED (A) IN PLAN WITH 8359081

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.

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(2)

Plan Form No. 1 (for Deposited Plan)

Municipality of Ku-ring-gai
Shire of

G 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*

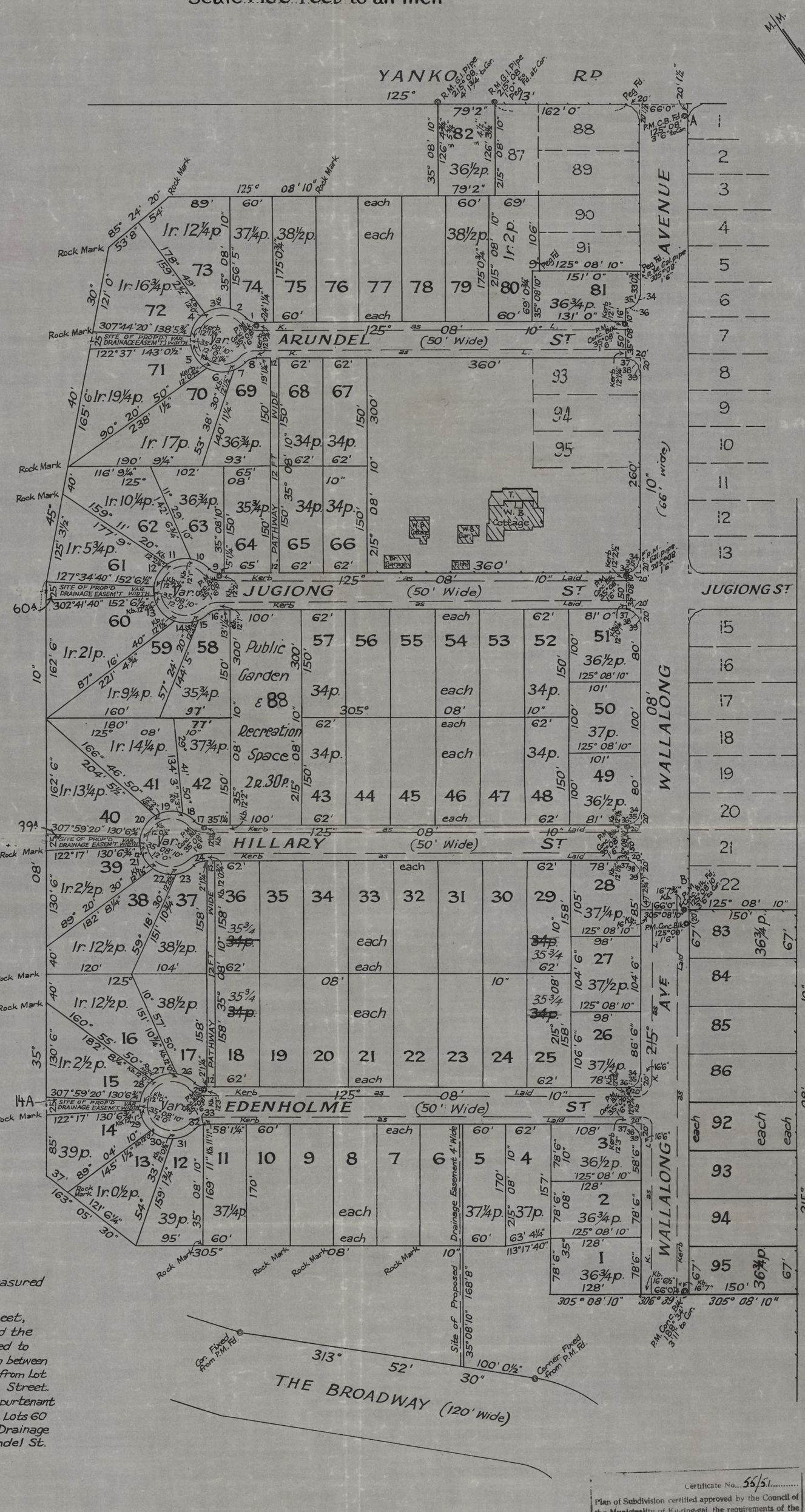
## PARISH OF GORDON COUNTY OF CUMBERLAND

Scale: 100 Feet to an inch

This is the plan numbered ... lodged in the Registry on the 27th day of June 55

DEP PLAN 26062

REGISTRAR GENERAL




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.

Frank Maxwell Mason

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

W. L. Burke ..... Director

M. Dolan. ..... Secretary

Approved by Council & Covered by Council Clerk's Certificate

No. ..... of .....

Council Clerk.

Datum line of Azimuth A-B.

DP26062

### REFERENCE TO SPLAYED CORNERS

| Line | Lot Nos | Bearing | Distance |
|---|---|---|---|
| 34 | 81. 49. 26,91 | 230° 08' 10" | 10' 4¼" |
| 35 | 81. 49. 26,91 | 260° 08' 10" | 10' 4¼" |
| 36 | 81. 49. 26,91 | 290° 08' 10" | 10' 4¼" |
| 37 | 51. 28. 3,91 | 140° 08' 10" | 10' 4¼" |
| 38 | 51. 28. 3,91 | 170° 08' 10" | 10' 4¼" |
| 39 | 51. 28. 3,91 | 200° 08' 10" | 10' 4¼" |

### REFERENCE TO CURVED BOUNDARIES

| Line | Lot No | Radius | Arc | Chord Bearing | Chord Distance |
|---|---|---|---|---|---|
| 1 | 74 | 20'0" | 16' 1½" | 328° 13' 40" | 15' 8¼" |
| 2 | 74 | 45'0" | 25' 2" | 335° 18' 10" | 24' 10" |
| 3 | 73 | 45'0" | 37' 10⅝" | 295° 09' 50" | 36' 9⅜" |
| 4 | 72 | 45'0" | 37' 10⅝" | 246° 55' 10" | 36' 9⅜" |
| 5 | 71 | 45'0" | 41' 5⅜" | 181° 05' 10" | 40' 0" |
| 6 | 70 | 45'0" | 41' 5⅜" | 128° 18' 40" | 40' 0" |
| 7 | 69 | 45'0" | 18' 0½" | 90° 26' 10" | 17' 11" |
| 8 | 69 | 20'0" | 16' 1½" | 102° 02' 30" | 15' 8¼" |
| 9 | 63 | 20'0" | 16' 1½" | 148° 13' 40" | 15' 8¼" |
| 10 | 63 | 45'0" | 29' 0½" | 152° 49' 50" | 28' 6½" |
| 11 | 62 | 45'0" | 35' 11⅜" | 111° 27' 20" | 35' 0" |
| 12 | 61 | 45'0" | 35' 11⅜" | 65° 41' 00" | 35' 0" |
| 13 | 60 | 45'0" | 41' 5⅜" | 181° 05' 10" | 40' 0" |
| 14 | 59 | 45'0" | 41' 5⅜" | 128° 18' 40" | 40' 0" |
| 15 | 58 | 45'0" | 18' 0½" | 90° 26' 10" | 17' 11" |
| 16 | 58 | 20'0" | 16' 1½" | 102° 02' 30" | 15' 8¼" |
| 17 | 42 | 20'0" | 16' 1½" | 328° 13' 40" | 15' 8¼" |
| 18 | 42 | 45'0" | 18' 0½" | 339° 50' 10" | 17' 11" |
| 19 | 41 | 45'0" | 41' 5⅜" | 301° 57' 40" | 40' 0" |
| 20 | 40 | 45'0" | 41' 5⅜" | 249° 11' 10" | 40' 0" |
| 21 | 39 | 45'0" | 35' 11⅜" | 184° 35' 20" | 35' 0" |
| 22 | 38 | 45'0" | 35' 11⅜" | 138° 49' 00" | 35' 0" |
| 23 | 37 | 45'0" | 29' 0½" | 97° 26' 30" | 28' 6½" |
| 24 | 37 | 20'0" | 16' 1½" | 102° 02' 30" | 15' 8¼" |
| 25 | 17 | 20'0" | 16' 1½" | 328° 13' 40" | 15' 8¼" |
| 26 | 17 | 45'0" | 29' 0½" | 332° 49' 50" | 28' 6½" |
| 27 | 16 | 45'0" | 35' 11⅜" | 291° 27' 20" | 35' 0" |
| 28 | 15 | 45'0" | 35' 11⅜" | 245° 41' 00" | 35' 0" |
| 29 | 14 | 45'0" | 33' 0½" | 185° 57' 50" | 33' 0" |
| 30 | 13 | 45'0" | 33' 0½" | 142° 56' 40" | 33' 0" |
| 31 | 12 | 45'0" | 33' 4½" | 100° 11' 30" | 32' 7¼" |
| 32 | 12 | 20'0" | 14' 2⅝" | 99° 19' 00" | 13' 11" |
| 33 | 11 | 20'0" | 1' 10¾" | 122° 24' 40" | 1' 10¾" |

Certificate No. 55/51

Plan of Subdivision certified approved by the Council of the Municipality of Ku-ring-gai, the requirements of the Local Government Act 1919 (other than the requirement for the registration of plans) having been complied with. The Common Seal of the Council of the Municipality of Ku-ring-gai was hereto affixed pursuant to the resolution of 5th day of April 1955.

H. E. Newton DEPUTY TOWN CLERK.

I Frank Maxwell Mason of 10 Castlereagh St, Sydney a Surveyor registered under the Surveyor's Act, 1929-46, do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated actually exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey represented in this plan has been made in accordance with the Survey Practice Regulations, 1933 *~~(1) by me (2)~~ under my supervision, the character and extent of which was as required by the Survey Practice Regulations, 1933, and was completed on †29th December 1954 and the reference and Permanent Marks have been placed as shown hereon.

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

Subscribed and declared before me at Sydney this 4th day of January A.D. 1955

R. A. Darlington J.P.

(Signature) Frank Maxwell Mason
Surveyor registered under the Surveyors Act, 1929-46.

Date of Survey .....

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

PLAN AMENDED AT L.T.O. 25-5-89 30-6-89

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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 |
| 23 | 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 |

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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 | - | 18.098 |
| 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 | 5 3/4 | 42.208 |
| 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 |

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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 |

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"A"

G 450152

These are the covenants marked "A" referred to in the annexed Memorandum of Transfer from FRANK MAXWELL MASON to BURKE NAUGHTON PTY. LIMITED dated 10th day of February 1956.

The Transferee hereby for itself its successors and assigns covenants with the Transferor his executors administrators and assigns for the benefit of the adjoining Lands owned by the Transferor namely Lot 1 in Deposited Plan 26062 the land comprised in Certificate of Title Volume 7018 Folio 124 and the residue of the land comprised in Certificate of Title Volume 4839 Folio 93 but only during the ownership thereof by the Transferor his executors administrators and assigns other than purchasers on sale that no fence shall be erected on the property hereby transferred to divide it or any part of it from such adjoining lands or part thereof without the consent of the Transferor his executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor his executors administrators or assigns and in favour of any person dealing with the Transferee its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

*The lands to which the benefit of the covenant is annexed are Lot 2 in Deposited Plan Number 26062 the land comprised in Certificate of Title Volume 7018 Folio 124 and the residue of the land comprised in Certificate of Title Volume 4839 Folio 93 The lands which are subject to the burden of this covenant are Lots 2,4,5,6,10,40,66,67,72,73,74,75,76,77 in Deposited Plan Number 26062.*

The person or persons by whom or with those consent this covenant may be released varied or modified is or are as follows:-

The Transferor or the registered proprietor or proprietors for the time being of Lot 1 in Deposited Plan Number 26062 as regards Lot 2 in Deposited Plan Number 26062.

The Transferor or the registered proprietor or proprietors for the time being of the land comprised in Certificate of Title Volume 7018 Folio 124 as regards Lots 66 and 67 in Deposited Plan Number 26062.

The Transferor or the registered proprietor or proprietors for the time being of the residue of the land comprised in Certificate of Title Volume 4839 Folio 93. as regards Lots 4,5,6,10,40,72,73,74,75,76, and 77 in Deposited Plan Number 26062.

.....
Witness

.....
Transferor

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

.....
Transferor

.....Director

.....Secretary

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Fee £ s. d.
Lodgment 2:-
Endorsement :5:-
Certificate 2:1
:/01
: :
: :
£ 5:-:-

13/2/56

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

I, FRANK MAXWELL MASON of Sydney, Surveyor

(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 Seven thousand and fifty pounds (£7050.--) (the receipt whereof is hereby acknowledged) paid to me by

BURKE NAUGHTON PTY. LIMITED

(herein called transferee )

do hereby transfer to the said transferee

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

| County. | Parish. | Reference to Title (d) Whole or Part. | Vol. | Fol. | Description of Land (if part only). (e) |
|---|---|---|---|---|---|
| CUMBERLAND | GORDON | PART | 4839 | 93 | Being ~~the residue of land in D.P. 26063 and the residue of~~ Lots 2,3 4,5,6,10,16,17,20,21,26, 27,28,29,30,32,33,34,35, 37,38,40,41,43,44,46,47, 48,49,52,53,56,64,66,67, 72,73,74,75,76,77,45 in Deposited Plan Number 26062 and being Lot 88 in Deposited Plan Number 17300. |

And the transferee covenants with the transferor in the terms of the covenants annexed hereto and marked with the letter "A".

ENCUMBRANCES, &c., REFERRED TO.

Signed at Sydney the 10th day of February 1956

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Solicitor Sydney

Transferor.

Signed

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.

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

Director

Transferee(s).

Secretary

---

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

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

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

88 497—W K 1163 A. H. PETTIFER, GOVERNMENT PRINTER.

NOT TO BE ALTERED BY ERASURE—See Foot Note.

a Strike out what is not to be disclosed in the instrument.

b Strike out the words not applicable. Where there are more than one transferor or transferee, and interline the words required.

c Strike out words not applicable. Where there are two or more, state whether they are joint tenants or tenants in common.

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

e If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "being sec. D.P. or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol."

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

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

Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

g A very short note will suffice.

h If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see back of form.

i Repeat attestation if necessary.

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

Req:R243463 /Doc:DL G450152 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:24-Jun-2020 12:28 /Seq:3 of 3
© Office of the Registrar-General /Src:INFOTRACK /Ref:2010

No. G 450152

LODGED BY Mun[illegible] & Maloney

CONSENT OF MORTGAGEE.[j]

(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.

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19 .

Signed in the presence of—

[k] 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.[l]

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

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

INDEXED

MEMORANDUM OF TRANSFER

July's Covenant (as regards part)

Checked by

Particulars entered in Register Book,

Volume 7127 Folio 155 & 156

Passed (in S.D.B.) by

the 15th day of June 19 55 at minutes past 12 o'clock in the noon.

Signed by

Registrar-General.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1
2
3
4
5
6
7

Received Docs. Nos.

Receiving Clerk.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

| | Initials. | Date. |
|---|---|---|
| Sent to Survey Branch | | |
| Received from Records | | |
| Drafts written ... | | |
| Drafts examined ... | | |
| Diagram prepared ... | | |
| Diagram examined ... | | |
| Draft forwarded ... | | |
| Supt. of Engrossers ... | | |
| Cancellation Clerk ... | | |

Vol. 7127 Fol. 163

K 1165 S8437—W

G 506172 to follow

7127 164

EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

Tenants in common must receive separate Certificates.

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

Req:R243464 /Doc:DL G541499 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:24-Jun-2020 12:28 /Seq:1 of 3
© Office of the Registrar-General /Src:INFOTRACK /Ref:2010

"A"

These are the covenants marked "A" referred to in the annexed Memorandum of Transfer dated the 4th day of July 1956 from BURKE NAUGHTON PTY. LIMITED to A.F. BROWN CONSTRUCTIONS PTY. by Direction of BERNICE LOUISA WEBB.

The Transferee for itself its successors 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 DOTH HEREBY COVENANT with the said Burke Naughton Pty. Limited its successors and assigns as follows:

1. That any building erected by the transferee its successors 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 it 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 bricks tiles or pottery ware.

3. That it 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 the 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 is the respective and individual lot or lots hereby transferred 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.

Signed at SYDNEY the FOURTH day of JULY 1956.

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

A.F. Burke ..... Director

M. Dolan ..... Secretary

.....
Transferor.

Signed in my presence by BERNICE LOUISA WEBB who is personally known to me:

C.R. [illegible]
Solicitor
Sydney

B. Webb.....
Directing Party

THE COMMON SEAL of A.F. BROWN CONSTRUCTIONS PTY. LIMITED was hereunto affixed by Arthur Frank Brown one of the Directors in the presence of:

[illegible]
Acting Secretary

[illegible] .....
Director.

Req:R243464 /Doc:DL G541499 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:24-Jun-2020 12:28 /Seq:2 of 3
© Office of the Registrar-General /Src:INFOTRACK /Ref:2010

R.P. 13. No. G 541499

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

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

NEW SOUTH WALES SEVEN SHILLINGS SIX PENCE STAMP DUTY

(Traits must not be disclosed in this transfer.)

a Extent of handwriting in this memorial should not extend to any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

b If a local or strike out the words *simple* and interline the required alteration.

c Full postal address of transferee must be shown.

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

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

e If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate of title registered Vol. Fol. " Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

f Strike out if unnecessary, or suitably adjust
(i) if any easements are to be created or any exceptions to be made,
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.
Covenants should comply with the provisions of Section 88 of of the Conveyancing Act, 1919-1954.

g A very short note will suffice.

h Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.
As to instruments executed elsewhere, see back of form.

i Repeat attestation if necessary.

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

NOT TO BE ALTERED BY ERASURE—See Foot Note.

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 ~~Three hundred and fifty pounds~~ paid to it by BERNICE LOUISA WEBB of Rose Bay Secretary (the receipt whereof is hereby acknowledged) and in consideration of ~~(the receipt whereof is hereby acknowledged) paid to by~~ ONE THOUSAND AND FIFTEEN POUNDS (£1015.0.0) (the receipt whereof is hereby acknowledged) paid to the said BERNICE LOUISA WEBB by A.F. BROWN CONSTRUCTIONS PTY. LIMITED a Company duly incorporated in the State of New South Wales and having its registered office at 3 Castlereagh Street, Sydney (herein called the transferee) ~~(herein called transferee)~~ do hereby at the request and by the Direction of the said Bernice Louisa Webb (testified by her execution hereof) ~~do hereby transfer to the said transferee~~ transfer to the said transferee ALL such ~~its~~ Estate and Interest in ALL THE land mentioned in the schedule following :—

| County. | Parish. | Reference to Title (d) Whole or Part. | Vol. | Fol. | Description of Land (if part only). (e) |
|---|---|---|---|---|---|
| CUMBERLAND | GORDON | PART | 7127 | 156 | Being Lot 4 in Deposited Plan No. 26062. |

~~And the transferee covenants with the transferor~~ See annexure marked "A".

ENCUMBRANCES, &c., REFERRED TO.

Subject to covenant contained in Transfer No. 345025[illegible]

Signed at Sydney

*Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

.....

*Signed in my presence by BERNICE LOUISA WEBB who is personally known to me:

C.R. McKinnon
Solicitor
Sydney

THE COMMON SEAL of A.F. BROWN CONSTRUCTIONS PTY. LIMITED was hereunto affixed by Arthur Frank Brown one of the Directors in the presence of:

*Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

.....
Secretary

the 4th The COMMON SEAL of BURKE NAUGHTON PTY. LIMITED was hereunto affixed by order of the Directors in the presence of:

.....
Director

.....
Transferor.
Secretary

I direct this transfer

.....

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

.....

.....
Director. Transferee(s).

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

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

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

Req:R243464 /Doc:DL G541499 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:24-Jun-2020 12:28 /Seq:3 of 3
© Office of the Registrar-General /Src:INFOTRACK /Ref:2010

LODGED BY C.R.McKenzie

No. G 541499

## CONSENT OF MORTGAGEE.[j]

(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.

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

## MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19 .

Signed in the presence of—

k 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.[l]

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

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED

Checked by

Passed (in S.D.B.) by

Signed by

MEMORANDUM OF TRANSFER

Covt.

Particulars entered in Register Book,

Volume 7135 Folio 164

C T to Pc

the 14th day of August 1956 at minutes past 12 o'clock in the noon.

J. Pell

Registrar-General.

## PROGRESS RECORD.

| | Initials. | Date. |
|---|---|---|
| Sent to Survey Branch | | |
| Received from Records | | |
| Draft written ... | KRA | 10/8 |
| Draft examined ... | | |
| Diagram prepared ... | | |
| Diagram examined ... | | |
| Draft forwarded ... | | |
| Supt. of Engrossers | | |
| Cancellation Clerk ... | | |

VOL. 7163 FOL. 224

K 1165 81487—W

## DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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

### EXECUTION OUTSIDE NEW SOUTH WALES.

Execution may be proved where the parties are resident:—

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

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

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

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

Tenants in common must receive separate Certificates.

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

Req:R243465 /Doc:DL 8219993 /Rev:10-Jan-2002 /NSW LRS /Pgs:ALL /Prt:24-Jun-2020 12:28 /Seq:1 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:2010

Form: 01TG
Release: 1.1
www.lpi.nsw.gov.au

plan

# TRANSFER GRANTING EASEM

8219993D

New South Wales
Real Property Act 1900

**PRIVACY NOTE: this information is legally required and will become part of the public record**

(A) **TORRENS TITLE**

| Servient Tenement | Dominant Tenement |
|---|---|
| 4/26062 | 2/26062 |

(B) **LODGED BY**

| Delivery Box | Name, Address or DX and Telephone | CODE |
|---|---|---|
| 238N | BLAKE DAWSON WALDRON<br>Lawyers<br>Grosvenor Place<br>225 George Street, Sydney<br>N.S.W. 2000 Australia<br>DX: 355<br>Reference: JUA | TG |

(C) **TRANSFEROR**

HAYDEN NEILL BLAKE AND JANET DENISE DAWSON

(D) The transferor acknowledges receipt of the consideration of $ 1.00

and transfers and grants

(E) **DESCRIPTION OF EASEMENT**

Easement for drainage of water affecting all of that part of the servient tenement shown as the area marked "A" on the attached plan annexed hereto and marked "A"

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) **TRANSFEREE**

BARBARA HILARY KAPLAN

**DATE** 4 December 2001

(H)

~~I certify that the person(s) signing opposite, with whom~~ I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness:
Address of witness:

~~Certified correct for the purposes of the Real~~ Property Act 1900 by the transferor.

Signature of transferor:

For execution
see Annexure "B"

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness:
~~Address of witness:~~

Certified correct for the purposes of the Real Property Act 1900 by the transferee.

Signature of transferee:

All handwriting must be in block capitals.

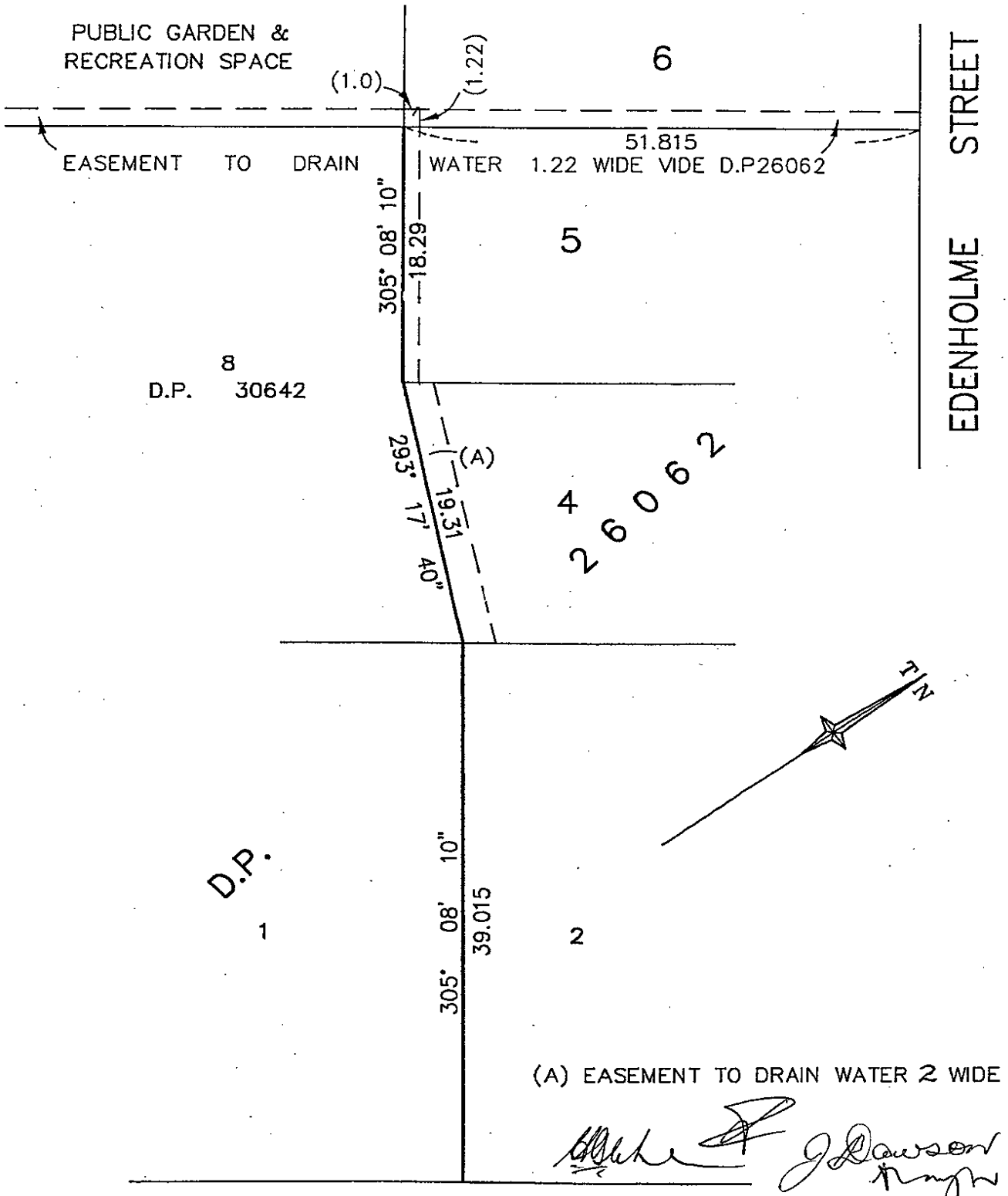


LAND AND PROPERTY INFORMATION NSW

Req:R243465 /Doc:DL 8219993 /Rev:10-Jan-2002 /NSW LRS /Pgs:ALL /Prt:24-Jun-2020 12:28 /Seq:2 of 4
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ANNEXURE A

# PLAN OF EASEMENT TO DRAIN WATER 2 WIDE OVER LOT 4 IN D.P 26062




(A) EASEMENT TO DRAIN WATER 2 WIDE

SCALE: 1:400
DATE: 2-11-01
REF: 25503



REGISTERED SURVEYOR
MICHAEL LOCKLEY & ASSOCIATES
P.O BOX 400 GLADESVILLE , 1675

Req:R243465 /Doc:DL 8219993 /Rev:10-Jan-2002 /NSW LRS /Pgs:ALL /Prt:24-Jun-2020 12:28 /Seq:3 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:2010

**This is Annexure "B" referred to in the transfer granting easement between Hayden Neill Blake and Janet Denise Dawson as transferor and Barbara Hilary Kaplan as transferee dated** 4 December **2001**

**SIGNED, SEALED** and **DELIVERED** by **HAYDEN NEILL BLAKE** in the presence of:

Signature of party

Signature of witness

IVOR KAPLAN

Name

**SIGNED, SEALED** and **DELIVERED** by **JANET DENISE DAWSON** in the presence of:

J Dawson

Signature of party

Signature of witness

IVOR KAPLAN

Name

**SIGNED** for the Transferee

Signature of Transferee's solicitor
~~(Ivor Kaplan)~~ (Anne Taylor)

Req:R243465 /Doc:DL 8219993 /Rev:10-Jan-2002 /NSW LRS /Pgs:ALL /Prt:24-Jun-2020 12:28 /Seq:4 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:2010



Use this side only for **Second Schedule directions**

DO NOT USE BOTH SIDES OF THIS FORM

## SECOND SCHEDULE AND OTHER DIRECTIONS

| FOLIO IDENTIFIER | DIRECTION | NOTFN TYPE | DEALING NUMBER | DETAILS |
|---|---|---|---|---|
| 4/26062 | ON | EDW | | 2 wide affecting the part of the land |
| | | | | shown designated (A) in plan with |
| | | | | 8219993 |
| | | | | |
| 2/26062 | ON | EDW | | 2 wide appurtenant to the land above |
| | | | | described affecting the part shown |
| | | | | designated (A) in plan with 8219993 |

Req:R243466 /Doc:DL 8219994 /Rev:10-Jan-2002 /NSW LRS /Pgs:ALL /Prt:24-Jun-2020 12:28 /Seq:1 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:2010

Form: 01TG
Release: 1.1
www.lpi.nsw.gov.au

# TRANSFER GRANTING EASEMENT

8219994B

New South Wales
Real Property Act 1900

**PRIVACY NOTE: this information is legally required and will become part of the public record**

(A) **TORRENS TITLE**

| Servient Tenement | Dominant Tenement |
|---|---|
| 6/26062 | 2/26062, 4/26062 and 5/26062 |

(B) **LODGED BY**

| Delivery Box | Name, Address or DX and Telephone | CODE |
|---|---|---|
| 238N | BLAKE DAWSON WALDRON<br>Lawyers<br>Grosvenor Place<br>225 George Street, Sydney<br>N.S.W. 2000 Australia<br>DX: 355<br>Reference: JWA | TG |

(C) **TRANSFEROR**

DAVID ROBERT HENDERSON and WENDY ELIZABETH HENDERSON

(D) The transferor acknowledges receipt of the consideration of $ 1.00

and transfers and grants

(E) **DESCRIPTION OF EASEMENT**

Easement for drainage of water affecting all of that part of the servient tenement shown as the area marked "A" on the attached plan annexed hereto and marked "A"

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) **TRANSFEREE**

BARBARA HILARY KAPLAN, HAYDEN NEILL BLAKE AND JANET DENISE DAWSON AND ROBERT JOHN LORD AND DIANE COLLEEN LORD

**DATE** 4 December 2001

(H)

~~I certify that the person(s) signing opposite, with whom~~ I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness:
Address of witness:

~~Certified correct for the purposes of the Real~~ Property Act 1900 by the transferor.

Signature of transferor:

For execution
see Annexure "B"

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness: Wendy Henderson
Address of witness:

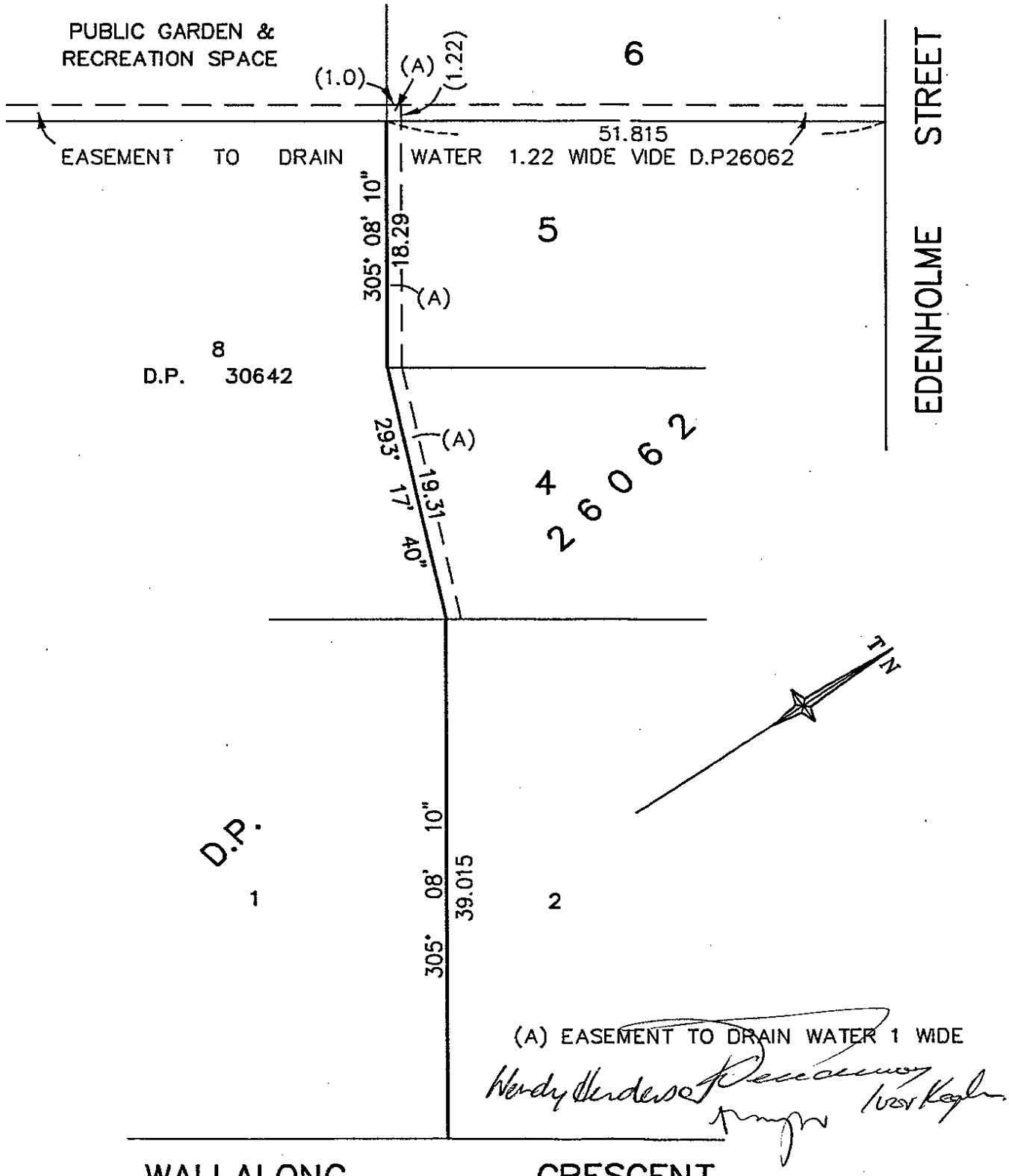
Certified correct for the purposes of the Real Property Act 1900 by the transferee.

Signature of transferee:

Req:R243466 /Doc:DL 8219994 /Rev:10-Jan-2002 /NSW LRS /Pgs:ALL /Prt:24-Jun-2020 12:28 /Seq:2 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:2010

# ANNEXURE "A"

## PLAN OF EASEMENT TO DRAIN WATER 1 WIDE OVER LOTS 4, 5 & 6 IN D.P 26062




(A) EASEMENT TO DRAIN WATER 1 WIDE

Wendy Henderson Rosemary Ivor Kaplan

M Lockley

REGISTERED SURVEYOR

MICHAEL LOCKLEY & ASSOCIATES
P.O BOX 400 GLADESVILLE , 1675

SCALE: 1:400
DATE: 2-11-01
REF: 25503

Req:R243466 /Doc:DL 8219994 /Rev:10-Jan-2002 /NSW LRS /Pgs:ALL /Prt:24-Jun-2020 12:28 /Seq:3 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:2010

**This is Annexure "B" referred to in the transfer granting easement between David Robert Henderson and Wendy Elizabeth Henderson s transferor and Barbara Hilary Kaplan, Hayden Neill Blake, Janet Denise Dawson and Robert John Lord and Diane Colleen Lord as transferee dated** 4 December **2001**

**SIGNED, SEALED** and **DELIVERED** by **DAVID ROBERT HENDERSON** in the presence of:

Signature of party

Signature of witness

IVOR KAPLAN

Name

**SIGNED, SEALED** and **DELIVERED** by **WENDY ELIZABETH HENDERSON** in the presence of:

Wendy Henderson

Signature of party

Signature of witness

IVOR KAPLAN.

Name

**SIGNED** for the Transferee

Signature of Transferee's solicitor
~~(Ivor Kaplan)~~ (Anne Taylor)

Req:R243466 /Doc:DL 8219994 /Rev:10-Jan-2002 /NSW LRS /Pgs:ALL /Prt:24-Jun-2020 12:28 /Seq:4 of 4
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REGISTRATION DIRECTION ANNEXURE 8219994

Use this side only for Second Schedule directions

DO NOT USE BOTH SIDES OF THIS FORM

## SECOND SCHEDULE AND OTHER DIRECTIONS

| FOLIO IDENTIFIER | DIRECTION | NOTFN TYPE | DEALING NUMBER | DETAILS |
|---|---|---|---|---|
| 6/26062 | ON | EDW | | 1 wide affecting the part of the land |
| | | | | shown designated (A) in plan with |
| | | | | 8219994 |
| | | | | |
| 2/26062 | ON | EDW | | 1 wide appurtenant to the land above |
| 4/26062 | | | | described affecting the part shown |
| 5/26062 | | | | designated (A) in plan with 8219994 |
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| | | | | |
| 4/26062 | } CT'S | > | 238N | |
| 6/26062 | } | | | |
| | | | | |
| 2/26062 | } CT'S | > | NO CT'S | |
| 5/26062 | } | | | |
| | | | | |
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Req:R243467 /Doc:DL 8359081 /Rev:11-Mar-2002 /NSW LRS /Pgs:ALL /Prt:24-Jun-2020 12:28 /Seq:1 of 3
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Form: 01TG
Release: 1.1
www.lpi.nsw.gov.au

# TRANSFER GRANTING EASEMEN

New South Wales
Real Property Act 1900

8359081R

**PRIVACY NOTE: this information is legally required and will become part of the public record**

(A) **TORRENS TITLE**

| Servient Tenement | Dominant Tenement |
|---|---|
| 5/26062 | 4/26062 and 2/26062 |

(B) **LODGED BY**

| Delivery Box | Name, Address or DX and Telephone | CODE |
|---|---|---|
| 238N | Blake Dawson Waldron<br>Reference: JVA | TG |

(C) **TRANSFEROR**

ROBERT JOHN LORD and DIANE COLLEEN LORD

(D) The transferor acknowledges receipt of the consideration of $ 1.00

and transfers and grants

(E) **DESCRIPTION OF EASEMENT**

Easement for drainage of water affecting all of that part of the servient tenement shown as the area marked "A" on the attached plan annexed hereto and marked "A"

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) **TRANSFEREE**

HAYDEN NEILL BLAKE AND JANET DENISE DAWSON AND BARBARA HILARY KAPLAN

**DATE** 4 December 2001

(H)

~~I certify that the person(s) signing opposite, with whom~~ I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness:
Address of witness:

~~Certified correct for the purposes of the Real~~ Property Act 1900 by the transferor.

Signature of transferor:

For execution
see Annexure "B"

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness:
~~Address of witness:~~

Certified correct for the purposes of the Real Property Act 1900 by the transferee.

Signature of transferee:

All handwriting must be in block capitals.



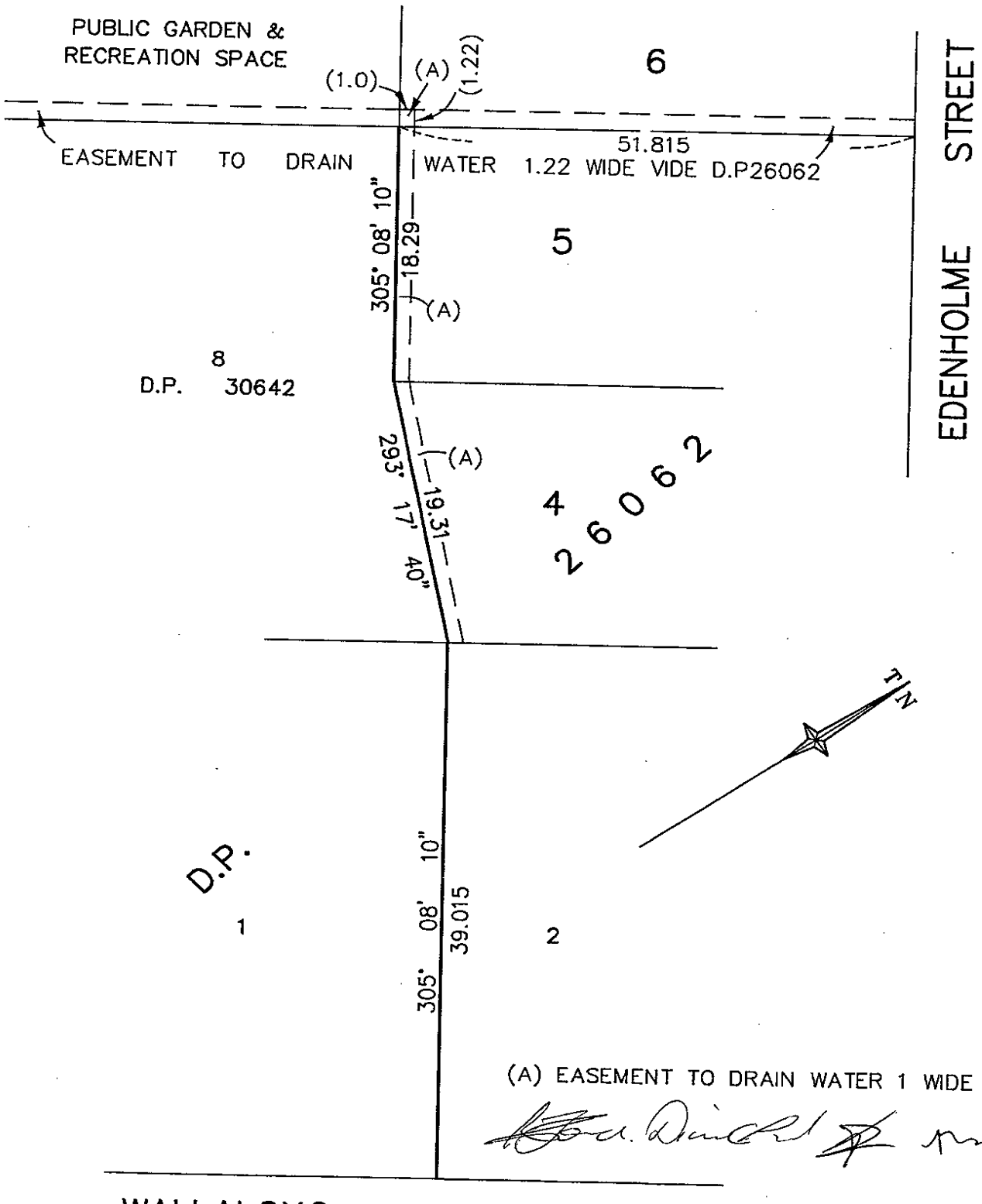
LAND AND PROPERTY INFORMATION NSW

205 Prod 8/2/2002

Req:R243467 /Doc:DL 8359081 /Rev:11-Mar-2002 /NSW LRS /Pgs:ALL /Prt:24-Jun-2020 12:28 /Seq:2 of 3
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# ANNEXURE "A"

## PLAN OF EASEMENT TO DRAIN WATER 1 WIDE OVER LOTS 4, 5 & 6 IN D.P 26062




(A) EASEMENT TO DRAIN WATER 1 WIDE

SCALE: 1:400
DATE: 2-11-01
REF: 25503

M Lockley
REGISTERED SURVEYOR

MICHAEL LOCKLEY & ASSOCIATES
P.O BOX 400 GLADESVILLE , 1675

Req:R243467 /Doc:DL 8359081 /Rev:11-Mar-2002 /NSW LRS /Pgs:ALL /Prt:24-Jun-2020 12:28 /Seq:3 of 3
© Office of the Registrar-General /Src:INFOTRACK /Ref:2010

**This is Annexure "B" referred to in the transfer granting easement between Robert John Lord and Diane Colleen Lord as transferor and Hayden Neill Blake, Janet Denise Dawson and Barbara Hilary Kaplan as transferee dated** 4 December **2001**

**SIGNED, SEALED** and **DELIVERED** by **ROBERT JOHN LORD** in the presence of:

R J Lord.
Signature of party

Signature of witness

IVOR KAPLAN
Name 225 George ST Sydney

**SIGNED, SEALED** and **DELIVERED** by **DIANE COLLEEN LORD** in the presence of:

Diane C Lord
Signature of party

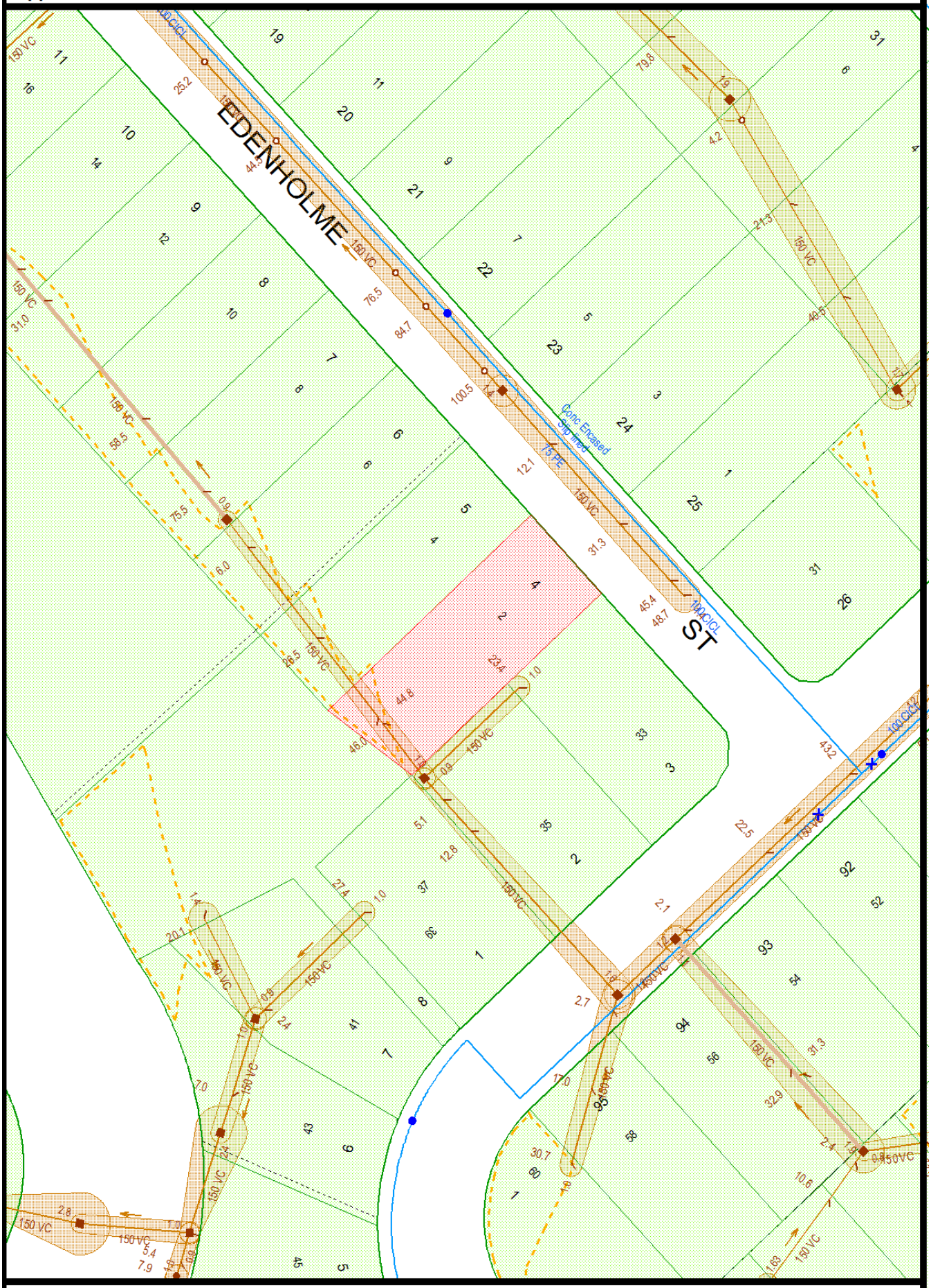
Signature of witness

IVOR KAPLAN.
Name 225 George ST Sydney

**SIGNED** for the Transferee

Signature of Transferee's solicitor
(~~Ivor Kaplan~~) (Anne Taylor)

**Application No.** 10465184 Created on Jun 24, 2020 12:30:04 PM




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.

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

# SEWERAGE SERVICE DIAGRAM

## Municipality of Ku-Ring-Gai No. 554881.

BLANK

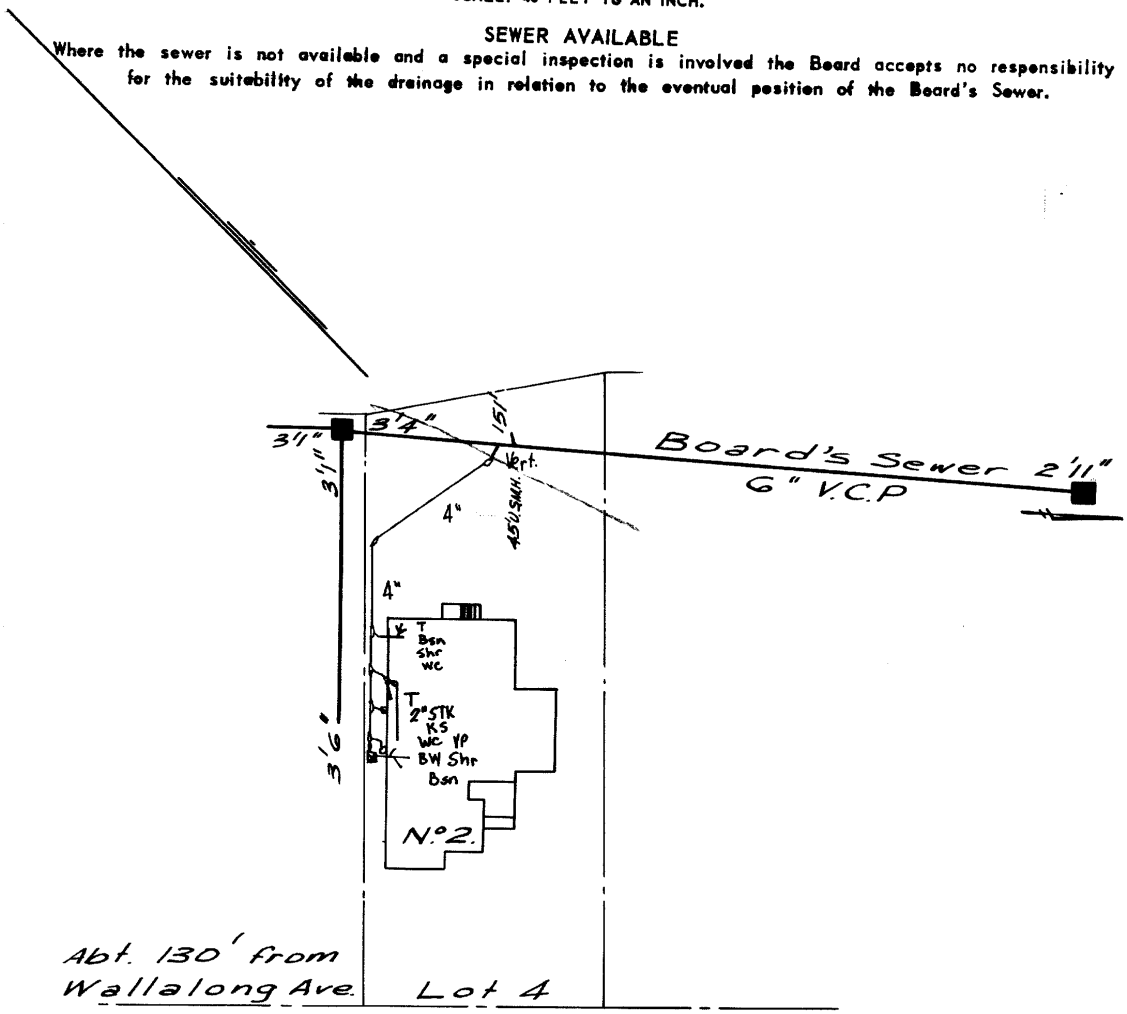
### SYMBOLS AND ABBREVIATIONS

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

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

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




RATE No. 44-20823 W.C.s..... U.C.s..... .....19.....

SHEET No. 6886 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

| | DRAINAGE | | | PLUMBING | |
|---|---|---|---|---|---|
| .....W.C. | Supervised by | Date | BRANCH OFFICE | Supervised by | Date |
| .....Bth | | ...../...../..... | Date ...../...../..... | | ...../...../..... |
| .....Shr | Inspector | | Outfall..... HL LL | Inspector | |
| .....Bsn. | Examined by | ...../...../..... | Drainer..... | 642 297 | |
| .....K.S. | | | Plumber ..... | | |
| .....T. | Chief Inspector | | | | |
| .....Pig. | | | Boundary Trap ■/is not required | | |
| Dge. Int. | Tracing Checked ..... | ...../...../..... | | | |
| Dge. Ext. | | | | | |

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.

# 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:** **2 Edenholme Street WEST PYMBLE NSW 2073**

**Lot Description:** **Lot 4 DP 26062**

## CERTIFICATE DETAILS

**Certificate No:** **ePC1934/20** **Certificate Date:** **24/06/2020**

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

## APPLICANT DETAILS

**REF: LEWIS 2010**

**D W Alexander & Co**
**Dx 8711**
**GORDON**

## 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?***

The land is bush fire prone land.

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

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

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

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

## 12. 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?***

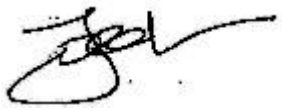
No.

***(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

| | |
|---|---|
| Enquiry ID | 3279104 |
| Agent ID | 81429403 |
| Issue Date | 24 Jun 2020 |
| Correspondence ID | 1709039190 |
| Your reference | 2010 |

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.***

This information is based on data held by Revenue NSW.

| Land ID | Land address | Taxable land value |
|---|---|---|
| D26062/4 | 2 EDENHOLME ST WEST PYMBLE 2073 | $1 059 667 |

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2020 tax year.

Yours sincerely,



Cullen Smythe

Chief Commissioner of State Revenue

## Important information

**Who is protected by a clearance certificate?**
A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

**When is a certificate clear from land tax?**
A certificate may be issued as 'clear' if:
- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

**When is a certificate not clear from land tax?**
Under section 47 of the *Land Tax Management Act 1956,* land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

**How do I clear a certificate?**
A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:
- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

**How do I get an updated certificate?**
A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

**Land value, tax rates and thresholds**
The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

## Contact details


Read more about Land Tax and use our online servce at www.revenue.nsw.gov.au


1300 139 816*


Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.


landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

Australian Government
Australian Taxation Office

MRS JULIE A LEWIS
2 EDENHOLME STREET
WEST PYMBLE NSW 2073

**Our reference:** 7116279703493
**Phone:** 13 28 66

26 June 2020

# Your foreign resident capital gains withholding clearance certificate

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

Hello JULIE,

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

| | |
|---|---|
| **Notice number** | 2410356618632 |
| **Vendor name** | JULIE ANN LEWIS |
| **Previous Vendor name** | |
| **Vendor address** | 2 EDENHOLME STREET<br>WEST PYMBLE NSW 2073 |
| **Clearance Certificate Period** | 26 June 2020 to 28 June 2021 |

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

Yours sincerely,
**James O'Halloran**
Deputy Commissioner of Taxation

## NEED HELP

Learn more about foreign resident capital gains withholding at **ato.gov.au/FRCGW**

## CONTACT US

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

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

Australian Government
Australian Taxation Office

MR JOHN R LEWIS
2 EDENHOLME STREET
WEST PYMBLE NSW 2073

**Our reference:** 7116279658122
**Phone:** 13 28 66

26 June 2020

# Your foreign resident capital gains withholding clearance certificate

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

Hello JOHN,

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

| | |
|---|---|
| **Notice number** | 2410356612332 |
| **Vendor name** | JOHN ROBERT LEWIS |
| **Previous Vendor name** | |
| **Vendor address** | 2 EDENHOLME STREET<br>WEST PYMBLE NSW 2073 |
| **Clearance Certificate Period** | 26 June 2020 to 28 June 2021 |

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

Yours sincerely,
**James O'Halloran**
Deputy Commissioner of Taxation

## NEED HELP

Learn more about foreign resident capital gains withholding at **ato.gov.au/FRCGW**

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